SCOTTSDALE

CITY COUNCIL MEETING

AMENDED AGENDA – ITEMS 8 & 16 AMENDED

COUNCIL
Mary Manross, Mayor
Wayne Ecton
Robert W. Littlefield
Cynthia Lukas
Ned O'Hearn
David Ortega
Tom Silverman

Tuesday, January 21, 2003

5:00 P.M.
CITY COUNCIL MEETING

Call to Order – City Hall Kiva Forum, 3939 N. Drinkwater Boulevard

Roll Call

Pledge of Allegiance

Invocation

Public Comment
Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during this evening's meeting. Please check the box that refers to "public comment." This "Public Comment" time is reserved for citizen comments regarding non-agendized items. No official Council action can be taken on these items.

Minutes

SPECIAL MEETINGS	REGULAR MEETINGS	EXECUTIVE SESSIONS
	Tuesday, January 7, 2003	

1. Indian School/Granite Reef Office Rezoning

Request to approve:
1. Rezone from Service Residential (S-R) to Commercial Office (C-O) on a 1 +/- acre parcel.
2. Adopt Ordinance No. 3486 affirming the above rezoning.

Location: 8399 E Indian School Rd
Reference: 22-ZN-2002
Staff Contact(s): Tim Curtis, Project Coordination Manager, 480-312-4210, tcurtis@ScottsdaleAZ.gov

2. Olympic Private School Facility Conditional Use Permit

Request: Approve a conditional use permit for a private charter school on a 1.8 +/- acre parcel with Industrial Park (I-1) zoning
Location: 9318 N 95th Wy
Reference: 26-UP-2002
Staff Contact(s): Jerry Stabley, Senior Development Planner, 480-312-7872, jstabley@ScottsdaleAZ.gov

3. Montacino-McDowell Mountain General Plan Amendment and Rezoning

Request to approve:
1. A non-major General Plan amendment from Urban Neighborhoods to Suburban Neighborhoods on a 6.32+/- acre parcel located at 12325 E Shea Boulevard.
2. Adopt Resolution No. 6225 affirming the above general plan.
3. Rezone from Multi-Family Residential, Environmentally Sensitive Lands (R-5 ESL) to Single Family Residential, Environmentally Sensitive Lands (R1-5 ESL) with amended development standards and the termination of an existing development agreement on a 6.32+/- acre parcel.
4. Adopt Ordinance No. 3487 affirming the above rezoning and amended development standards.
5. Adopt Resolution No. 6229 terminating the existing development agreement No. 980108.

Location: 12325 E Shea Boulevard
Reference: 8-GP-2002 & 23-ZN-2002
Staff Contact(s): Tim Curtis, Project Coordination Manager, 480-312-4210, tcurtis@ScottsdaleAZ.gov

4. Olympic Private School Facility Text Amendment

Request to approve:
1. A text amendment to the City of Scottsdale Zoning Ordinance (Ordinance No. 455) to amend Article V., District Regulations., Section 5.1803., Use Regulations. to allow for private and charter schools within the Industrial Park (I-1) District by conditional use permit.
2. Adopt Ordinance No. 3488 affirming the above text amendment.

Location: 9318 N 95th Wy
Reference: 5-TA-2002
Staff Contact(s): Jerry Stabley, Senior Development Planner, 480-312-7872, jstabley@ScottsdaleAZ.gov

5. De-annexation to Fountain Hills

Request: Adopt Ordinance #3485 to de-annex Tracts J, K and P of Condillera at CopperWynd (1.69 acres) to the Town of Fountain Hills.
Location: Northwest and South of Copperwynd Drive at Eagle Ridge Drive
Reference: 1-AN-2002
Staff Contacts: Bill Verschuren, Senior Planner, 480-312-7734, bverschuren@ScottsdaleAZ.gov

6. Grant award for crime laboratory DNA equipment and supplies

Request: Adopt resolution No. 6218 authorizing the Police Department to accept the National Institute of Justice No Suspect Casework DNA Backlog Reduction Program grant from the Arizona Department of Public Safety in the amount of $114,954 for the purchase of a genetic analyzer, a 2700 Thermocycler and related DNA supplies. The equipment and supplies will be used to process the Police Department's 'no suspect' sexual assault backlog casework and identify possible suspects using DNA profiling.
Reference: Resolution No. 6218
Staff Contact(s): Steve Garrett, Forensic Services Division Manager, Police Department
480-312-5280, sgarrett@ci.scottsdale.az.us <mailto:sgarrett@ci.scottsdale.az.us.

7. Award for Juvenile Accountability Incentive Block Grant

Request: Adopt resolution No. 6219 authorizing the Police Department to accept the Juvenile Accountability Incentive Block Grant, Year 5, from the Governor's Division for Children in the amount of $74,387. The funds will be passed through to Scottsdale Prevention Institute (SPI), Contract No. 2003-003-COS, to fund coordinated efforts to address juvenile crime through a wide range of prevention, intervention and treatment strategies.
Reference: Resolution No. 6219 and Professional Services Contract No. 2003-003-COS.
Staff Contact(s): Carla A. Murillo, Budget Analyst, Police Department
480-312-5202; cmurillo@ci.scottsdale.az.us.

***8. Taliesin West Destination Attraction Development, Establishment of a Conservation Easement, and bond reimbursement resolution

Request:

1) Authorize a change in the use of $517,350 previously approved and funded bed tax capital funds from investment in a Frank Lloyd Wright Visitor Center at Taliesin West to a modified project comprised of new destination attraction features at Taliesin West and in downtown Scottsdale, and for the acquisition of a conservation easement within the McDowell Sonoran Preserve boundary, currently owned by the Frank Lloyd Wright Foundation, as recommended by the Tourism Development Commission at its December 17, 2002 meeting
2) Authorize staff to negotiate a contract implementing the elements of the proposal in substantial conformance to the December 13, 2002 staff report to the Tourism Development Commission (Attachment No. 1).
3) Adopt Resolution No. 6244 declaring the City's intent to advance funds not to exceed $15,000,000 for the Taliesin West, Loloma Museum, and Canal Bank Improvement Projects. The approval of Resolution No. 6244 will allow the City to be reimbursed for funds advanced for these three projects from future bond proceeds as described by U.S. Treasury Regulation Section 1.150-2.

Staff Contact(s): Kathy Carlisle O'Connor, Tourism Development Manager, Economic Vitality Department, 480-312-7057, kcoconnor@scottsdaleAZ.gov; Robert Cafarella, Director of Preservation, Preservation Department, 480-312-2577, rcafarella@scottsdaleAZ.gov; Rebecca Eickley, Financial Services Specialist, Financial Services Department, 480-312-7084, reickley@scottsdaleAZ.gov.

9. Temporary Reduction of Certain Fees in Downtown

Request: Adopt Resolution No. 6238 allowing for the temporary waiver of specific development and building fees in a designated area in Downtown Scottsdale.

Staff Contact(s): David Roderique, Economic Vitality General Manager (480) 312-7601, droderique@scottsdaleaz.gov; Harold Stewart, Business Services Manager, (480) 312-2311, hstewart@scottsdaleaz.gov ; Jon Chase, Principal Planner (480) 312-2578, jchase@scottsdaleaz.gov

10. Annual Audit Plan for the Office of the City Auditor, Fiscal Year 2002/2003.

Request: Review and approve the annual audit plan for the Office of the City Auditor.

Staff Contact(s): Cheryl Barcala, City Auditor, cbarcala@scottsdaleaz.gov (480) 312-7867

11. Amended Agreement for Delivery of Incentive Priced Excess Central Arizona Project Water for Groundwater Recharge

Request: Adopt Resolution No. 6226 authorizing the execution of Agreement No. 2003-004-COS, and authorize execution of Agreement No. 2003-004-COS with the Central Arizona Water Conservation District (CAWCD) for delivery of incentive-priced excess Central Arizona Project (CAP) water for groundwater recharge purposes.

Staff Contact(s): Beth Miller, Water Resources Advisor, 480-312-7894, emiller@ci.scottsdale.az.us

12. Construction Bid Award for Traffic Calming and Pedestrian Bridge

Request: Authorize Construction Bid Award No. 03PB003, Traffic Calming and Pedestrian Bridge, to the lowest responsive bidder identified at a public bid opening conducted on January 14, 2003 at 3:00PM (See attachment No. 4). The purpose of this action is to award a contract to construct landscaped traffic calming devices at three Scottsdale neighborhood locations: Tonalea neighborhood (Oak Street to McDowell Road/ 66th Place to Scottsdale Road), E. Cholla Street (N. 64th Street to Scottsdale Road), and E. Chaparral Road (between Scottsdale Road and Hayden Road). This contract also includes a new pedestrian bridge crossing over the Crosscut Canal at the Oak Street alignment.

Related Policies, References:

- Development Review Board in August 2002 (Case No. 40-DR-2002)
- Neighborhood Traffic Management Plan – Scottsdale Transportation Department
- Engineering Services Contract No. 2001-131-COS (9/24/01)
- Preliminary Art Concept Approval by PACC (3/12/02)

Staff Contact(s): Brad Wisler, Project Manager, 480.312.7626, bwisler@ci.scottsdale.az.us

13. Authorize the acquisition of real property at 7234 and 7240 East Second Street

Request: Adopt Resolution No. 6224 authorizing the acquisition of real property at 7234 and 7240 East Second Street from the Noriega Family in the amount of $235,000.00. Properties will be used to enlarge an existing surface parking lot.

Related Policies, References: At the October 28, 2002 Council study session, staff presented a progress update on the Downtown Scottsdale Master Parking Plan. The update included a recommendation that three sites, including the Noriega properties, in the Old Town District be further evaluated for the addition of parking facilities. Ownership of the Noriega property, which includes two vacant homes, will provide 35 additional parking spaces in the Old Town District.

Staff Contact(s): Madeline Clemann, Parking Program Manager, mclemann@ci.scottsdale.az.us, (480) 312-2732; Jean Morris, Right of Way Agent, jmorris@ci.scottsdale.az.us, (480) 312-7853; Ron King, Asset Management Coordinator, rking@ci.scottsdale.az.us, (480) 312-7042

14. Funding approval for WestWorld Master Plan Update Environmental Assessment as required by the Bureau of Reclamation to ensure compliance under the National Environmental Policy Act (NEPA).

Request: Approve Contract Amendment No. 2001-165-COSA with BRW Inc., in the amount of $52,526 to prepare an environmental assessment in conjunction with an update of the WestWorld Master Plan, and; Authorize the utilization of Basin Management Funds in the amount of $52,526 to fund this contract amendment.

Related Policies, References: Council Action on March 18, 2002 authorized awarding contract (#2001-165-COS) to BRW Inc./Gralla Architects to update the WestWorld Master Plan.

Staff Contact(s): Brad Gessner, WestWorld General Manager, 480-312-6825, bgessner@Scottsdaleaz.Gov; Annette Grove, Project Manager, 480-312-2399, Agrove@scottsdaleaz.gov

15. Land acquisition for the McDowell Sonoran Preserve and reimbursement agreement

Request: Adopt Resolution No. 6232 authorizing purchase in the amount of $955,300 for the 19.01-acre Parcel No. 216-75-017B, located at 28445 N. 126th Street, for the McDowell Sonoran Preserve. The purchase price represents the property owner's December 2002, counter offer to the city's June 2001, offer to purchase for $855,450; and

Adopt Resolution No. 6131 declaring the city's intent to advance funds not to exceed $50,000,000 for the purchase of property for the McDowell Sonoran Preserve.

Related Policies, References: The parcel is within the expanded Recommended Study Boundary approved in August 1998, by City Council and in November 1998, by voters. The acquisition of this land supports City Council Broad Goal B: Preserve the Character and Environment of Scottsdale, and two sub-goals under Goal B: Complete the acquisition of lands within the adopted Preserve boundaries; and Protect natural resources, open spaces and views.

Staff Contact(s): Robert J. Cafarella, AICP, Director, Preservation Division, 480-312-2577 (rcafarella@ci.scottsdale.az.us)

Regular Agenda begins on the following page

*****16. Selection of Developer and Project for the former Smitty's site at Granite Reef and McDowell Roads**

Agreement for Exclusive Right to Negotiate, until May 20, 2003, with the RED Group LLC and Southwest Retail Group, Inc. as the selected development team from the Request for Proposal submittals for approximately 8.8 acres at NW Corner of Granite Reef and McDowell Roads.

Related Policies, References: Council action to approve purchase of site on January 8, 2001; Council presentation of May 14, 2001 regarding community desires for the site and possible mixes of use and direction to work with community groups on potential for their use of the site; EDAW's Master Planning Contract approval on February 19, 2002; Updates to Council on May 13, 2002 and July 1, 2002 with direction to move forward with the Developer RFP.

Request: David Roderique, General Manager Economic Vitality Department, 480-312-7601, droderique@scottsdaleAZ.gov;
Laurel W. Edgar, Economic Vitality Department, Revitalization Manager, 480-312-7313, ledgar@scottsdaleAZ.gov

17. Management Services Agreement between the City of Scottsdale and the Scottsdale Cultural Council for Management of Art/Cultural Services in the City.

Request: Consider extension of the Amended and Restated Management Services Agreement, Contract #970044, between the City of Scottsdale and the Scottsdale Cultural Council or provide other direction to City staff.

Related Policies and References: Amended and Restated Management Services Agreement, contract 970044, dated October 7, 1997.

Staff contact(s): William Exham, General Manager, Community Service Department, 480-312-2377, bexham@scottsdaleaz.gov

18. Consideration of Downtown Scottsdale Partnership funding request.

Request: As requested by a Council member, consideration of a request by Downtown Scottsdale Partnership (DSP) for the City to provide $35,000 of additional operating funds for 2002, authorize $59,500 in EMSD assessments for a Special Events Production fund and for Council to decide whether to restore, from EMSD assessments, funds provided from the City's general funds in 1997 to create the EMSD and thus release DSP from an obligation use EMSD funds to repay these funds to the general fund. Resolution No. 6213 is attached for Council's use in authorizing the funding and providing the necessary direction to comply with all or a portion of these requests.

Staff Contact(s): David Roderique, Economic Development Department, General Manager, 480-312-7601, droderique@ci.scottsdale.az.us; Laurel W. Edgar, Economic Development Department, Revitalization Manager, 480-312-7313, ledgar@ci.scottsdale.az.us

Public Comment
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City Manager's Report

Mayor and Council Items

Adjournment

Section 2.17 of the Scottsdale City Code states, "Regular Meetings that are scheduled to be conducted on consecutive days may be combined and held on either of the two (2) days, at the election of the council, and shall be considered a single meeting." The Council may hold over any items noticed on the Monday agenda to the agenda for the Tuesday meeting.

City Council Report

MEETING DATE: January 21, 2003 ITEM NO. 1 GOAL: Coordinate Planning to Balance Infrastructure

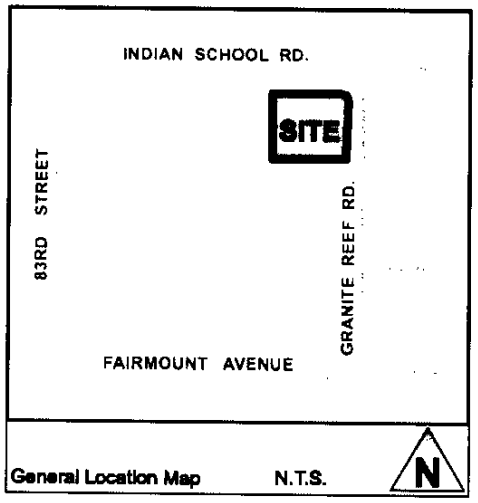
SUBJECT **Indian School/Granite Reef Office**

REQUEST

Request to approve:
1. Rezone from Service Residential (S-R) to Commercial Office (C-O) on a 1 +/- acre parcel located at 8399 E. Indian School Road.
2. Adopt Ordinance No. 3486 affirming the above rezoning.

22-ZN-2002

Key Items for Consideration:
- The General Plan designates the area as Office.
- The C-O District allows taller and larger buildings than the S-R District.
- The applicant proposes to rehabilitate an existing vacant office building.
- There are no significant changes to traffic.
- Two-story townhomes abut the property on the south and west sides.
- There is no known opposition.
- Planning Commission recommends approval, 6-0.



OWNER Western Commerce Bank
605-396-2831

APPLICANT CONTACT Tom Frenkel
Clanton Co.
480-941-2260

LOCATION 8399 E Indian School Rd

BACKGROUND

Zoning.
The site is zoned Service Residential (S-R) District. The Service Residential (S-R) zoning district allows professional offices to be built at a residential scale and character in order to serve nearby residential and commercial areas. The property to the east is zoned C-O, and the townhomes to the west and south are zoned Multi-Family Residential (R-5) District.

General Plan.
The General Plan Land Use Element designates the property as Office. This category includes a variety of minor and major office uses located along collector and arterial streets.

Context.
This 1-acre property is located at the southwest corner of the Indian School Road and Granite Reef Road intersection, approximately ½ mile from the 101 Freeway. There is an existing 2-story, vacant office building on the site that was constructed approximately 30 years ago. The property is surrounded by residences to the north (across Indian School Road), west, and south, and offices to the east (across Granite Reef Road).

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant proposes to rezone the 1-acre property from the S-R District to the C-O District to rehabilitate the existing vacant office building. The C-O District allows taller and larger buildings than the S-R District. The existing building is approximately 28 feet tall and does not comply with the S-R zoning district's 18-foot-tall height requirement. The applicant proposes to demolish the outer shell of the building and re-use the internal frame to reconstruct a newer, more modern building. The applicant proposes a new, larger building with a maximum height of 32 feet.

Development Information.

	Existing	Proposed
Land Use	Office (vacant)	Office
Floor Area	6,000 +/- sq. ft.	14,850 +/- sq. ft.
Height	28 feet tall	32 feet tall (max)

Key Issues.
- The C-O District allows taller and larger buildings than the S-R District.
- Two-story townhomes abut the property on the south and west sides.
- There are no significant changes to traffic.
- There is no known opposition.

IMPACT ANALYSIS

Traffic.
Expanding the office building on the southwest corner of the intersection of Granite Reef Road and Indian School Road as proposed will result in 93 more trips per day to and from the site, with 13 new trips in the a.m. peak hour and 13 new trips in the p.m. peak hour. This increase in trips is not enough to affect the level of service (LOS) at the signalized intersection of Indian School Road and Granite Reef Road for the Year 2005 conditions. Although the intersection of Indian School Road and Granite Reef Road will be performing well, the traffic volumes on Indian School Road are approaching capacity. Travel time on Indian School Road may be improved by up to 25% in response to the ITS equipment recently installed along the Indian School Road corridor.

Parking.
50 spaces are required and 51 spaces are provided.

Water/Sewer.
There are no anticipated water or sewer impacts.

Police/Fire.
There are no anticipated police or fire impacts.

Schools District comments/review.
Scottsdale Unified School District has been notified of this application. There will be no school impacts.

Open space.
The site provides 7,800 square feet of open space, with landscaped setbacks along the streets and parking in the rear.

Policy implications.
The rezoning will allow greater potential of rehabilitating the existing vacant building. The rezoning will bring the existing 2-story building into compliance with the zoning height provisions, and there are two-story townhomes abutting the property on the south and west sides.

Community involvement.
Letters were sent to all property owners within 750 feet of the site, and 2 citizen participation meetings were held. At this time, no comments have been received regarding this proposal. One letter of support was received from a nearby business owner, and a neighboring resident spoke at the Planning Commission hearing in favor of rehabilitating the existing vacant building. (see attachments #9 and #10)

OPTIONS AND STAFF RECOMMENDATION

Description of Option A:
The City Council could approve the request, subject to stipulations.

Description of Option B:
The City Council could choose to continue the case to obtain more information or citizen input.

Description of Option C:
The City Council could deny the request.

Planning Commission:
The Planning Commission heard this case on December 11, 2002. The Planning Commission commended the applicant for improving properties in the southern part of Scottsdale and emphasized that the applicant received neighborhood support. A neighboring resident spoke at the Planning Commission hearing in favor of rehabilitating the existing vacant building. The Planning Commission recommends approval (Option A), subject to the attached stipulations, by a vote of 6-0.

RESPONSIBLE DEPT(S)

Planning and Development Services Department
Current Planning Services

STAFF CONTACT(S)

Tim Curtis
Project Coordination Manager
480-312-4210
E-mail: tcurtis@ScottsdaleAz.gov

APPROVED BY

1/8/03

Kroy Ekblaw Date
General Manager, Planning & Development Services Department

1/8/03

Ed Gawf Date
Deputy City Manager

ATTACHMENTS

1. Applicant's Narrative
2. Context Aerial
2A. Aerial Close-Up
3. Land Use Map
4. Zoning Map
4A. Proposed Zoning
5. Stipulations
6. Additional Information
7. Supplemental Information
8. Traffic Impact Summary
9. Citizen Involvement
10. December 11, 2002 Draft Planning Commission Minutes
11. Ordinance No. 3486
    Exhibit 1. Stipulations
    Exhibit 2. Zoning Map
12. Site Plan

THE CLAYTON

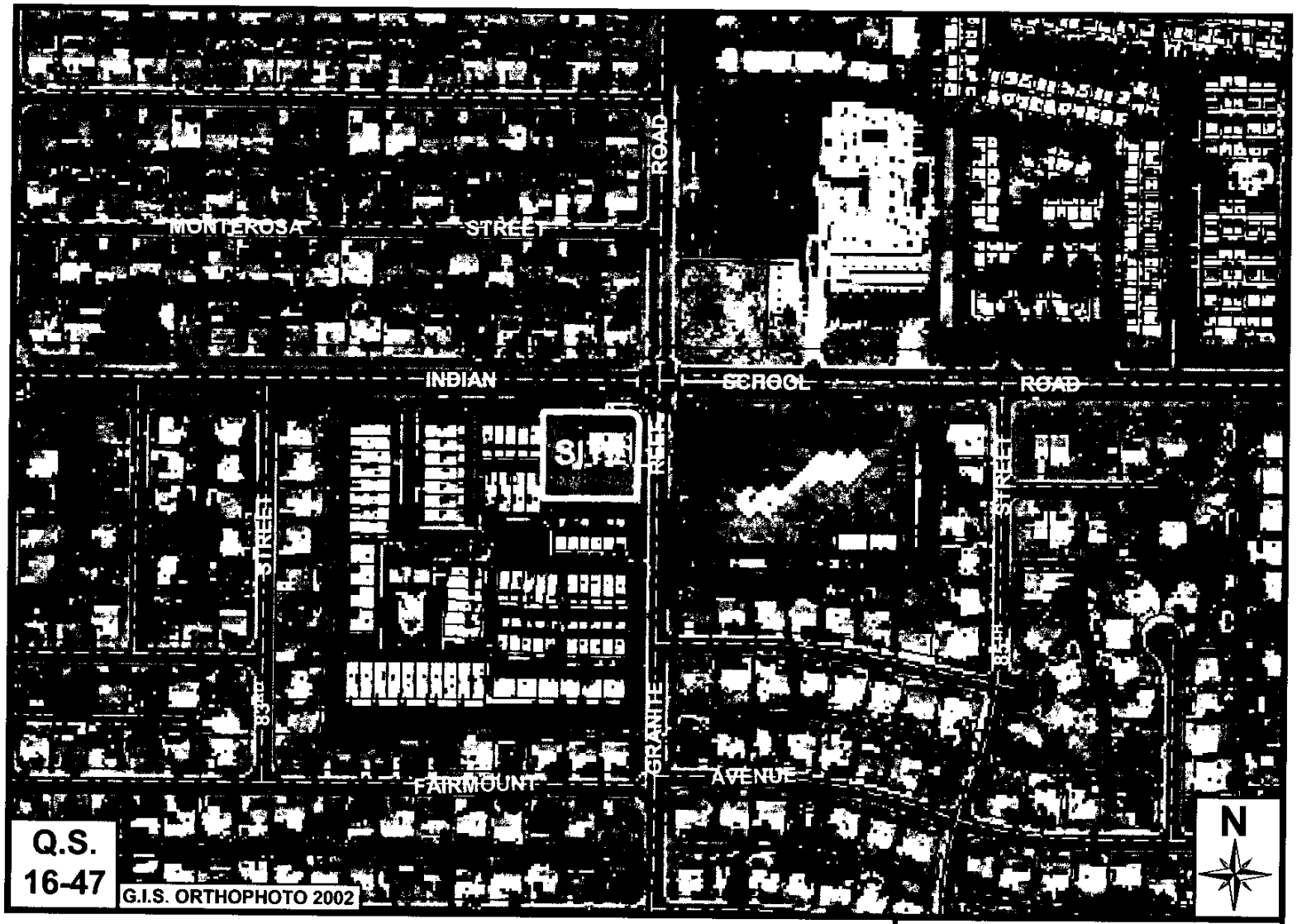
PROJECT NARRATIVE
8399 E. Indian School Road
PA 401-2002

This project encompasses the complete remodeling and a building addition to a vacant dilapidated office building located at 8399 E. Indian School Road. The building has been vacant for approximately two years and the structure and grounds are in disrepair. Applicant is in escrow to purchase the building and is planning a major rehabilitation to the site. The rehabilitation consists of an addition to the existing structure of approximately eight thousand square feet. This new two-story addition will be built fifteen to twenty feet all the way around the existing structure. This will give the outside of the building completely new elevations and the appearance of a new office building. The existing structure improvements will be incorporated into the new structure being constructed. As part of this redevelopment the grounds will be re-landscaped with mature trees being brought in. Also additional parking will be added to the site with the existing lot to be re-paved.

In order to complete this project a change from the existing S-R (service residential) zoning to C-O (commercial office) zoning is being requested. This change in zoning is required to accommodate the two level addition being added to the existing two level building. Under current S-R zoning two level buildings are not permitted. The existing building was built prior to the existing standards which does not allow two level buildings in S-R zoning. Our request would bring our building into compliance with a zoning category which allows two-level structures. The required zoning is compatible to the neighboring commercial corners zoning. The rural metro office building located on the southeast corner of Granite Reef and Indian School Road is zoned C-O. The vacant commercial corner located on the northeast corner of Granite Reef and Indian School Road is zoned C-1 a higher density zoning. Our use of the property under the new C-O zoning would not change as it would remain an office building designed for office uses.

We feel this property accomplishes many things for the neighborhood and the city of Scottsdale. Indian School Road has become the major gateway into downtown Scottsdale from the 101 freeway. This project upon approval eliminates what is now an eyesore leading into the city. It creates a new neighborhood office building, which compliments the existing buildings in the area. The rehabilitation project of an older building in a south Scottsdale neighborhood should be viewed as a positive project for the community and we ask for your approval.

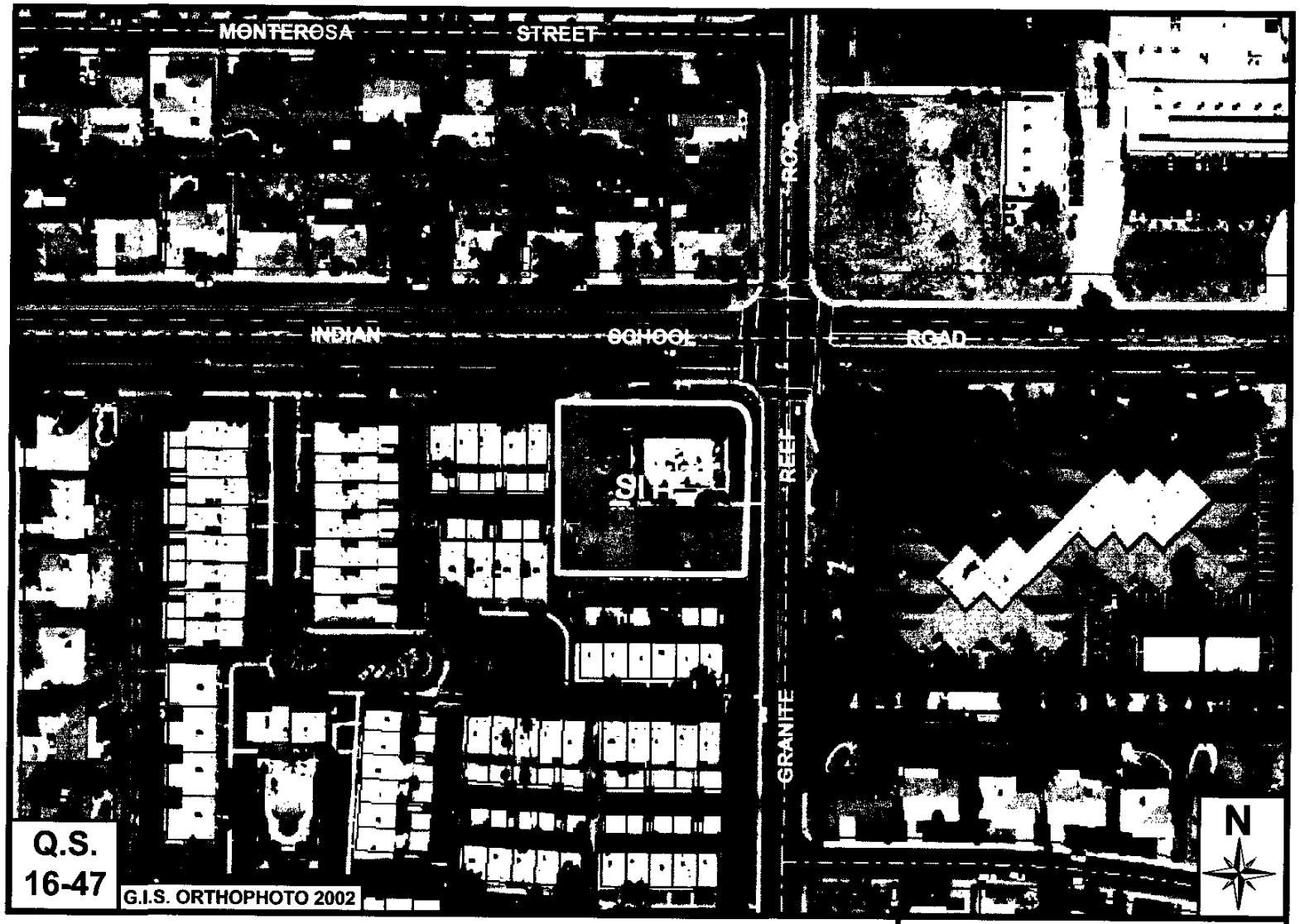
ATTACHMENT #1



Granite Reef Office

22-ZN-2002

ATTACHMENT #2

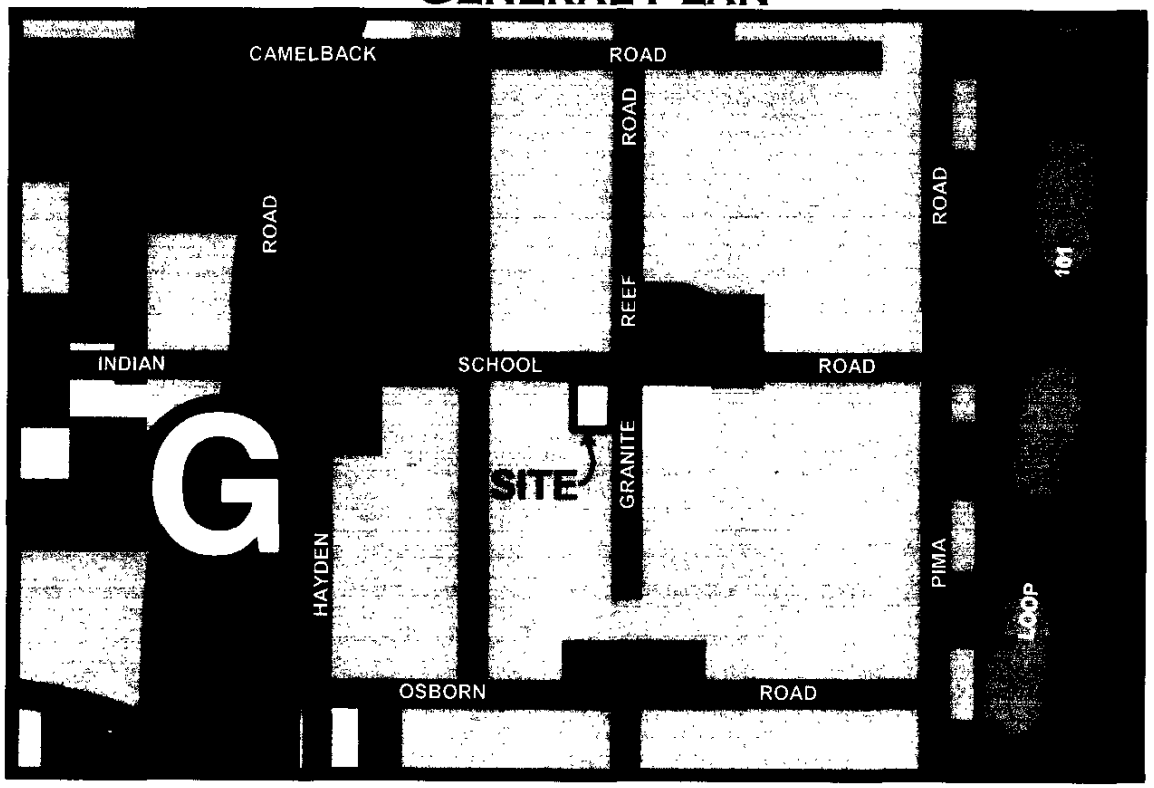


Granite Reef Office

22-ZN-2002

ATTACHMENT #2A

GENERAL PLAN



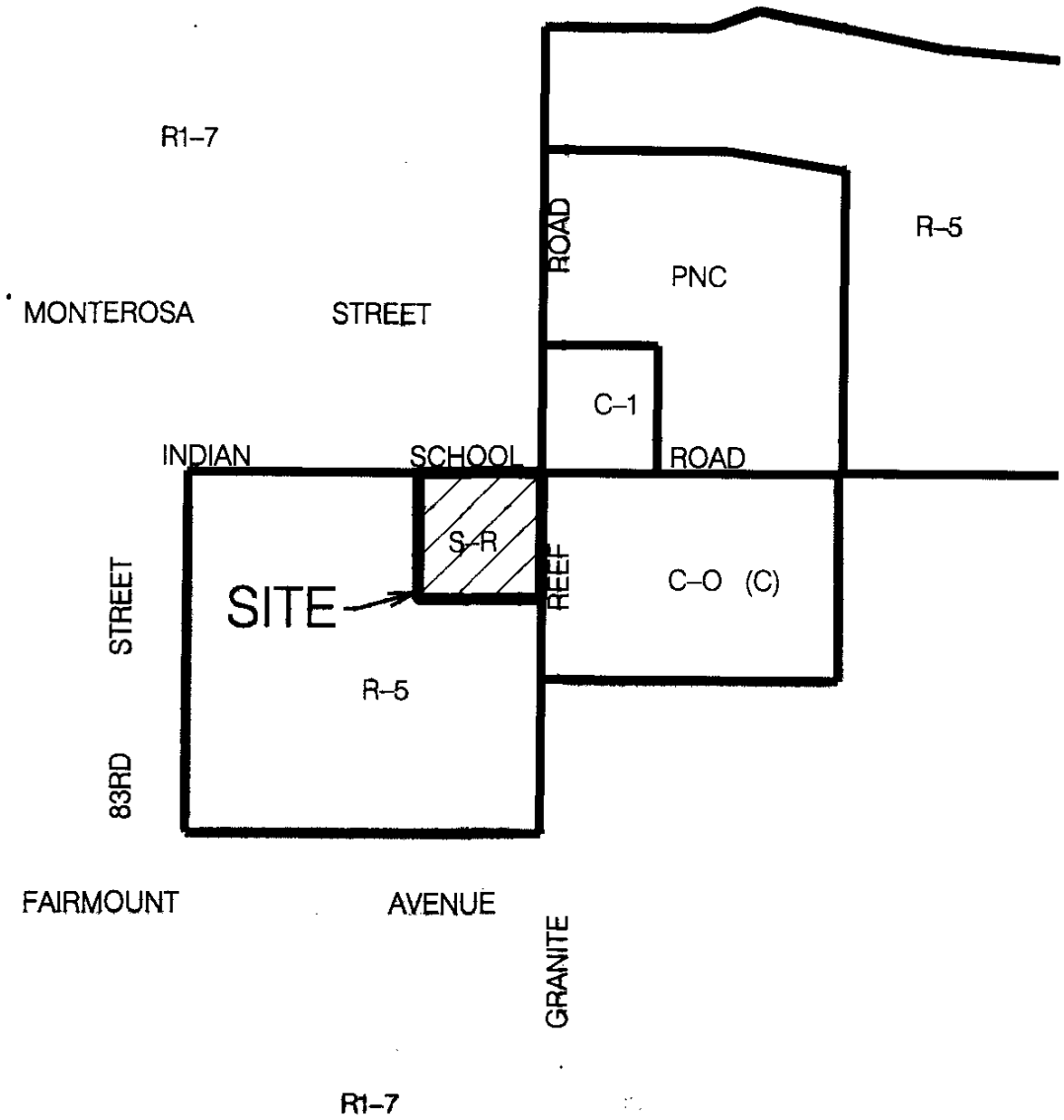
Rural Neighborhoods
Suburban Neighborhoods
Urban Neighborhoods
Mixed-Use Neighborhoods
Resorts/Tourism
Shea Corridor
Mayo Support District
Regional Use District

Commercial
Office
Employment
Natural Open Space
Developed Open Space (Parks)
Developed Open Space (Golf Courses)
Cultural/Institutional or Public Use
State Trust Lands under State Land Commissioner's Order #078-2001/2002

McDowell Sonoran Preserve (as of 3 /2002)
Recommended Study Boundary of the McDowell Sonoran Preserve
City Boundary

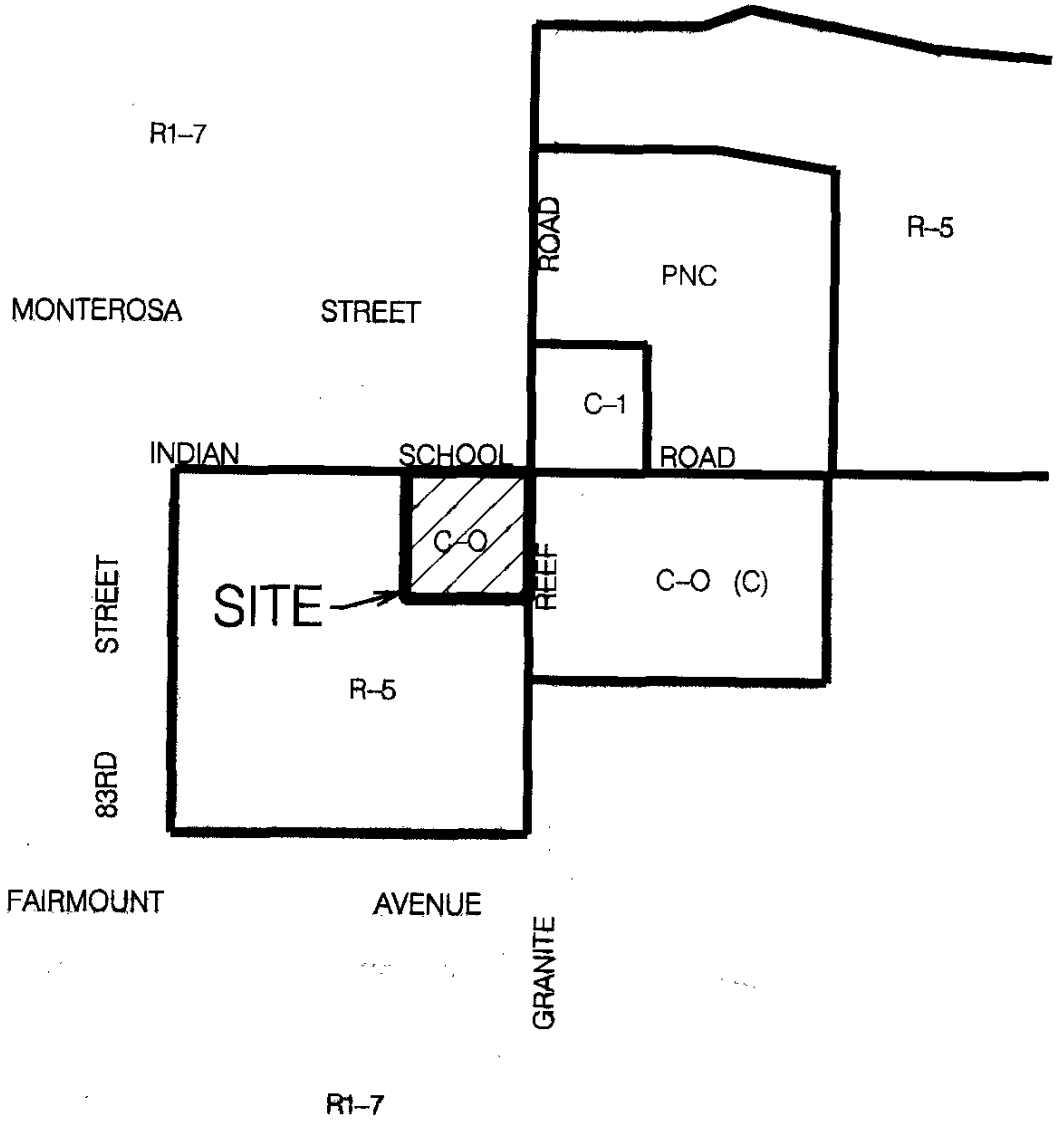
N

22-ZN-2002
ATTACHMENT #3



22–ZN–2002

ATTACHMENT #4



22–ZN–2002

ATTACHMENT #4A

STIPULATIONS FOR CASE 22-ZN-2002

PLANNING/ DEVELOPMENT

1. CONFORMANCE TO SITE PLAN. Development shall conform with the site plan submitted by Design Coalition and dated 10/30/2002. These stipulations take precedence over the above-referenced site plan. Any proposed significant change, as determined by the Zoning Administrator, shall be subject to subsequent public hearings before the Planning Commission and City Council.

2. *BUILDING HEIGHT LIMITATIONS. The maximum building height shall be thirty two (32) feet.*

CIRCULATION

1. ACCESS RESTRICTIONS. Before issuance of any certificate of occupancy for the site, the developer shall dedicate the necessary right-of-way, as determined by city staff, and construct the following access to the site. Access to the site shall conform to the following restrictions (distances measured to the driveway or street centerlines):

   a. Indian School Road and Granite Reef - The developer shall dedicate a one-foot wide vehicular non-access easement on this street except at the approved street entrances.
   b. Maintain the current location of the driveways on Indian School Road and Granite Reef.

DRAINAGE AND FLOOD CONTROL

1. CONCEPTUAL DRAINAGE REPORT. With the Development Review Board submittal, the developer shall submit a conceptual drainage report and plan subject to city staff approval. The conceptual report and plan shall conform to the Design Standards and Policies Manual - Drainage Report Preparation. In addition, the conceptual drainage report and plan shall:

   a. Determine easement dimensions necessary to accommodate design discharges.
   b. Demonstrate how the storm water storage requirement is satisfied, indicating the location, volume and drainage area of all storage.
   c. Include flood zone information to establish the basis for determining finish floor elevations in conformance with the Scottsdale Revised Code.
   d. Include a complete description of requirements relating to project phasing.

2. FINAL DRAINAGE REPORT. With the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a final drainage report and plan subject to city staff approval. The final drainage report and plan shall conform to the Design Standards and Policies Manual – Drainage Report and Preparation.

3. STORM WATER STORAGE REQUIREMENT. Before improvement plan approval, the developer shall submit a final drainage report and plan which calculates the storm water storage volume required, Vr, and the volume provided, Vp, using the 100-year, 2-hour storm event.

4. STORM WATER STORAGE EASEMENTS. With the Development Review Board submittal, the developer shall submit a site plan subject to city staff approval. The site plan shall include and identify tracts with easements dedicated for the purposes of storm water storage, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual.

ATTACHMENT #5

5. DRAINAGE EASEMENTS. Before the issuance of any building permit for the site, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all drainage easements necessary to serve the site.

VERIFICATION OF COMPLIANCE

1. REQUIRED SPECIAL INSPECTIONS. Before the approval of the improvement plans, the Project Quality/Compliance Division staff shall specify those drainage facilities that shall be required to have Special Inspections. See Section 2-109 of the Design Standards and Policies Manual for more information on this process.

2. CONDITION FOR ISSUANCE OF GRADING & DRAINAGE PERMIT. Before the issuance of a Grading & Drainage Permit:

   a. The developer shall certify to the Project Quality/Compliance Division, that it has retained an Inspecting Engineer by completing Part I (Project Information) and Part II (Owner's Notification of Special Inspection) of the Certificate of Special Inspection of Drainage Facilities (CSIDF); and,
   b. The Inspecting Engineer shall seal, sign and date Part III (Certificate of Responsibility) of the CSIDF.

3. CONDITION FOR ISSUANCE OF CERTIFICATE OF OCCUPANCY AND/OR LETTER OF ACCEPTANCE. Before the issuance of a Certificate of Occupancy and/or a Letter of Acceptance:

   a. The Inspecting Engineer shall seal, sign and date the Certificate of Compliance form.
   b. The developer shall submit all required Special Inspection Checklists and the completed Certificate of Compliance form to the Inspection Services Division. The Certificate of Compliance form shall be sealed, signed and dated by the Inspecting Engineer, and shall be attached to all required Special Inspection Checklists completed by the Inspecting Engineer.

4. AS-BUILT PLANS. City staff may at any time request the developer to submit As-built plans to the Inspection Services Division. As-built plans shall be certified in writing by a registered professional civil engineer, using as-built data from a registered land surveyor. As-built plans for drainage facilities and structures shall include, but are not limited to, streets, lot grading, storm drain pipe, valley gutters, curb and gutter, flood walls, culverts, inlet and outlet structures, dams, berms, lined and unlined open channels, storm water storage basins and underground storm water storage tanks, bridges as determined by city staff.

OTHER REQUIREMENTS

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS. All construction activities that disturb five or more acres, or less than five acres if the site is a part of a greater common plan, shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities. [NOI forms are available in the City of Scottsdale One Stop Shop, 7447 East Indian School Road, Suite 100. Contact Region 9 of the U.S. Environmental Protection Agency at 415-744-1500, and the Arizona Department of Environmental Quality at 602-207-4574 or at web site http://www.epa.gov/region.

   The developer shall:

a. Submit a completed Notice of Intent (NOI) to the EPA.
b. Submit a completed Storm Water Pollution Prevention Plan (SWPPP) to the EPA.

2. NOTICE OF INTENT (NOI). With the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a copy of the NOI.

3. SECTION 404 PERMITS. With the improvement plan submittal to the Project Quality/Compliance Division, the developer' engineer must certify that it complies with, or is exempt from, Section 404 of the Clean Water Act of the United States. [Section 404 regulates the discharge of dredged or fill material into a wetland, lake, (including dry lakes), river, stream (including intermittent streams, ephemeral washes, and arroyos), or other waters of the United States.]

4. DUST CONTROL PERMITS. Before commencing grading on sites 1/10 acre or larger, the developer shall have obtained a Dust Control Permit (earth moving equipment permit) from Maricopa County Division of Air Pollution Control. Call the county 602-507-6727 for fees and application information.

5. UTILITY CONFLICT COORDINATION. With the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a signed No Conflict form (not required for city owned utilities) from every affected utility company.

ADDITIONAL INFORMATION FOR CASE 22-ZN-2002

PLANNING/DEVELOPMENT

1. DEVELOPMENT CONTINGENCIES. The approved development program, including intensity, may be changed due to drainage issues, and other site planning concerns which will need to be resolved at the time of site plan approval. Appropriate design solutions to these constraints may preclude achievement of the proposed development program.

2. DEVELOPMENT REVIEW BOARD. The City Council directs the Development Review Board's attention to:

   a. landscaping adjacent to residential,
   b the type, height, design, and intensity of proposed new lighting on the site, to ensure that it is compatible with the adjacent uses,
   c. storm water management systems, and
   d. pedestrian access to adjacent streets.

3. *VOLUME. With the Development Review Board submittal, the developer needs to demonstrate that this building complies with the Commercial Office (C-O) District property development standards, specifically volume, to the satisfaction of City Staff.*

4. *PARKING. With the Development Review Board submittal, the developer needs to demonstrate how this proposal is in compliance with Article IX of the Zoning Ordinance, to the satisfaction of City Staff.*

ENGINEERING

1. RESPONSIBILITY FOR CONSTRUCTION OF INFRASTRUCTURE. The developer shall be responsible for all improvements associated with the development or phase of the development and/or required for access or service to the development or phase of the development. Improvements shall include, but not be limited to washes, storm drains, drainage structures, water systems, sanitary sewer systems, curbs and gutters, paving, sidewalks, streetlights, street signs, and landscaping. The granting of zoning/use permit does not and shall not commit the city to provide any of these improvements.

2. FEES. The construction of water and sewer facilities necessary to serve the site shall not be in-lieu of those fees that are applicable at the time building permits are granted. Fees shall include, but not be limited to the water development fee, water resources development fee, water recharge fee, sewer development fee or development tax, water replenishment district charge, pump tax, or any other water, sewer, or effluent fee.

3. STREET CONSTRUCTION STANDARDS. The streets for the site shall be designed and constructed to the standards in the Design Standards and Policies Manual.

4. CITY CONTROL OF ACCESS. The city retains the right to modify or void access within city right-of-way. The city's responsibility to promote safe conditions for the traveling public takes precedence over the stipulations above.

SUPPLEMENTAL INFORMATION FOR CASE 22-ZN-2002

SITE DETAILS

EXISTING USE:	*Office*
PROPOSED USE:	*Office*
NUMBER OF BUILDINGS/DESCRIPTION:	*One Building (Two Story)*
PARCEL SIZE:	*0.74 Acres or 32,233 Square Feet*
BUILDING HEIGHT ALLOWED:	*36 feet*
EXISTING BUILDING HEIGHT:	*28+/- feet (Two Story)*
PROPOSED BUILDING HEIGHT:	*32 feet maximum (Two Story)*
EXISTING FLOOR AREA:	*Approx. 6,000 square feet*
FLOOR AREA:	*Approx. 15,000 square feet*
PARKING REQUIRED:	*50 spaces*
PARKING PROVIDED:	*51 spaces*

ATTACHMENT #7

TRAFFIC IMPACT ANALYSIS SUMMARY
22-ZN-2002
SWC Indian School Road & Granite Reef Road

Existing Conditions:
Indian School Road is identified as a Citywide System Street on the new mobility element of the city's General Plan and is designed as a minor arterial cross section. The street has two lanes in each direction with a center two-way left turn lane in the vicinity of the site. The posted speed limit on Indian School Road in the vicinity of Granite Reef Road is 40-MPH. The average daily traffic volume on Indian School Road as measured in January 2001 was 30,330 vehicles per day. A minor arterial cross section is designed to carry up to 35,000 vehicles per day. Indian School Road extends west into Phoenix and east in the Salt River Pima Maricopa Indian Community and provides a link from downtown Scottsdale to the Loop 101 Freeway.

Granite Reef Road is identified as a Neighborhood Systems Street on the new mobility element of the city's General Plan and is designed as a minor collector cross section. The street has one lane in each direction with a center two-way left turn lane. The posted speed limit on Granite Reef Road is 25-MPH south of Indian School Road and 35-MPH north of Indian School Road. The average daily traffic on Granite Reef Road as measured in January 2001 was 3,297 vehicles per day. A minor collector cross section is designed to carry up to 15,000 vehicles per day. Granite Reef Road extends south of Indian School Road to approximately Osborn Road and north of Indian School Road to Indian Bend Road.

The intersection of Indian School Road and Granite Reef Road is controlled by a traffic signal. There are exclusive left-turn lanes on all approaches. There is a right-turn lane on the west leg of the intersection for eastbound traffic.

Accident data was reviewed for 2001 and to date 2002. During this time period there have been ten collisions at the intersection of Indian School Road and Granite Reef Road, two in the Year 2001 and eight to date in the Year 2002. There were no significant trends among the accident data.

Proposed Development:
The project site is located on the southwest corner of the intersection of Indian School Road and Granite Reef Road. It is currently zoned Service Residential (S-R) and is developed as a two-story office building. The applicant is requesting to rezone the site to Commercial Office (C-O) to allow expansion and remodeling of the existing building. The applicant does not plan to change the current use for the building. The requested rezoning will allow the applicant to expand and remodel the building while maintaining the existing building height. The existing building area is 5,500 square feet. The proposed remodeled building area will be 14,000 square feet. The parking lot will also be reconfigured to provide additional parking for the enlarged building.

To understand the potential traffic impacts of this proposed rezoning, it is helpful to evaluate other possible land use scenarios for this building. Under the existing S-R zoning, the existing building could be used for medical or dental offices; however the building cannot be expanded under the existing zoning because of the height restrictions in the S-R District. Under the proposed C-O zoning, the expanded building could also be used for medical or dental offices. An alternate land use that would be allowed in the proposed C-O zoning but not in the existing S-R zoning is a bank facility. The Trip Generation Table below shows the estimated trip generation for each of these scenarios.

TRIP GENERATION TABLE

Land Use	Daily Total	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Existing Building and Current Land Use General Office 5,500 square feet S-R Zoning	61	8	1	9	1	7	8
Expanded Building and Current Land Use General Office 14,000 square feet C-O Zoning	154	16	3	22	4	17	21
Total New Trips	**93**	**8**	**2**	**13**	**3**	**10**	**13**
Existing Building and Alternate Land Use Medical-Dental Office 5,500 square feet **S-R** Zoning	199	10	3	13	5	15	20
Expanded Building and Alternate Land Use Medical-Dental Office 14,000 square feet **C-O** Zoning	506	27	7	34	14	37	51
Expanded Building and Alternate Land Use Drive-Thru Bank 14,000 square feet **C-O** Zoning	3,713	99	78	177	384	383	767

This table demonstrates that for general office uses, the trips generated by the proposed 14,000 square foot building will increase by 93 per day over the existing 5,500 square foot building and would also result in an increase in 13 trips during the morning peak hour and 13 trips during the evening peak hour. This table also shows that there are land uses, medical or dental office is illustrated above, allowed in the existing S-R zoning that would generate more trips per day for the existing building than the proposed general office use will for the expanded building. Further, the table demonstrates that there are uses allowed in the C-O zoning that would generate many more trips per day than general office use. A medical or dental office use is also allowed in C-O zoning; however, the building can be expanded under the C-O zoning as opposed to the S-R zoning. A Drive-Thru Bank is one example of a land use that would be allowed in the C-O zoning but not in the S-R zoning. This land use would generate more than 20 times as many trips as the proposed general office use.

A traffic impact study has been prepared for this project by United Civil Group Corporation under the City of Scottsdale's Traffic Impact and Mitigation Analysis (TIMA) program. The traffic impact study compares the trip generation characteristics and impacts of the proposed project to what could be developed under existing zoning.

Additional Information:
The project site currently has two driveway locations, one from Granite Reef Road and one from the frontage road along the south side of Indian School Road. The driveway on the Indian School Road frontage road is located very close to the intersection of Indian School Road and

Granite Reef Road. Because of this, there is no designated left turn lane for westbound traffic on Indian School Road at the driveway. Left turns from this location would conflict with the left turn lane for eastbound traffic at the intersection with Granite Reef Road. As a result, turning left from the driveway onto westbound Indian School Road would be difficult. The driveway on Granite Reef Road is a full access driveway.

Future Conditions:
The submitted traffic study analyzes the traffic conditions for the horizon year of 2005. Intersection capacity calculations were performed at the intersection of Indian School Road and Granite Reef Road and at the site driveways. Capacity calculations were performed for three scenarios: the existing building and general office use, background traffic at the intersection in the Year 2005, and total traffic at the intersection for the proposed expanded building with general office use in the Year 2005. The Level of Service (LOS) Table below demonstrates that expanding the building from 5,500 square feet to 14,000 square feet does not change the LOS at the intersection of Indian School Road and Granite Reef Road for the morning or the evening peak hour in the Year 2005. The LOS at the intersection during the p.m. peak hour will downgrade from LOS A under existing conditions to LOS B in 2005 due to an increase in the background traffic. The LOS table shows that the intersection of Indian School Road and Granite Reef Road will operate at LOS B in the a.m. and p.m. peak hours in 2005 with the proposed project traffic.

The LOS at the site driveway on Indian School Road will be LOS B in the a.m. peak hour and LOS C in the p.m. peak hour for traffic exiting the site. The LOS at the site driveway on Granite Reef Road will be LOS B in the a.m. and p.m. peak hours for traffic exiting the site.

LEVEL OF SERVICE TABLE

	Indian School Road & Granite Reef Road		
	Existing Conditions Year 2001	**Background Traffic Year 2005**	**Background + Project Traffic Year 2005**
AM Peak Hour	B	B	B
PM Peak Hour	A	B	B

Although the intersection of Indian School Road and Granite Reef Road is operating at an acceptable LOS, the traffic volume on Indian School Road itself is getting very near capacity. United Civil Group included an analysis of the roadway performance which determines the operating efficiency of a roadway segment based on the volume to capacity ratio of the roadway segment. Indian School Road is operating at LOS E in the Year 2005 with a volume to capacity ratio of 0.87 according to these measures of efficiency. The performance of Indian School Road can be enhanced through the use of Intelligent Transportation Systems (ITS) equipment. The City has installed ITS devices along the Indian School Road corridor and is currently beginning an evaluation process to determine the travel time improvements that result from this application. According to the United States Department of Transportation, ITS application has the ability to improve travel time along a segment by as much as twenty-five percent.

Summary:
Expanding the office building on the southwest corner of the intersection of Granite Reef Road and Indian School Road as proposed will result in 93 more trips per day to and from the site,

with 13 new trips in the a.m. peak hour and 13 new trips in the p.m. peak hour. This increase in trips is not enough to affect the level of service (LOS) at the signalized intersection of Indian School Road and Granite Reef Road for the Year 2005 conditions. Although the intersection of Indian School Road and Granite Reef Road will be performing well, the traffic volumes on Indian School Road are approaching capacity. Travel time on Indian School Road may be improved by up to 25% in response to the ITS equipment recently installed along the Indian School Road corridor.

Staff Concerns:

- Because of the proximity to the intersection of Indian School Road and Granite Reef Road, the left-turn movement from the site driveway on Indian School Road may be difficult during peak traffic periods.

CITIZEN REVIEW REPORT
8399 E. INDIAN SCHOOL ROAD
401 PA 2002

1. Details of the methods used to involve the public including:

A. Dates and locations of all meetings and all other contacts where citizens were invited to discuss the applicant's proposal.

Two open Public Meetings were held at the project site (8399 E. Indian School Road). One on October 12, 2002 from 2:00pm - 4:00pm and another on October 14, 2002 from 5:00pm – 7:00pm.

B. Content (i.e. sample letter), dates mailed, and numbers of mailings, including letters, newsletters, and other publications.

An informational letter and packet was mailed to over one hundred sixty property owners within seven hundred fifty feet of the project (an example packet is enclosed).

C. Map showing where notified parties are located.

Map enclosed showing mailing area.

D. Listing of people that participated in the process.

Tom Frenkel, developer of the project, conducted meetings.

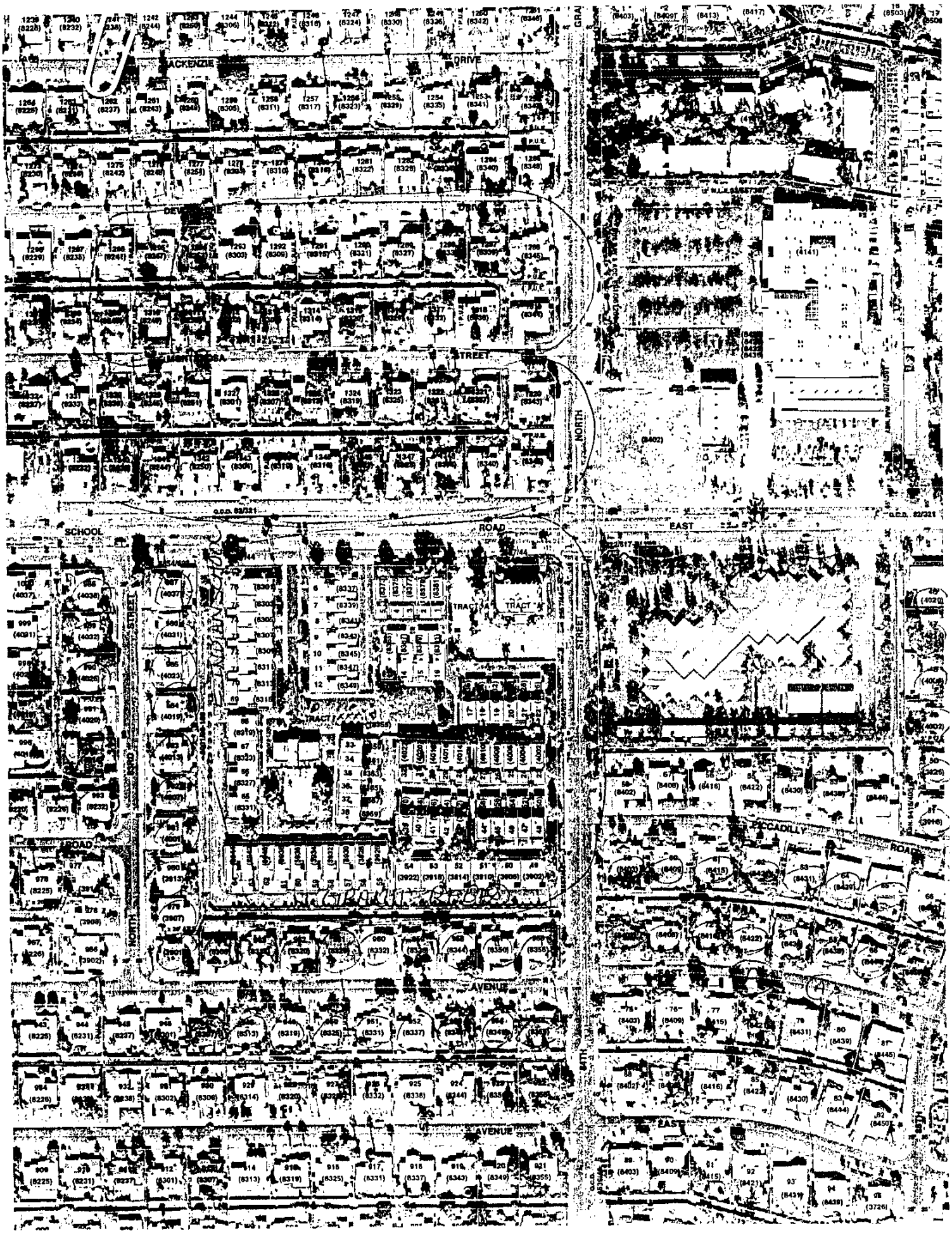
2. A summary of the issues, concerns and problems expressed during the process including:

A. The substance of issues, concerns and problems.

Three residents showed up during the two public meetings all were in support of the improvements planned in the project. All three of the residents were from the adjacent town home project. Two residents were concerned about any potential new trees to be planted adjacent to their masonry walls. The townhouse complex has had some difficulty in the past years with roots from existing trees damaging the fence. They have requested that no new trees be planted in these potentially problem areas as to not recreate this problem. The third resident was in support of the planned project but disgruntled with the condition of the grounds in the past year.

B. The method by which the applicant has addressed or intends to address the issues, concerns and problems identified during the process.

I met with Tim Curtis my project coordinator with the City of Scottsdale. He informed me that the city would not require trees in the areas adjacent to the neighboring property owner's wall. I sent a letter (enclosed) to Mr. Robert Hampton, president of the association, informing him that no trees would be planted in areas adjacent to the masonry walls of which he was concerned about. I also addressed the concerns of the adjacent property owner who was upset with the existing condition of the grounds. I assured her that upon my taking legal ownership of the property on December 22, 2002 that I would immediately have a landscaping service crew restore the grounds to a condition that will be presentable and that I would stay in contact with her. She was unaware that I was not the current owner and was satisfied with my assurances. I will stay in contact with her. I plan to keep a record of all contact I receive in support or against the project and I will submit this log to my coordinator prior to the planning commission meeting.



MACKENZIE
DRIVE
STREET
NORTH
SCHOOL
ROAD
EAST
TRACT
PICCADILLY
ROAD
AVENUE
EAST
AVENUE
EAST

THE CLAYTON
COMPANIES

October 15, 2002

Robert Hampton
8309 N. Indian School Road
Scottsdale, AZ 85251

Dear Bob,

Enclosed are the full size renderings of the elevations for the remodeled building at 8399 E. Indian School Road. I met yesterday with Tim Curtis my project coordinator at the City of Scottsdale. I explained to him your concerns as President of the Association about trees being planted along the south and west landscape areas adjacent to your masonry wall. Mr. Curtis said the City of Scottsdale would not require trees and I could replace them with shrubs. I am in the process of doing so and you can be assured trees will not be planted in those areas. I appreciate your support of my planned project. Please feel free to contact me with any additional comments or concerns.

Sincerely,

Tom Frenkel

COMMERCIAL REAL ESTATE DEVELOPMENT
[illegible] Scottsdale, AZ 85251 ■ Phone: 480-941-2200 ■ FAX: 480-423-0689

THE CLAYTON
COMPANIES

Re: Development – 8399 E. Indian School Road

Dear property owner,

My name is Tom Frenkel and I am purchasing the building located at 8399 E. Indian School Road (SW corner of Indian School and Granite Reef). As a neighboring property owner I am writing you to inform you of my improvement plans for the building which will greatly enhance what has been a neighborhood eyesore for the past few years.

Before I elaborate on the plans I would like to tell you a little something about myself. I have been a resident of Scottsdale for eighteen years. I am married with three children and I live approximately two miles from the building. My office is located in downtown Scottsdale, approximately one half mile from the building. I own eighteen similar properties within a mile of the site. I have purchased most of these properties in similar disrepair, rehabilitated them, leased them and held them as long term investments.

This particular property at 8399 E. Indian School Road is ideally suited for redevelopment. My plans are to completely rehabilitate the existing office building in conjunction with an addition to the building of approximately eight thousand square feet. The addition will be built approximately fifteen to twenty feet around the perimeter of the existing structure. This will give the entire outside of the building a new façade and the appearance of a new office building. I have enclosed with this letter drawings showing the new elevations of the building. In addition to the buildings new exterior I plan to re-landscape the entire grounds, add additional parking spaces and repave the parking lot which is in disrepair. Upon completion this remodeled building will be a beautiful office building and a positive addition to this neighborhood.

In order to accomplish this I am asking the Scottsdale city council to rezone the property from the existing zoning of S-R (service residential) to C-O (commercial office) zoning. The existing building is a two-story building, which is not allowed under current S-R zoning. The S-R zoning category was changed after this building was built. In order to complete the remodel and addition to the building C-O zoning would be required which allows for a two level building. There would be no change in use as the new C-O zoning restricts the occupancy to office use, which is what the current S-R zoning allows.

Included with this letter are several items, which should help you get a perspective of the new building. I have included a preliminary site plan and elevations, which depict the completed building. In addition, I have included a rendering of my last building, which I recently completed in downtown Scottsdale. It is located at 4021 N. 75th Street (1/2 block south of Indian School Road behind the car wash). I completed the building in early 2002 and I encourage you to go see it. I anticipate the remodeled office building at 8399 E. Indian School Road to be every bit as nice in architecture and presence. Please feel free to contact me at any time to meet about the proposed remodel. I am happy to answer any questions you may have and address any potential concerns. As I mentioned my office is in downtown Scottsdale and I am happy to set an appointment with you at any time to discuss my plans. I will be at the building on Saturday October 12, 2002 from 2:00pm to 4:00pm and again on Monday October 19, 2002 from 5:00pm to 7:oopm with my plans. Please feel free to come by and see them at which time I will answer any questions you may have. I look forward to meeting you and hopefully having your full support.

Sincerely,

Tom Frenkel
Clayton Companies

(480) 941-2260 Office
(602) 989-7295 Mobile

THE CLAYTON

COMPANIES

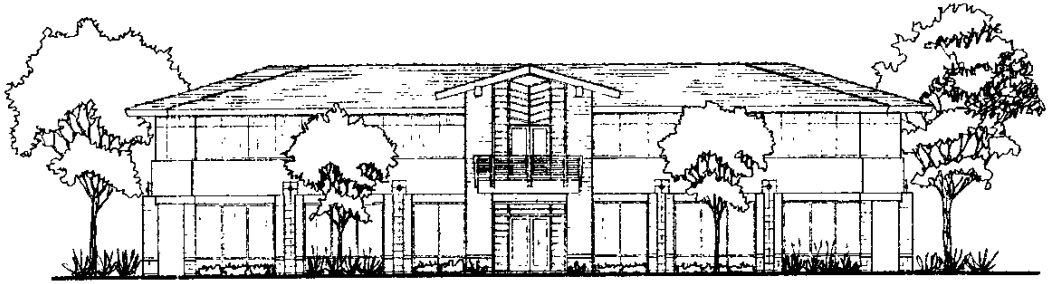
PROJECT NARRATIVE
8399 E. Indian School Road
PA 401-2002

This project encompasses the complete remodeling and a building addition to a vacant dilapidated office building located at 8399 E. Indian School Road. The building has been vacant for approximately two years and the structure and grounds are in disrepair. Applicant is in escrow to purchase the building and is planning a major rehabilitation to the site. The rehabilitation consists of an addition to the existing structure of approximately eight thousand square feet. This new two-story addition will be built fifteen to twenty feet all the way around the existing structure. This will give the outside of the building completely new elevations and the appearance of a new office building. The existing structure improvements will be incorporated into the new structure being constructed. As part of this redevelopment the grounds will be re-landscaped with mature trees being brought in. Also additional parking will be added to the site with the existing lot to be re-paved.

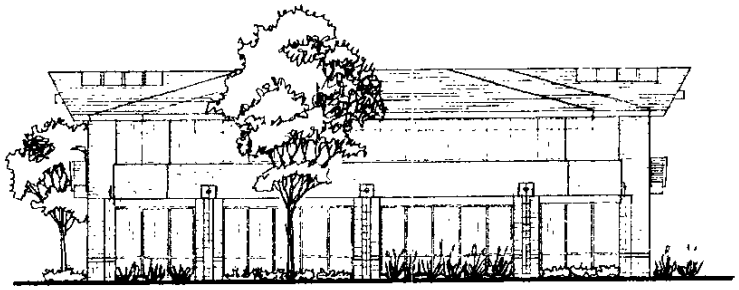
In order to complete this project a change from the existing S-R (service residential) zoning to C-O (commercial office) zoning is being requested. This change in zoning is required to accommodate the two level addition being added to the existing two level building. Under current S-R zoning two level buildings are not permitted. The existing building was built prior to the existing standards which does not allow two level buildings in S-R zoning. Our request would bring our building into compliance with a zoning category which allows two level structures. The required zoning is compatible to the neighboring commercial corners zoning. The rural metro office building located on the southeast corner of Granite Reef and Indian School Road is zoned C-O. The vacant commercial corner located on the northeast corner of Granite Reef and Indian School Road is zoned C-1 a higher density zoning. Our use of the property under the new C-O zoning would not change as it would remain an office building designed for office uses.

We feel this property accomplishes many things for the neighborhood and the city of Scottsdale. Indian School Road has become the major gateway into downtown Scottsdale from the 101 freeway. This project upon approval eliminates what is now an eyesore leading into the city. It creates a new neighborhood office building, which compliments the existing buildings in the area. The rehabilitation project of an older building in a south Scottsdale neighborhood should be viewed as a positive project for the community and we ask for your approval.

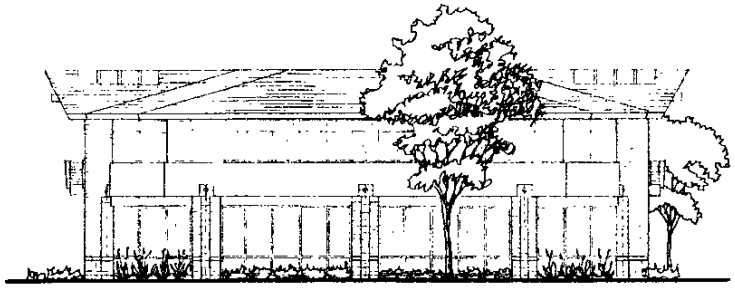
C.D. [illegible] REAL ESTATE DEVELOPMENT
[illegible] AZ 85[illegible] ■ PHONE: 480-94[illegible]-2260 ■ FAX: 480-423-0689



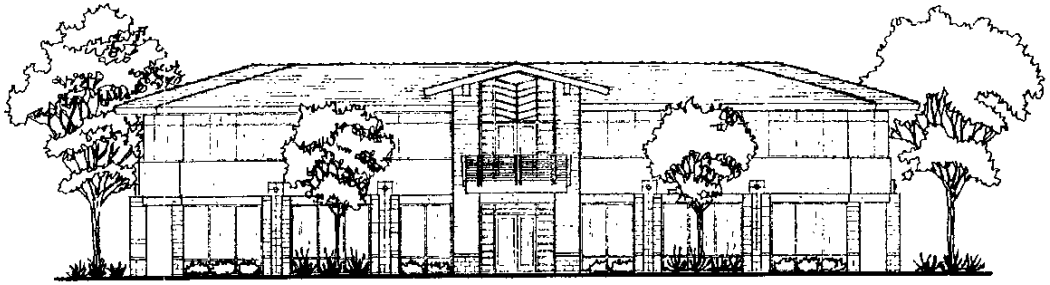
SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION



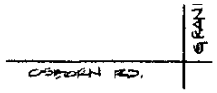
NORTH ELEVATION

REMODEL FOR TOM FRENKEL

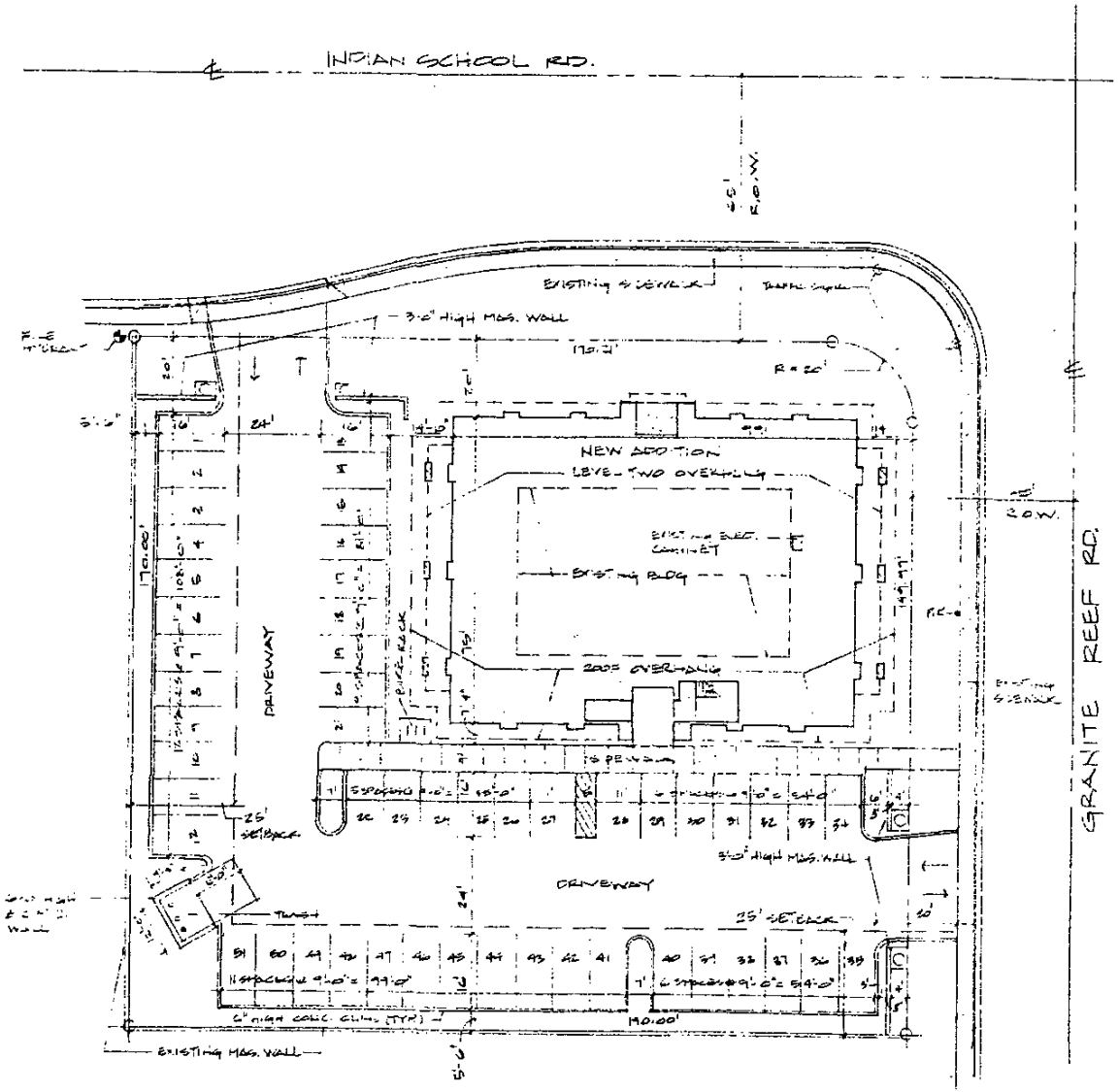
8339 E. INDIAN SCHOOL ROAD

SCOTTSDALE, ARIZONA

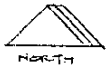
DESIGN COALITION
737 W. WHY WORRY LANE
PHOENIX, ARIZONA
602-395-9580

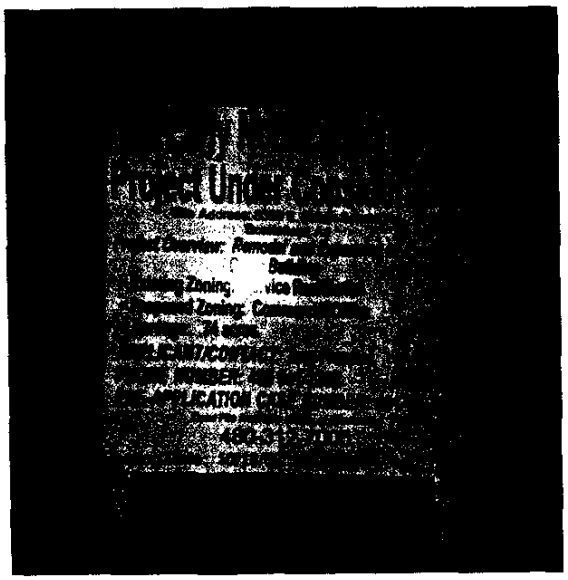


VICINITY MAP
1"=1 TO SCALE



SITE PLAN
1"=20'





AFFIDAVIT

I, Lauren E. Krueger, state and affirm the following:

1. I am the owner/manager of Scottsdale Sign LLC dba Scottsdale Sign-A-Rama, 7904 E. Chaparral Rd. Ste. A-106, Scottsdale, Arizona;

2. The attached billing statement is a contract between the Clayton Companies and Scottsdale Sign-A-Rama for the manufacture and installation of an Early Notification sign meeting the specifications of the City of Scottsdale;

3. I supervised the installation of this sign at 8399 E. Indian School Road, Scottsdale, on October 18, 2002, as shown in the attached picture.

ERIK FRANDSEN
NOTARY PUBLIC – ARIZONA
MARICOPA COUNTY COUNTY
My Commission Expires
JULY 10, 2006

Lauren E. Krueger

Lauren E. Krueger

The foregoing instrument was acknowledged before me this 22 day of October, 2002, by Lauren Krueger.

State of _____
County of _____
Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20__ by

State of Arizona
County of Maricopa
Subscribed and sworn to (or affirmed) before me this 22 day of October, 2002 by
Lauren E Krueger

Notary Public

(Seal)

My commission expires July 10, 2006

CASE NO: 401-PA-2002
PROJECT LOCATION: 8399 E Indian School Road

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)	Type / Meeting	Of / Phone	Contact / Letter
10-9-02	Scottsdale District 3011 N 44th Street Phoenix AZ 85018			X
10-9-02	Royal Metro 8401 E. Indian School Rd Scottsdale AZ 85251			X
10-9-02	Dupont 1286 E. Devonshire Drive Scottsdale AZ 85251			X
10-9-02	Dupont 1287 E Devonshire Drive Scottsdale AZ 85251			X
10-9-02	Dupont 1288 E. Devonshire Drive Scottsdale AZ 85251			X
10-9-02	Dupont 1289 E Devonshire Drive Scottsdale AZ 85251			X
10-9-02	Dupont 1290 E Devonshire Drive Scottsdale AZ 85251			X
10-9-02	Dupont 1291 E. Devonshire Drive Scottsdale AZ 85251			X
10-9-02	Dupont 1292 E. Devonshire Drive Scottsdale AZ 85251			X
10-9-02	Dupont 1293 E Devonshire Drive Scottsdale AZ 85251			X
10-9-02	Dupont 1294 E Devonshire Drive Scottsdale AZ 85251			X

Signature of owner/applicant

10/19/02
Date

401-PA-2002
10/15/2002

22-ZN-2002
10/30/2002

CASE NO: 1-DI-PA-2002
PROJECT LOCATION: 8399 E Indian School Road

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)		Type Meeting	Of Phone	Contact X Letter
10-9-02	Occupant	1295 E Devonshire Drive Scottsdale AZ 85251			X
10-9-02	Occupant	1296 E Devonshire Drive Scottsdale AZ 85251			X
10-9-02	Occupant	1309 E Montecosa Street Scottsdale AZ 85251			X
10-9-02	Occupant	1310 E Montecosa Street Scottsdale AZ 85251			X
10-9-02	Occupant	1311 E Montecosa Street Scottsdale AZ 85251			X
10-9-02	Occupant	1312 E Montecosa Street Scottsdale AZ 85251			X
10-9-02	Occupant	1313 E Montecosa Street Scottsdale AZ 85251			X
10-9-02	Occupant	1314 E Montecosa Street Scottsdale AZ 85251			X
10-9-02	Occupant	1315 E Montecosa Street Scottsdale AZ 85251			X
10-9-02	Occupant	1316 E Montecosa Street Scottsdale AZ 85251			X
10-9-02	Occupant	1317 E Montecosa Street Scottsdale AZ 85251			X

Signature of owner/applicant

10/14/02
Date

CASE NO: 4D1 PA 2000
PROJECT LOCATION: 8399 E Indian School Road

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)		Type / Meeting	Of / Phone	Contact X / Letter
10-9-00	Occupant	1318 E Monterosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1319 E Monterosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1320 E Monterosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1321 E Monterosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1322 E Monterosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1323 E Monterosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1324 E Monterosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1325 E Monterosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1326 E Monterosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1327 E Monterosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1328 E Monterosa Street Scottsdale AZ 85251			X

Signature of owner/applicant

10/14/02
Date

CASE NO: 4-DR-PA-2000
PROJECT LOCATION: 8391 E. Indian School Road

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)		Type: Meeting	Of: Phone	Contact: X Letter
10-9-00	Occupant	1339 E. Montecosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1330 E Montecosa Street Scottsdale AZ 85251			X
10-9-00	Occupant	1340 E Indian School Road Scottsdale AZ 85251			X
10-9-00	Occupant	1341 E Indian School Road Scottsdale AZ 85251			X
10-9-00	Occupant	1342 E. Indian School Road Scottsdale AZ 85251			X
10-9-00	Occupant	1343 E. Indian School Road Scottsdale AZ 85251			X
10-9-00	Occupant	1344 E. Indian School Road Scottsdale AZ 85251			X
10-9-00	Occupant	1345 E. Indian School Road Scottsdale AZ 85251			X
10-9-00	Occupant	1346 E Indian School Road Scottsdale AZ 85251			X
10-9-00	Occupant	1347 E. Indian School Road Scottsdale AZ 85251			X
10-9-00	Occupant	1348 E. Indian School Road Scottsdale AZ 85251			X

Signature of owner/applicant

10/16/02
Date

CASE NO: 4D PA 2000
PROJECT LOCATION: 8349 E Indian School Road

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)		Type: Meeting	Of: Phone	Contact: X Letter
10-9-00	Occupant	1349 E Indian School Road Scottsdale AZ 85251			X
10-9-00	Occupant	1350 E Indian School Road Scottsdale AZ 85251			X
10-9-00	Occupant	4038 N 83rd. Street Scottsdale AZ 85251			X
10-9-00	Occupant	4032 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	4026 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	4020 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	4014 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	8330 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	4037 N 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	4031 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	4023 N. 83rd Street Scottsdale AZ 85251			X

Signature of owner/applicant

10/17/02
Date

CASE NO: 401-PA-2000
PROJECT LOCATION: 8399 E Indian School Road

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)		Type / Meeting	Of / Phone	Contact / X Letter
10-9-00	Occupant	4019 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	4013 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	4007 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	4001 N 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	3913 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	3907 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	3901 N. 83rd Street Scottsdale AZ 85251			X
10-9-00	Occupant	8306 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8314 E. Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8320 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8326 E Fairmount Avenue Scottsdale AZ 85251			X

Signature of owner/applicant

10/17/02
Date

CASE NO: 4D-PA-2000
PROJECT LOCATION: 8399 E Indian School Road

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)		Type / Meeting	Of / Phone	Contact X / Letter
10-9-00	Occupant	8332 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8338 E. Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8344 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8350 E. Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8356 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8402 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8408 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8416 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8422 E. Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8430 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-00	Occupant	8438 E Fairmount Avenue Scottsdale AZ 85251			X

Signature of owner/applicant

10/14/00
Date

CASE NO: 4D1 PA 2002
PROJECT LOCATION: 8349 E Indian School Road

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)	Type: Meeting	Of: Phone	Contact: X Letter
10-9-02	Occupant 8344 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-02	Occupant 8350 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-02	Occupant 8307 E. Fairmount Avenue Scottsdale AZ 85251			X
10-9-02	Occupant 8313 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-02	Occupant 8319 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-02	Occupant 8325 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-02	Occupant 8331 E. Fairmount Avenue Scottsdale AZ 85251			X
10-9-02	Occupant 8337 E. Fairmount Avenue Scottsdale AZ 85251			X
10-9-02	Occupant 8343 E Fairmount Avenue Scottsdale AZ 85251			X
10-9-02	Occupant 8349 E. Fairmount Avenue Scottsdale AZ 85251			X
10-9-02	Occupant 8355 E. Fairmount Avenue Scottsdale AZ 85251			X

Signature of owner/applicant

10/14/02
Date

CASE NO: 4D1 PA 2002
PROJECT LOCATION: 8399 E Indian School Road

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)	Type / Meeting	Of / Phone	Contact / X / Letter
10-9-02	Occupant	8405 E. Piccadilly Road Scottsdale AZ 85251		X
10-9-02	Occupant	8409 E Piccadilly Road Scottsdale AZ 85251		X
10-9-02	Occupant	8415 E Piccadilly Road Scottsdale AZ 85251		X
10-09-02	Occupant	8421 E Piccadilly Road Scottsdale AZ 85251		X
10-9-02	Occupant	8431 E Piccadilly Road Scottsdale 85251		X
10-9-02	Occupant	8439 E. Piccadilly Road Scottsdale AZ 85251		X
10-9-02	Occupant	8445 E. Piccadilly Road Scottsdale AZ 85251		X
10-9-02	Occupant	8451 E Piccadilly Road Scottsdale AZ 85251		X
10-9-02	Occupant	3918 N 85th Street Scottsdale AZ 85251		X
10-9-02	Occupant	3926 N. 85th Street Scottsdale AZ 85251		X
10-9-02	Occupant	4002 N. 85th Street Scottsdale AZ 85251		X

Signature of owner/applicant

10/14/02
Date

CASE NO: 401 PA 2000
PROJECT LOCATION: 8349 E Indian School Road

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)		Type Of Contact: Meeting	Phone	Letter
10-9-02	Occupant	4005 N 85th Street Scottsdale AZ 85251			X
10-9-02	Occupant	4014 N. 85th Street Scottsdale AZ 85251			X
10-9-02	Occupant	4020 N. 85th Street Scottsdale AZ 85251			X
10-9-02	Occupant	3902-3910 N Granite Reef Road Scottsdale AZ 85251			X
10-9-02	Occupant	4002-4032 N Granite Reef Road Scottsdale AZ 85251			X
10-9-02	Occupant	8301-8349 E Indian School Road Scottsdale AZ 85251			X
10-9-02	Occupant	8359-8369 E Indian School Road Scottsdale AZ 85251			X
10-9-02	Occupant	8373-8391 E Indian School Road Scottsdale AZ 85251			X

Signature of owner/applicant

Date

PEANUTS SALON

8134 East Indian School Road Scottdale Arizona 85251

December 10, 2002

City of Scottsdale
3939Drinkwater Blvd.
Scottsdale, AZ 85251

Re: Re-zoning of 8399 E. Indian School Road / Case # 22ZN2002

Dear Council Members:

My name is Colleen McDowell and I am the owner of Peanuts Salon located at 8134 East Indian School Road. In addition to operating Peanuts Salon I also own the building it is located in which I purchased in September of 1990. My business is located two blocks west of the building referenced above seeking re-zoning.

My purpose for writing is to relay to you my support for the zoning change. The building at 8399 E. Indian School Road has been an atrocious eyesore for the past couple of years now, as it is vacant and both the grounds and building are in disrepair. Not to mention the garbage and debris that has accumulated in the dumpster area that reflects a very negative image for our area. I have reviewed the plans for the remodel and expansion for this case and would be absolutely delighted if the proposed building would be built. It would certainly transform what is currently a negative to our neighborhood and produce a revitalized building of which I could see the potential of signaling a movement towards revitalization of our entire area. I view your street improvements at the Hayden & Indian School intersections as a major move forward. Very little rehabilitation or remodeling has occurred on the stretch of road between Hayden and the Loop 101. This project if approved is another positive sign that the area is on the uprise.

I urge you as a property owner to move this project forward. Thank you for your consideration.

Sincerely,
Colleen McDowell
Colleen McDowell
Owner/Peanuts Salon

SPEAKER/CITIZEN COMMENT CARD

11

This card is for providing comments when attending City Council and other public meetings, whether or not you wish to speak.

All cards MUST be submitted BEFORE public testimony has begun on the item. Testimony is limited to 3 minutes per speaker. Additional time MAY be granted to speakers representing two or more persons.

PLEASE PRINT NAME JACK STEIN MEETING DATE 12/11/02

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT MYSELF

ADDRESS 8403 E MACKENZIE ZIP 85251

HOME PHONE 480 675 8508 WORK PHONE 602 508 0055

☒ YES, I WISH TO SPEAK REGARDING ITEM # 22 ZN 2002

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☐ I AM IN FAVOR OF AGENDA ITEM #_____ ☐ I AM OPPOSED TO AGENDA ITEM #_____

☐ I WISH TO SPEAK DURING "PUBLIC COMMENTS" CONCERNING_____

Public comments are limited to items not otherwise listed on the agenda. Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during the meeting. Council will listen to your remarks, but is prohibited by state law from discussing items which are not specifically listed on the agenda and posted at least 24-hours before the meeting begins.

This card constitutes a public record under Arizona law.

property owner is not the applicant how they could incorporate them into the process and give them an opportunity to speak and represent their interest.

MS. ABELE stated it was the conclusion of dozens of people form different areas of expertise on architecture that determined the significance of this property. She further stated it was a two-year process. She commented it might be beneficial to the Commission to allow her to come to a study session to provide them additional information on this process. She reiterated there is documented evidence that the property meets the criteria for the HP designation. She concluded she hopes the Commission will recommend approval to recognize this important historic building.

COMMISSIONER HEITEL inquired how many of the buildings have received this designation without the property owner's consent. Ms. Abele stated they have not had any opposition that was voiced in a public hearing. She further stated that this case did not go as well as it should have because they were already in the process when they learned of the opposition.

Commissioner Heitel stated he felt it would be a great policy to adopt that when these types of cases are brought forward the owner of the property must be in agreement with the designation. Staff is asking the Commission to take a step that they would never be able to retreat from. Ms. Abele further stated if a property is not eligible and significant and the only factor is that the owner is interested then that skews the system by which they judge these properties and then they would have a program that is not legally defensible.

CHAIRMAN GULINO stated he would not be in support of the overlay and it is not because he wants to state that the building does not have some significance because it does. He further stated the criteria are subjective. He remarked this building is not overwhelmingly significant based on our criteria. He further remarked that typically if these buildings are going to be designated as historic properties the government entity, in this case the City, needs to step to the plate and buy it or have the owners consent on it. It is not fair to impose on a single ownership the burdens that go along with a historical designation.

COMMISSIONER HEITEL stated he would suggest in the future that the historic preservation groups could start assembling a war chest in anticipation of condemnation of this building or others that they could enthusiastically support if it was necessary to condemn a building and interested groups could get together to raise funds.

COMMISSIONER HEITEL MOVED TO FORWARD CASE 17-ZN-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR DENIAL. SECOND BY COMMISSIONER LOTZAR.

11. **22-ZN-2002 (Granite Reef Office)** request by Clanton Company, applicant, Western Commerce Bank, owner, to rezone from Service Residential (S-R) to Commercial Office (C-O) on a 1 +/- acre parcel located at 8399 E. Indian School Road.

MR. CURTIS presented this case as per the project coordination packet. Staff recommends approval, subject to the attached stipulations.

COMMISSIONER HEITEL stated the existing building is 28 feet but in the staff, report it indicates it is 24 feet. Mr. Curtis stated the existing building is 28 feet.

COMMISSIONER STEINBERG inquired if the existing building was a single story. Mr. Curtis replied no. Commissioner Steinberg inquired if there would be an elevator serving the second floor.

TOM FRENKEL, 6716 E. Monticeto, stated the project encompasses remodeling and a building addition to a vacant dilapidated office building. The rehabilitation consists of an addition to the existing structure of approximately 8,000 square feet. This will give the outside of the building completely new elevations and the appearance of a new office building. The existing structure improvements will be incorporated into the new structure being constructed. As part of the redevelopment, the grounds will be re-landscaped with mature trees being brought in. He provided an overview of the public outreach that occurred.

COMMISSIONER STEINBERG inquired if there would be ADA access to the second floor. Mr. Frenkel stated it would be his inclination at this point to put in an elevator.

COMMISSIONER HENRY stated she believed the ADA would require the Applicant to have an elevator. She further stated the building as it is currently is an eyesore. The building that is being presented looks beautiful. She remarked rehabilitation projects in the southern part of the City are great. She further remarked she supports this project.

COMMISSIONER NELSSEN stated what the Applicant has presented is certainly an improvement to the existing building. He further stated he would send a message to the DR Board that the architecture could reflect a little more character. He remarked he would like to see something special put here. He further remarked he would support this request.

COMMISSIONER HEITEL stated he would echo the comments as it passes on to DR. He inquired if he could definitively state that the property owners are in support of this because it is a substantial increase in height to the existing building. Mr. Frenkel replied the neighbors that he met with were in support. The only concern form the homeowners association that they did not want trees planted between the parking lot and the masonry wall because they have had problems in the past with the trees damaging their wall. He added they have agreed to plant shrubs.

Commissioner Heitel inquired if the view from the second floor into their backyards was a concern. Mr. Frenkel replied because they would have mature landscaping it should not be a problem.

(COMMISSIONER GULINO OPENED PUBLIC TESTIMONY.)

JACK STEIN, 8403 E. Mackenzie, stated he is the first house north of this property on the east side of Granite Reef. He further stated he is in support of this project because

the building is run down and looks bad. He remarked as a result in the zoning changes their neighborhood has changed pretty dramatically over the last five to six years and the changes made to this building would be more in keeping with the current character of the area. He concluded he supports this project and it brings something nice to their neighborhood.

(COMMISSIONER GULINO CLOSED PUBLIC TESTIMONY.)

COMMISSIONER HENRY MOVED TO FORWARD CASE 22-ZN-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECOND BY COMMISSIONER STEINBERG.

THE MOTION PASSED BY A VOTE OF SIX (6) TO ZERO (0).

12. **8-GP-2002 (Montacino-McDowell Mountain)** request by Hg Nasser International LLC, applicant, Alterra Healthcare, owner, for a General Plan amendment from Urban Neighborhoods to Suburban Neighborhoods on a 6.32+/- acre parcel located at 12325 E Shea Boulevard.

13. **23-ZN-2002 (Montacino-McDowell Mountain)** request by Hg Nasser International LLC, applicant, Alterra Healthcare, owner, to rezone from Multi-Family Residential, Environmentally Sensitive Lands (R-5 ESL) to Single Family Residential, Environmentally Sensitive Lands (R1-5 ESL) with amended development standards and termination of an existing development agreement on a 6.32+/- acre parcel located at 12325 E Shea Boulevard.

MR. CURTIS presented cases 8-GP-2002 and 23-ZN-2002 as per the project coordination packet. Staff recommends approval of both the General Plan amendment and the rezoning, subject to the attached stipulations.

COMMISSIONER NELSSEN inquired how did this become a 6.35 acre parcel? He also inquired if there were GLO easements on this property at one time. Mr. Curtis stated that in 1999 the City Council abandoned those GLO easements. He further stated it is his understanding the City only abandoned the City's interest in those GLO easements. Mr. Curtis replied that is his understanding. Commissioner Nelssen inquired about the private interests in those GLO easements and why aren't those easements still showing on the site plan. Chairman Gulino stated they have been through this a lot of times. He requested the City Attorney to refresh their memories on the City's position. He remarked the record should reflect Commissioner Nelssen opposes the GLOs and move on. Commissioner Nelssen stated that is not his point. His point is the City has the right to abandon their interest in the GLO easement but the Federal government states there are still private rights on those GLO easements. Since the City is only abandoning their right, the easement should still show on the site plan. Ms. Boomsma provided an overview of the City's policy on GLO easements. She stated the City abandons its interest but does not have an opinion on whether there are private interests or not. Commissioner Nelssen stated if the City does not say that the easement goes away then it should show up on the site plan. Ms. Boomsma commented the City has been directed by City Council to not take a position on whether or not there is a private right of easement over GLO easements but has instead chosen to abandon its own interest in

ORDINANCE NO. 3486

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE MARICOPA COUNTY, ARIZONA, AMENDING ORDINANCE NO. 455, THE ZONING ORDINANCE OF THE CITY OF SCOTTSDALE, BY AND FOR THE PURPOSE OF CHANGING THE ZONING ON THE "DISTRICT MAP" TO ZONING APPROVED IN CASE NO. 22-ZN-2002, TO REZONE THE PROPERTY FROM S-R (SERVICE RESIDENTIAL) TO C-O (COMMERCIAL OFFICE), ON PROPERTY LOCATED AT 8399 E. INDIAN SCHOOL ROAD.

WHEREAS, Case No. 22-ZN-2002 has been properly noticed for City Council consideration, pursuant to the requirements of the Zoning Ordinance of the City of Scottsdale and the statutes of the State of Arizona, and the necessary citizen participation process and hearings have been completed; and

WHEREAS, the Council of the City of Scottsdale wishes to amend the comprehensive zoning map of the City of Scottsdale for this Property;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Scottsdale, as follows:

Section 1. That the "District Map" adopted as a part of the Zoning Ordinance of the City of Scottsdale and showing the zoning district boundaries, is amended by rezoning the Property as shown on the map attached as Exhibit 2 and incorporated herein by reference, from S-R (Service Residential), to C-O (Commercial Office), on property located at 8399 E. Indian School Road.

Section 2. That the above rezoning is conditioned upon compliance with all stipulations attached hereto as Exhibit 1 and incorporated herein by reference.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ___ day of January, 2003.

ATTEST:

CITY OF SCOTTSDALE, an Arizona municipal corporation

By:_____
Sonia Robertson
City Clerk

By:_____
Mary Manross
Mayor

APPROVED AS TO FORM:

By: Ethan J. Boomsma for
David A. Pennartz
City Attorney

Attachment #11

STIPULATIONS FOR CASE 22-ZN-2002

PLANNING/ DEVELOPMENT

1. CONFORMANCE TO SITE PLAN. Development shall conform with the site plan submitted by Design Coalition and dated 10/30/2002. These stipulations take precedence over the above-referenced site plan. Any proposed significant change, as determined by the Zoning Administrator, shall be subject to subsequent public hearings before the Planning Commission and City Council.

2. *BUILDING HEIGHT LIMITATIONS. The maximum building height shall be thirty two (32) feet.*

CIRCULATION

1. ACCESS RESTRICTIONS. Before issuance of any certificate of occupancy for the site, the developer shall dedicate the necessary right-of-way, as determined by city staff, and construct the following access to the site. Access to the site shall conform to the following restrictions (distances measured to the driveway or street centerlines):

   a. Indian School Road and Granite Reef - The developer shall dedicate a one-foot wide vehicular non-access easement on this street except at the approved street entrances.
   b. Maintain the current location of the driveways on Indian School Road and Granite Reef.

DRAINAGE AND FLOOD CONTROL

1. CONCEPTUAL DRAINAGE REPORT. With the Development Review Board submittal, the developer shall submit a conceptual drainage report and plan subject to city staff approval. The conceptual report and plan shall conform to the Design Standards and Policies Manual - Drainage Report Preparation. In addition, the conceptual drainage report and plan shall:

   a. Determine easement dimensions necessary to accommodate design discharges.
   b. Demonstrate how the storm water storage requirement is satisfied, indicating the location, volume and drainage area of all storage.
   c. Include flood zone information to establish the basis for determining finish floor elevations in conformance with the Scottsdale Revised Code.
   d. Include a complete description of requirements relating to project phasing.

2. FINAL DRAINAGE REPORT. With the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a final drainage report and plan subject to city staff approval. The final drainage report and plan shall conform to the Design Standards and Policies Manual – Drainage Report and Preparation.

3. STORM WATER STORAGE REQUIREMENT. Before improvement plan approval, the developer shall submit a final drainage report and plan which calculates the storm water storage volume required, Vr, and the volume provided, Vp, using the 100-year, 2-hour storm event.

4. STORM WATER STORAGE EASEMENTS. With the Development Review Board submittal, the developer shall submit a site plan subject to city staff approval. The site plan shall include and identify tracts with easements dedicated for the purposes of storm water storage, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual.

EXHIBIT #1

5. DRAINAGE EASEMENTS. Before the issuance of any building permit for the site, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all drainage easements necessary to serve the site.

VERIFICATION OF COMPLIANCE

1. REQUIRED SPECIAL INSPECTIONS. Before the approval of the improvement plans, the Project Quality/Compliance Division staff shall specify those drainage facilities that shall be required to have Special Inspections. See Section 2-109 of the Design Standards and Policies Manual for more information on this process.

2. CONDITION FOR ISSUANCE OF GRADING & DRAINAGE PERMIT. Before the issuance of a Grading & Drainage Permit:

   a. The developer shall certify to the Project Quality/Compliance Division, that it has retained an Inspecting Engineer by completing Part I (Project Information) and Part II (Owner's Notification of Special Inspection) of the Certificate of Special Inspection of Drainage Facilities (CSIDF); and,
   b. The Inspecting Engineer shall seal, sign and date Part III (Certificate of Responsibility) of the CSIDF.

3. CONDITION FOR ISSUANCE OF CERTIFICATE OF OCCUPANCY AND/OR LETTER OF ACCEPTANCE. Before the issuance of a Certificate of Occupancy and/or a Letter of Acceptance:

   a. The Inspecting Engineer shall seal, sign and date the Certificate of Compliance form.
   b. The developer shall submit all required Special Inspection Checklists and the completed Certificate of Compliance form to the Inspection Services Division. The Certificate of Compliance form shall be sealed, signed and dated by the Inspecting Engineer, and shall be attached to all required Special Inspection Checklists completed by the Inspecting Engineer.

4. AS-BUILT PLANS. City staff may at any time request the developer to submit As-built plans to the Inspection Services Division. As-built plans shall be certified in writing by a registered professional civil engineer, using as-built data from a registered land surveyor. As-built plans for drainage facilities and structures shall include, but are not limited to, streets, lot grading, storm drain pipe, valley gutters, curb and gutter, flood walls, culverts, inlet and outlet structures, dams, berms, lined and unlined open channels, storm water storage basins and underground storm water storage tanks, bridges as determined by city staff.

OTHER REQUIREMENTS

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS. All construction activities that disturb five or more acres, or less than five acres if the site is a part of a greater common plan, shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities. [NOI forms are available in the City of Scottsdale One Stop Shop, 7447 East Indian School Road, Suite 100. Contact Region 9 of the U.S. Environmental Protection Agency at 415-744-1500, and the Arizona Department of Environmental Quality at 602-207-4574 or at web site http://www.epa.gov/region.

   The developer shall:

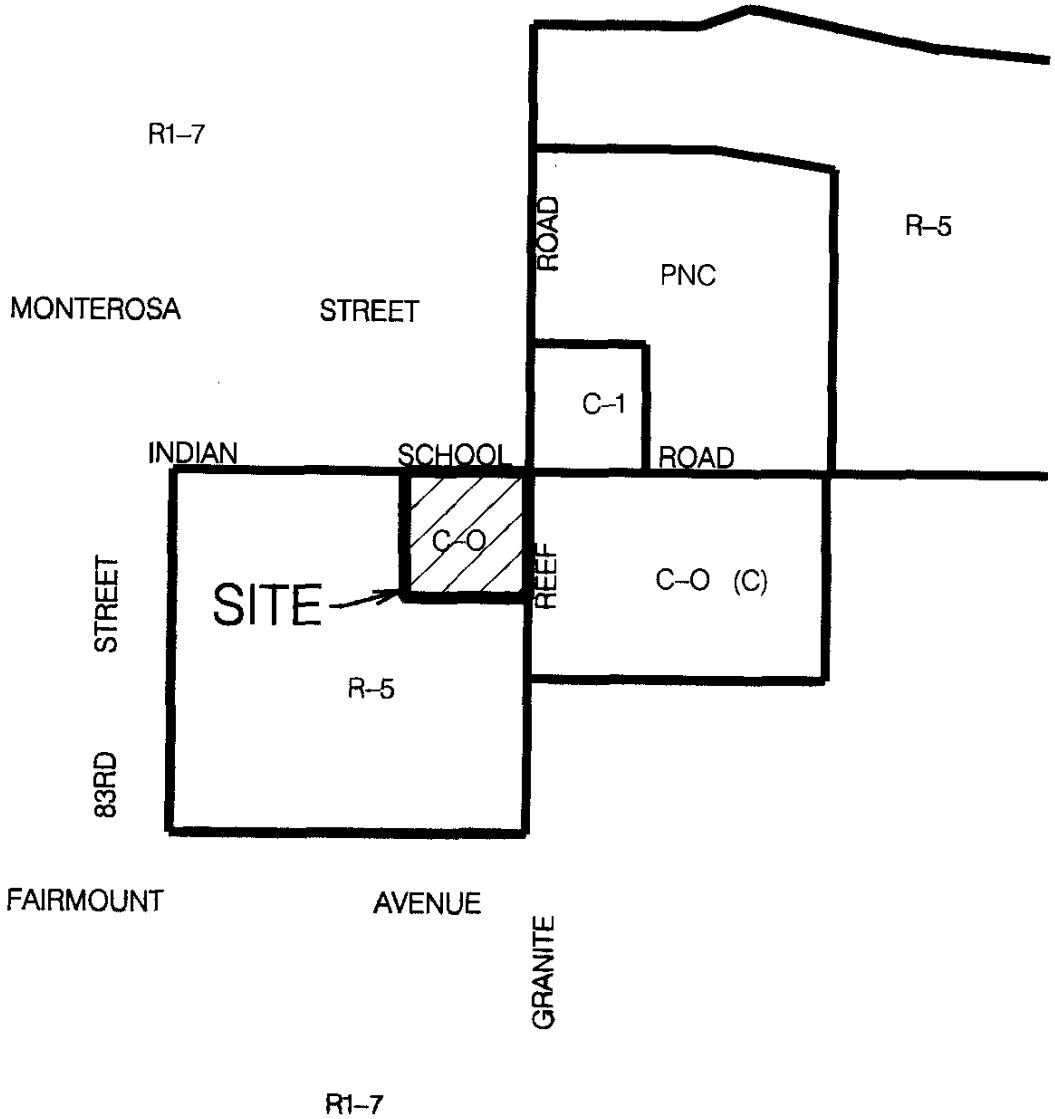
a. Submit a completed Notice of Intent (NOI) to the EPA.
b. Submit a completed Storm Water Pollution Prevention Plan (SWPPP) to the EPA.

2. NOTICE OF INTENT (NOI). With the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a copy of the NOI.

3. SECTION 404 PERMITS. With the improvement plan submittal to the Project Quality/Compliance Division, the developer' engineer must certify that it complies with, or is exempt from, Section 404 of the Clean Water Act of the United States. [Section 404 regulates the discharge of dredged or fill material into a wetland, lake, (including dry lakes), river, stream (including intermittent streams, ephemeral washes, and arroyos), or other waters of the United States.]

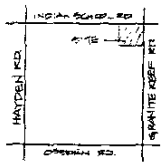
4. DUST CONTROL PERMITS. Before commencing grading on sites 1/10 acre or larger, the developer shall have obtained a Dust Control Permit (earth moving equipment permit) from Maricopa County Division of Air Pollution Control. Call the county 602-507-6727 for fees and application information.

5. UTILITY CONFLICT COORDINATION. With the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a signed No Conflict form (not required for city owned utilities) from every affected utility company.



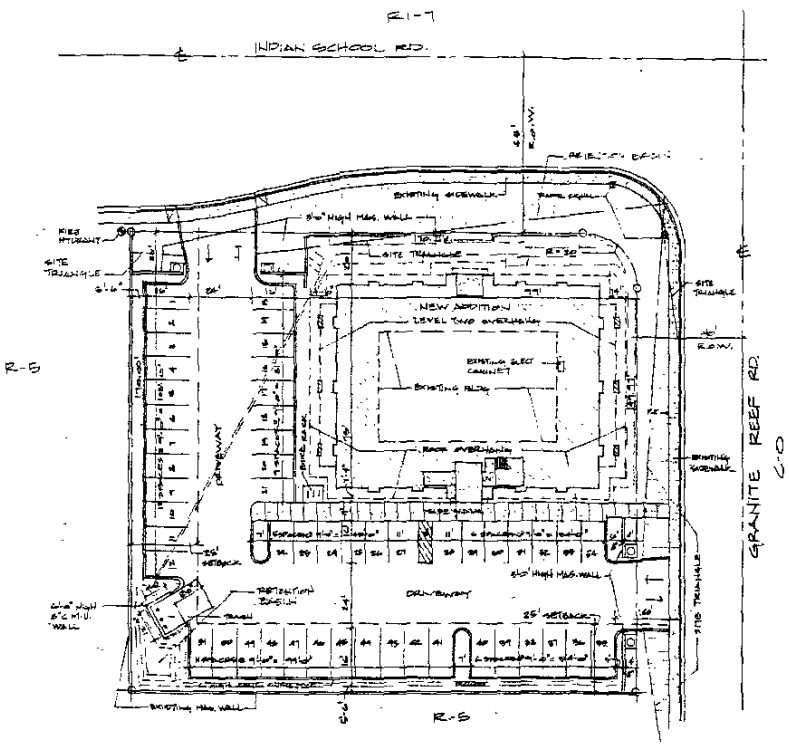
22–ZN–2002

EXHIBIT #2



VICINITY MAP
NOT TO SCALE

NORTH



SITE PLAN
1"=20'

NORTH

DATA.
EXISTING ZONING: S-R
PROPOSED ZONING: C-O , CASE NUMBER: 401-PA-2002
OWNER. TOM FRENKEL
THE CLAYTON COMPANIES
4332 N. WELLS FARGO
SCOTTSDALE, ARIZONA

ADDRESS: 8399 E. INDIAN SCHOOL ROAD

LEGAL DESCRIPTION TRACT A OF PARK ORLEANS ACCORDING TO THE PLAT OF RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 118 OF MAPS, PAGE 27.
PARCEL NUMBER: 130-49-204B
GROSS LOT AREA: 54,950 S.F. - 1.24 ACRES
NET LOT AREA: 32,233 S.F. - 0.7400 ACRES
GROSS FLOOR AREA ALLOWED: (.6) (32,233) = 19,339 S.F. - 60%
GROSS FLOOR AREA PROVIDED:
LEVEL ONE: 6,891 S.F.
LEVEL TWO: 7,659 S.F.
TOTAL: 14,550 S.F.
BUILDING AREA ALLOWED: (7.2) (32,233) = 232,077 C.F.
BUILDING VOLUME PROVIDED: 189,150 C.F.
BUILDING HEIGHT ALLOWED: 36 FEET
BUILDING HEIGHT PROVIDED: 30 FEET
NET FLOOR AREA: 13,185 S.F.
PARKING SPACE REQUIRED: 13,185 S.F./300 = 43.95 OR 44 SPACES
PARKING SPACES PROVIDED: 51 SPACES
PARKING SPACES OFF SITE: 0 SPACES
BICYCLE SPACES REQUIRED: 49/10 = 4.9 SPACES
BICYCLE SPACES PROVIDED: 6 SPACES
OPEN SPACE REQUIRED: 0-12 FEET (15%) (32,233) = 4835 S.F.
12-36= 18 FEET(.085)(32,233) = 2991 S.F.
TOTAL: 7734 S.F.
OPEN SPACE PROVIDED: 7800 S.F.
FRONT OPEN SPACE REQUIRED: 77%(7) = 3668 S.F.
FRONT OPEN SPACE PROVIDED: 4356 S.F.
PARKING LOT LANDSCAPING REQUIRED: (14,820 S.F.) (15%) = 2223 S.F.
PARKING LOT LANDSCAPING PROVIDED: 2225 S.F.
SETBACKS, FRONT - 0
SIDE - 25 FEET
REAR - 25 FEET

REMODEL FOR TOM FRENKEL
8339 E. INDIAL SCHOOL ROAD
SCOTTSDALE, ARIZONA

401PA2002
DESIGN COALITION
737 W. WHY WORRY LANE
PHOENIX, ARIZONA
602-395-9580

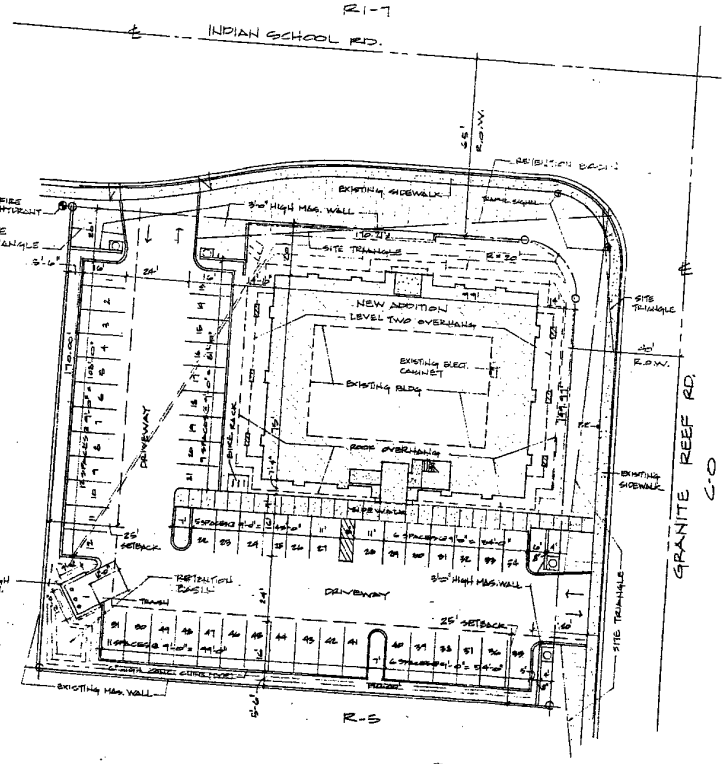
401-PA-2002

ATTACHMENT #12

22-ZN-2002
10/30/2002

VICINITY MAP
NOT TO SCALE

NORTH



SITE PLAN
1"=20'

NORTH

DATA:
EXISTING ZONING: S-R
PROPOSED ZONING: C-O , CASE NUMBER: 401-PA-2002
OWNER: TOM FRENKEL
THE CLAYTON COMPANIES
4332 N. WELLS FARGO
SCOTTSDALE, ARIZONA

ADDRESS: 8399 E. INDIAN SCHOOL ROAD

LEGAL DESCRIPTION: TRACT 6 OF PARK ORLEANS ACCORDING TO THE PLAT OF RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 118 OF MAPS, PAGE 27.
PARCEL NUMBER: 130-49-204B
GROSS LOT AREA: 54,050 S.F. - 1.24 ACRES
NET LOT AREA: 32,233 S.F. - 0.7400 ACRES
GROSS FLOOR AREA ALLOWED: (.6) (32,233) = 19,339 S.F. - 60%
GROSS FLOOR AREA PROVIDED:
LEVEL ONE: 6,891 S.F.
LEVEL TWO: 7,659 S.F.
TOTAL: 14,550 S.F.
BUILDING AREA ALLOWED: (7.2) (32,233) = 232,077 C.F.
BUILDING VOLUME PROVIDED: 189,150 C.F.
BUILDING HEIGHT ALLOWED: 36 FEET
BUILDING HEIGHT PROVIDED: 30 FEET
NET FLOOR AREA: 13,185 S.F.
PARKING SPACE REQUIRED: 13,185 S.F./ 300 = 43.95 OR 44 SPACES
PARKING SPACES PROVIDED: 51 SPACES
PARKING SPACES OFF SITE: 0 SPACES
BICYCLE SPACES REQUIRED: 49/10 = 4.9 SPACES
BICYCLE SPACES PROVIDED: 6 SPACES
OPEN SPACE REQUIRED: 0-12 FEET (15%) (32,233) = 4835 S.F.
12-30= 18 FEET(.005)(32,233) = 2901 S.F.
TOTAL: 7736 S.F.
OPEN SPACE PROVIDED: 7800 S.F.
FRONT OPEN SPACE REQUIRED: 7736/2 = 3868 S.F.
FRONT OPEN SPACE PROVIDED: 4356 S.F.
PARKING LOT LANDSCAPING REQUIRED: (14,820 S.F.) (15%) = 2223 S.F.
PARKING LOT LANDSCAPING PROVIDED: 2225 S.F.
SETBACKS: FRONT - 0
SIDE - 25 FEET
REAR - 25 FEET

REMODEL FOR TOM FRENKEL
8339 E. INDIAL SCHOOL ROAD
SCOTTSDALE, ARIZONA

401-PA-2002

DESIGN COALITION
737 W. WHY WORRY LANE
PHOENIX, ARIZONA
602-395-9580

401-PA-2002

ATTACHMENT #12

22-ZN-2002
10/30/2002

City Council Report

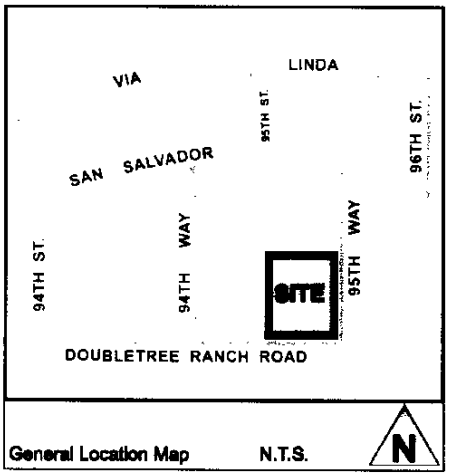
MEETING DATE: January 21, 2003 ITEM NO. 2 GOAL: Coordinate Planning to Balance Infrastructure

SUBJECT **Olympic Private School Facility**

REQUEST Request to approve a conditional use permit for a private charter school on a 1.8 +/- acre parcel located at 9318 N 95th Way with Industrial Park (I-1) zoning
26-UP-2002

Related Cases:
5-TA-2002

Key Item for Consideration:
Planning Commission recommends approval, 6-0.



General Location Map N.T.S.

OWNER Equus Realty
(858) 551-8800

APPLICANT CONTACT Jordan Rose
Jorden, Bischoff, McGuire & Rose
480-505-3900

LOCATION 9318 N 95th Wy

BACKGROUND

Zoning.
The site is zoned Industrial Park District (I-1). The I-1 zoning district allows for a variety of manufacturing, general employment, warehousing, and airport related activities.

General Plan.
The General Plan Land Use Element designates the property as Employment. This category includes a range of employment uses from light manufacturing to light industrial and office space.

Context.
This property subdivision is located in an industrial park at the far eastern edge of McCormick Ranch. The surrounding properties are zoned Industrial Park District (I-1).

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
To establish a year round private school in a facility that has been used for summer camps and after school programs.

Community Impact.
Approval of this application could help to relieve pressure to locate private and

charter schools in residential neighborhoods that could be concerned about the traffic and noise impacts of schools. Industrial uses, which can generate odors and noise, are allowed by right in this zoning district. In the future, industrial uses could locate adjacent to this school.

IMPACT ANALYSIS

Traffic.
Analysis of the existing and expected trip generation demonstrates that the proposed school would generate 1200 trips per day to and from the site. This is comparable to the total daily trips that would be generated by medical office, which is allowed in I-1 zoning without a Use Permit for this site; however, this does represent a significant increase compared to light industrial and general office land uses, which are typical for this zoning category.

Capacity calculations show that the Level of Service (LOS) at the nearby intersection of Via Linda and 95th Street will be downgraded with the addition of the proposed school traffic. The intersections of Via Linda and 94th Street and Via Linda and 91st Street/San Salvador may also see an increase in traffic as drivers look for alternate routes to Via Linda if the intersection at 95th Street becomes congested.

On-site circulation was evaluated. The applicant plans to stagger start and dismissal times for the school so that there will be adequate distance for queuing vehicles during drop-off and pick-up activities. Staff has included a stipulation that requires Transportation staff approval of a plan to stagger starting and ending times.

Parking.
- 25 spaces are required, 77 are provided.

Development information.

• *Existing Use:*	Summer Day Camp
• *Buildings/Description:*	1 Building (1 and 2 Story)
• *Parcel Size:*	96,813 Gross Square Feet (78,903 Net Square Feet)
• *Building Height Allowed:*	36'
• *Existing Building Height:*	32'
• *Floor Area:*	36,315 Square Feet Gross Floor Area

Schools District comments/review.
Scottsdale Unified School District has been notified of this application and they have not commented.

Use Permit Criteria.
Conditional use permits, which may be revocable, conditional, or valid for a specified time period, may be granted only when expressly permitted only after the Planning Commission has made a recommendation and the City Council has found as follows:

A. That the granting of such conditional use permit will not be materially

detrimental to the public health, safety or welfare. In reaching this conclusion, the Planning Commission and the City Council's consideration shall include, but not be limited to, the following factors:

1. Damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination.
   - ***All of the operations of the school will be indoors, including basketball, volleyball and soccer.***
2. Impact on surrounding areas resulting from an unusual volume or character of traffic.
   - ***This facility has held summer camp with the same number of students that are planned for the year round school. They have not created any traffic issues with their operations.***
3. There are no other factors associated with this project that will be materially detrimental to the public.
   - ***No other detrimental factors have been identified.***

B. The characteristics of the proposed conditional use are reasonably compatible with the types of uses permitted in the surrounding areas.
   - ***Despite the industrial zoning in this area, the surrounding properties are used primarily for offices and warehousing.***

C. The additional conditions specified in Section 1.403, as applicable, have been satisfied.

1. No conditional use permit application for a proposed private and charter school shall be deemed complete unless the zoning administrator has determined that the following condition exists: the proposed private and charter school, if established, would not be located within the 60 DNL, or higher, noise contour, as shown in the general plan and zoning map, located in the latest Scottsdale airport noise compatibility plan.
   - ***This application is not within the 60 DNL noise contour.***

   a. Location: all proposed private and charter schools shall be located a minimum of five hundred (500) feet from any adult use.
      - ***This site is not located in proximity to an adult use.***

   b. Lot area: the minimum lot area shall be equal to that required for the district, except that no lot shall be less than forty-three thousand (43,000) square feet (net).
      - ***The site has a net lot of approximately 79,000 square feet.***

   c. Noise: there shall be no outside speaker system or bells if the school building is within one hundred (100) feet of a single-family dwelling or multifamily dwelling unit.
      - ***This site is greater than 100 feet from any dwelling unit.***

   d. Lighting: all lighting adjacent to residential districts shall be setback a minimum of thirty (30) feet from the property line.
      - ***This site is not adjacent to a residential district.***

   e. Open space: per underlying zoning district open space requirements. All NAOS requirements of the district must be met and may be applied towards the overall open space requirements subject to compliance with NAOS standards.

- ***This application is within an existing building, with no proposed additions to the building.***

f. Parking: parking shall observe the front yard setbacks of the district for all frontages. Parking shall be located and screened per the requirements of the district. A twenty-foot minimum landscaped setback shall be provided where parking is adjacent to residential districts.
   - ***This site meets ordinance requirements and is not adjacent to a residential district.***

g. Outdoor recreation area: all outdoor playgrounds and recreation areas shall be enclosed by a six (6) foot wall or fence to protect the safety and welfare of the students and shall be located within the side or rear yard.
   - ***There is no proposed outdoor recreation area, there is an extensive indoor recreation area.***

h. Drop-off area: a drop-off area shall be located along a sidewalk or landing area connected to the main entrance of the school. The drop off area shall accommodate a minimum of ten (10) vehicles. A larger drop off area shall be required if justified by the traffic analysis.
   - ***This application meets this requirement***

i. Any public trails or pedestrian connections shall be incorporated into the site plan and approved by the Development Review Board.
   - ***This application meets this requirement.***

j. Circulation plan: the applicant shall submit a circulation plan to insure minimal vehicular conflicts between the student drop-off area, potential van and bus drop-off area, parking, access driveways, pedestrian and bicycle paths on site.
   - ***This application meets this requirement.***

k. Airport noise mitigation: applications located between the 55 DNL and the 60 DNL noise contour, as shown in the general plan and zoning map, located in the latest Scottsdale airport noise compatibility plan shall use sound attenuation measures to reduce outside-to-inside noise by 25 db. These sound attenuation measures are shown in the model building code contained in the Scottsdale airport noise compatibility plan.
   - ***This application is not between the 55 and the 60 DNL noise contours.***

Community involvement.
The applicant sent letters to interested parties, placed a 1/8-page ad in the Arizona Republic, and held an Open House on November 5, 2002. There were no attendees at the Open House, and no letters of opposition have been received.

OPTIONS AND STAFF RECOMMENDATION

Description of Option A:
The City Council could choose to approve the request, subject to stipulations.

Description of Option B:
The City Council could choose to continue the case to obtain more information or citizen input.

Description of Option C:
The City Council could choose to deny the request.

Recommended Approach:
Staff recommends approval, subject to the attached stipulations.

Planning Commission:
This case was heard by the Planning Commission on December 11, 2002. There were four citizens who spoke, and all were in support of the proposed action. The Planning Commission expressed support for the proposal.

The Planning Commission recommends approval, 6-0.

RESPONSIBLE DEPT(S)

Planning and Development Services Department
Current Planning Services

STAFF CONTACT(S)

Jerry Stabley
Principal Planner
480-312-7872
E-mail: jstabley@ScottsdaleAz.gov

APPROVED BY

1/8/03

Kroy Ekblaw Date
Planning and Development Services General Manager

1/8/03

Ed Gawf Date
Deputy City Manager

ATTACHMENTS

1. Applicant's Narrative
2. Context Aerial
2A. Aerial Close-Up
3. Land Use Map
4. Zoning Map
5. Stipulations
6. Additional Information
7. Traffic Impact Summary
8. Citizen Involvement
9. December 11, 2002 Draft Planning Commission Minutes

Narrative for Conditional Use Permit for Private Charter School located at 9318 N. 95th Way.

Olympic Camps of Arizona have provided an educational, high quality after school and summer experience for more than 400 children a year, from the age of 18 months thru 16 years old. The program has received accolades from the Arizona Republic, The Tribune, The Independent Newspapers, The Business Journal, and was a finalist for Ernst and Young Entrprenuer of the Year Award in 2002. The camp is recognized as a standard in the industry for stimulating and educational programing for children.

The Camp is currently held in a 31,000 square foot building located in a small industrial pocket of Scottsdale. The facility, which held it's grand opening in February 2002, contains a 5,600 square foot indoor sports court, an Olympic quality 5,600 square foot totally indoor synthetic grass field, more than 30 computers in the science and technology center, a creative arts room, a 150 seat theater complete with professional staging, sound, lights, etc., a children's film production center, a broadcast center, as well as a lot of classroom space. During the summer months, the entire building is utilized on a daily basis. However, during the regular school year, the building is only being utilized for the after school camp activities.

Several existing private schools and the old Judson School organization/family, as well as the New School for the Arts, have recognized the quality of the Olympic Camps after school activities, and have contacted the Olympic Camps to see if they might partner and provide regular daily schooling on the site. While Olympic Camps has not yet decided which school would make the best partner, the goal of both Olympic Camps and their school partner would be to make this school a high quality preparatory academy of the recognized quality of Phoenix Country Day School. They believe the combination of high quality classes and the unique creative programming of Olympic Camps, will allow this school to become one the best in the Valley. The site has 7,500 square feet of classroom area and a school could accommodate somewhere between 90-150 students.

This application clearly meets the legal tests for a Conditional Use Permit as set forth in the Scottsdale Zoning Ordinance Section 1.401.

• "That the granting of such CUP will not be materially detrimental to the public health, safety or welfare." Consideration shall include:

"1. Damage or nuisance arising from noise, smoke, odor, dust, vibration, or illumination."

The occupancy of kids all day during the regular school year months, as opposed to just during the summer camp season will not cause any damage or nuisance. There is no nuisance, noise, smoke, dust, odor, vibration or illumination from the totally enclosed facility when it is occupied as a camp every week day during summer months, and a school classroom use will also not be nuisance causing.

"2. Impact on surrounding areas resulting from an unusual volume or character of traffic."

A maximum of 150 children attending school will have a much lesser impact on the surrounding area than the current use, which at peak in summer can see 400 campers per day. Our neighbors are all in support of this application. There are no residential neighbors, who would prefer not to have school traffic on their streets, or commercial neighbors, who complain about any traffic that is not directly related to business at their establishments, to complain. Our Industrial neighbors have no issues with school related traffic. We have provided the City with both a TIMA and circulation study.

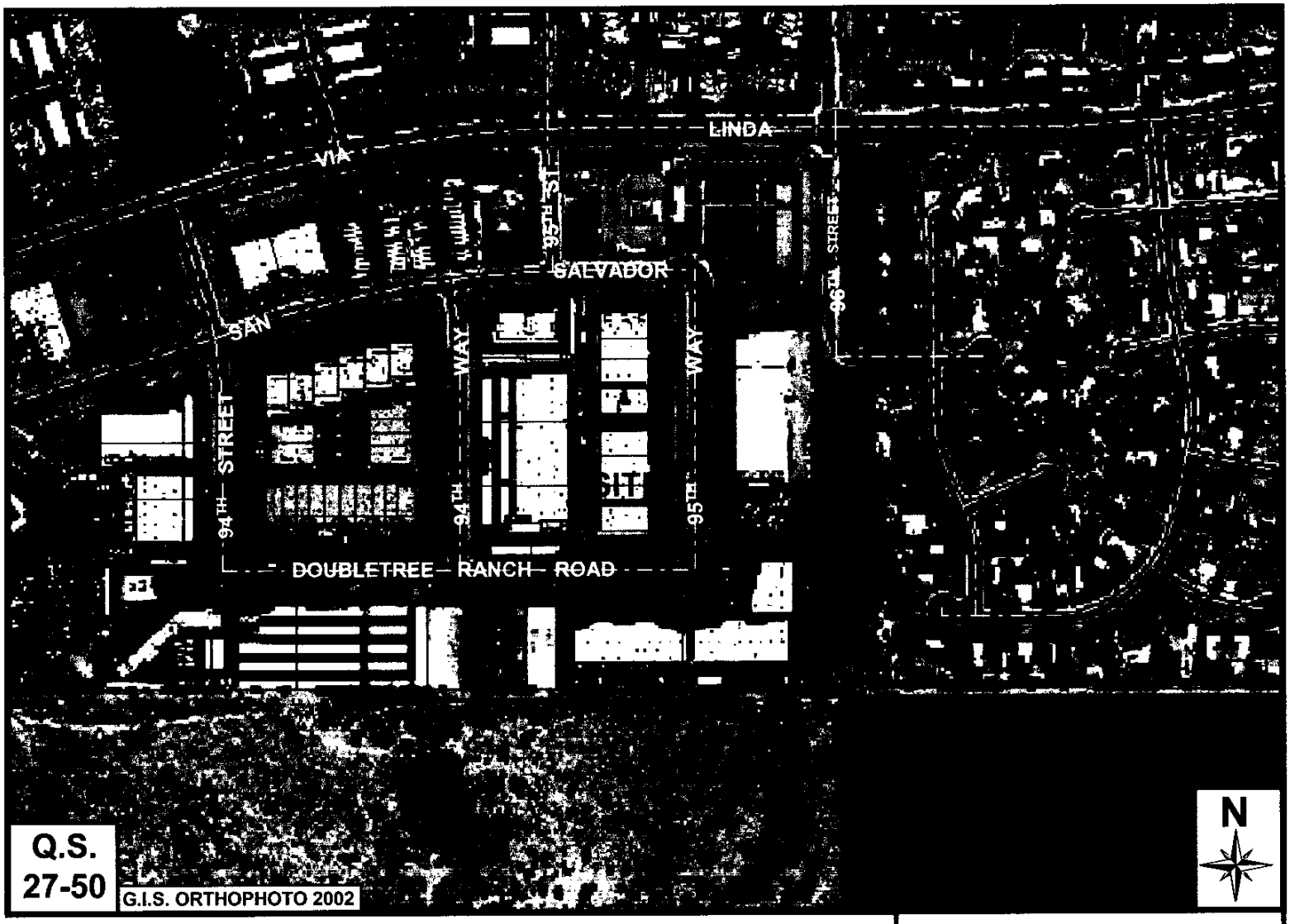
• "The characteristics of the proposed conditional use are reasonably compatible with the types of uses permitted in the surrounding areas."

The Industrial zoning district already allows a full time summer camp with hours similar to a school, as well as day care facilities with hours that are more extended than a school. The building is already in existence and compatible with the area – it will not change in architectural character with the addition of a full time school. Within blocks of this site there are many family/child related uses, including a day care, and a children's gymnastics site. The full time school is very compatible with this area of Industrial zoning.

• "The additional conditions specified in Section 1.403, as applicable, have been satisfied."

There are no additional conditions.

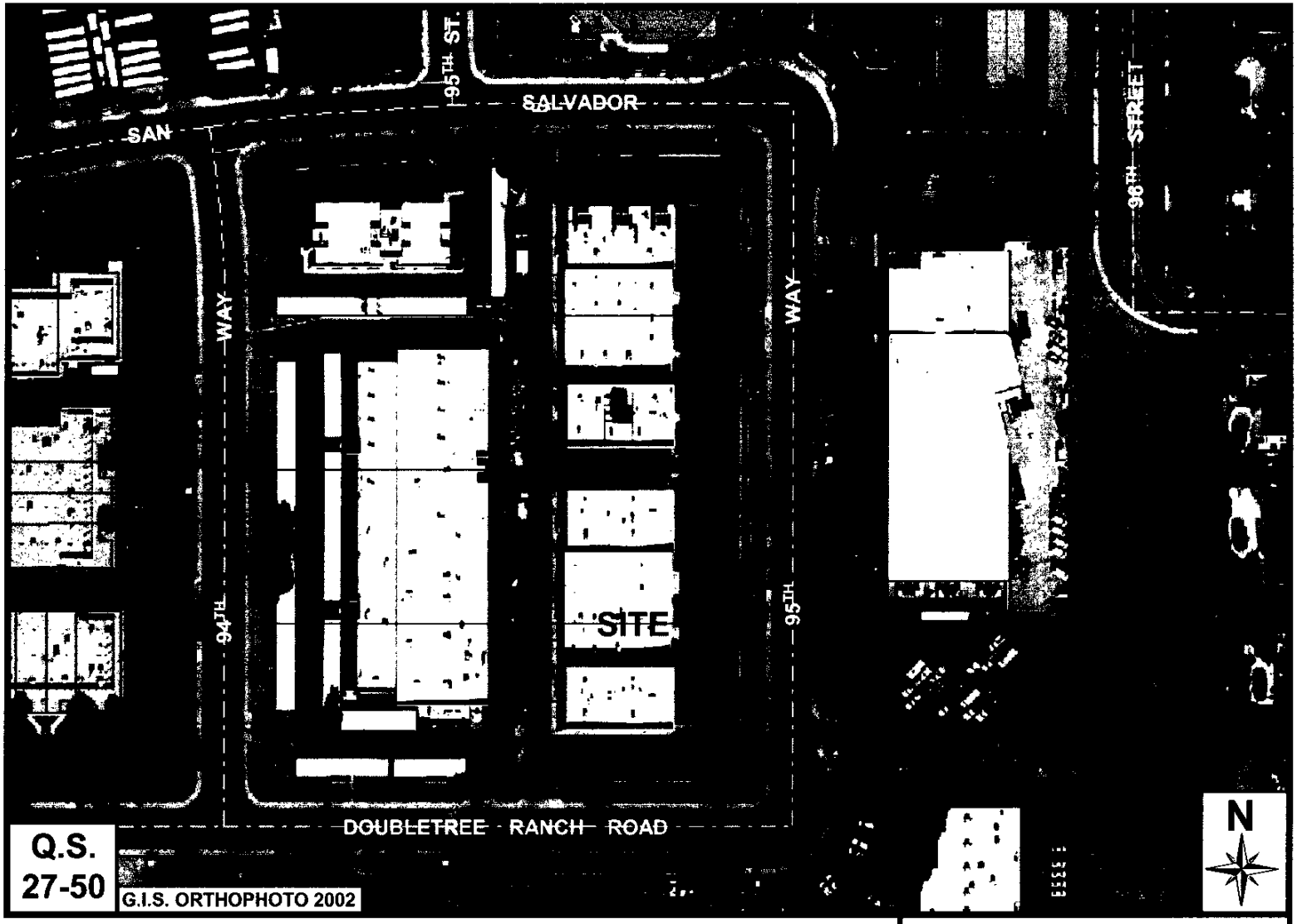
The addition of the full time school will have a positive impact on the area, allowing this existing use to expand in a logical way to include further educational opportunities for Scottsdale children. The are is already home to more than a few child related uses and this extension of the Olympic Camps of Arizona, which is recognized nationally for it's educational excellence, will benefit Scottsdale as a whole.



Olympic Campus of AZ

26-UP-2002

ATTACHMENT #2

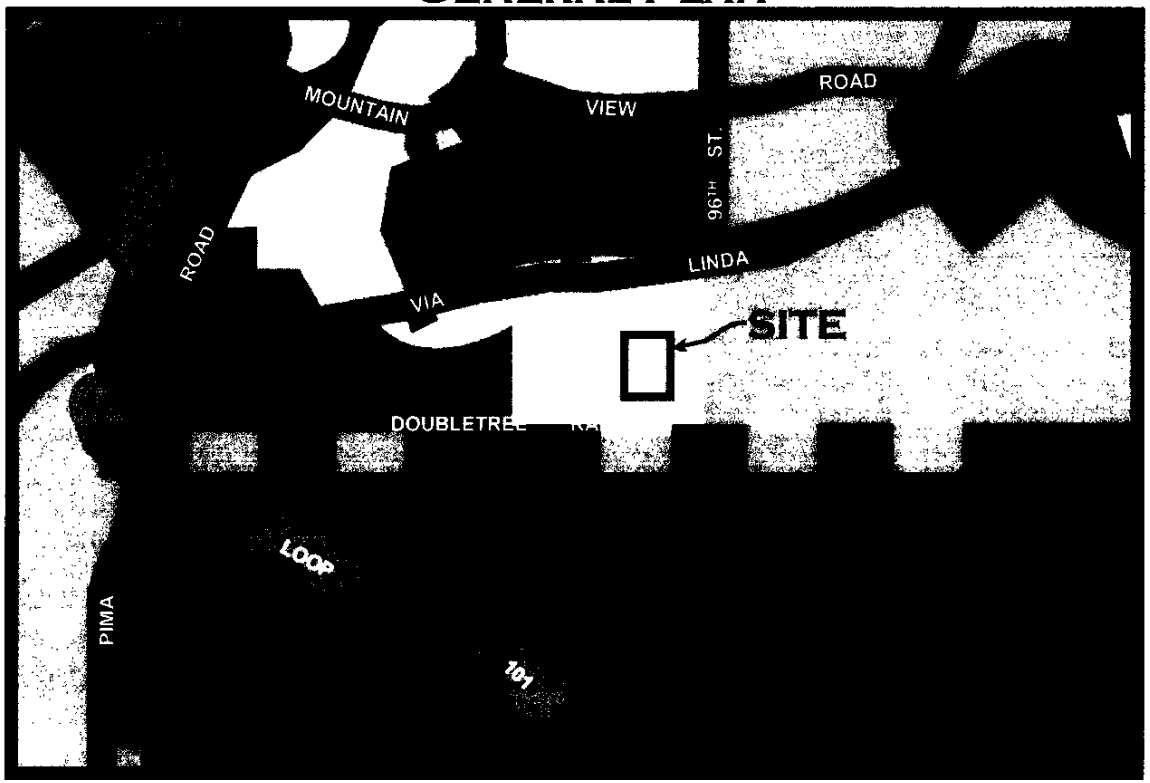


Olympic Campus of AZ

26-UP-2002

ATTACHMENT #2A

GENERAL PLAN

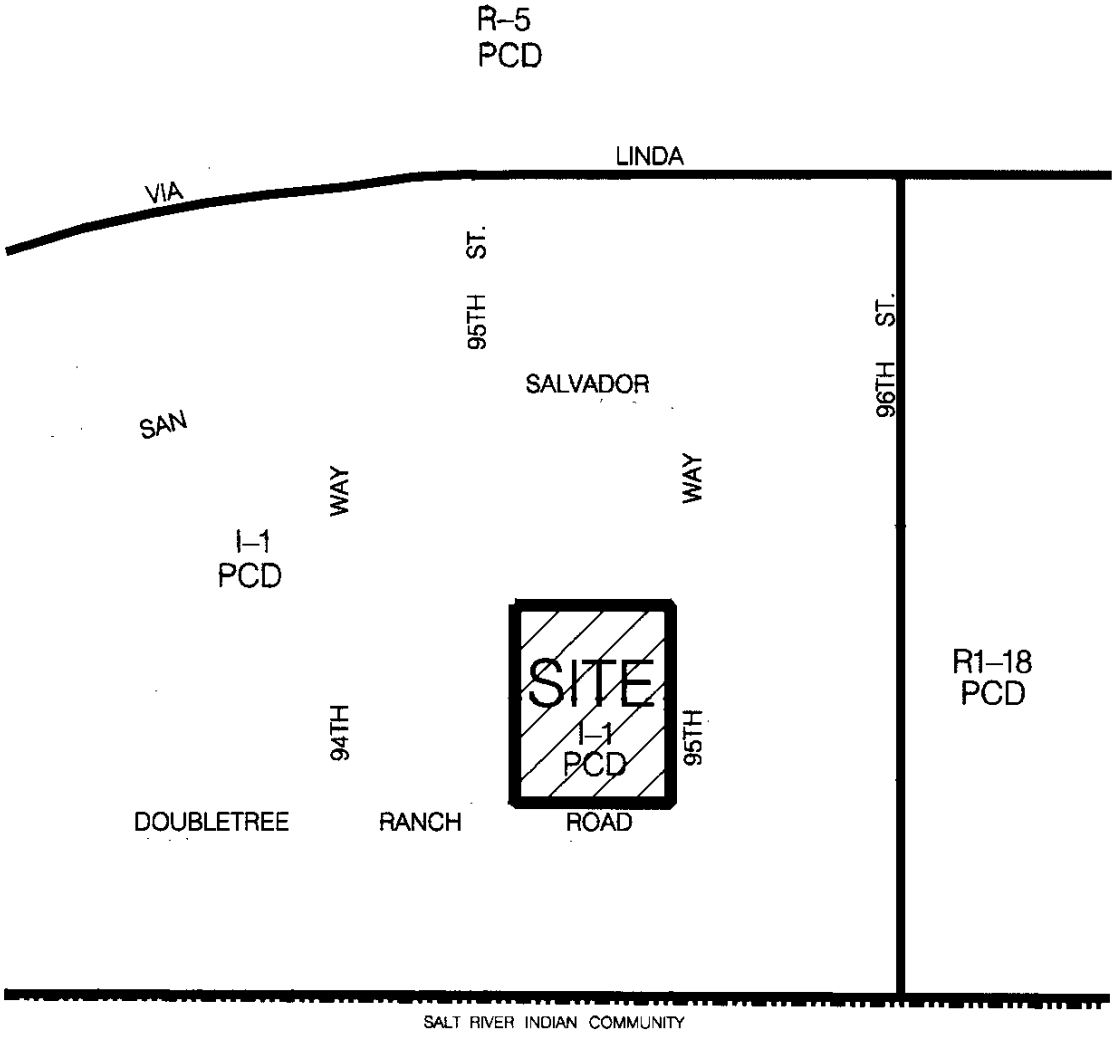


Rural Neighborhoods
Suburban Neighborhoods
Urban Neighborhoods
Mixed-Use Neighborhoods
Resorts/Tourism
Shea Corridor
Mayo Support District
Regional Use District
Commercial
Office
Employment
Natural Open Space
Developed Open Space (Parks)
Developed Open Space (Golf Courses)
Cultural/Institutional or Public Use
State Trust Lands under State Land Commissioner's Order #078-2001/2002
McDowell Sonoran Preserve (as of 3 /2002)
Recommended Study Boundary of the McDowell Sonoran Preserve
City Boundary

N

26-UP-2002

ATTACHMENT #3



26-UP-2002

ATTACHMENT #4

STIPULATIONS FOR CASE 26-UP-2002

PLANNING/ DEVELOPMENT

1. CONFORMANCE TO DEVELOPMENT SUBMITTAL. Development shall conform with the site plan submitted by Jorden, Bischoff, McGuire & Rose and dated 11/13/02. These stipulations take precedence over the above-referenced site plan. Any proposed significant change, as determined by the Zoning Administrator, shall be subject to subsequent public hearings before the Planning Commission and City Council.

2. EFFECTIVE DATE OF USE PERMIT. This Use Permit will not be valid until 5-TA-2002 takes effect, which is 30 days after the Text Amendment is passed by the City Council.

3. MAXIMUM ENROLLMENT. There shall be a maximum school enrollment of four hundred (400) students without additional subsequent public hearings before the Planning Commission and City Council.

4. ACCESSIBLE PARKING. This development shall comply with the accessible (including van accessible) parking requirements in Article IX of the Scottsdale Zoning Ordinance, to the satisfaction of City Staff.

5. BICYCLE PARKING. The developer shall demonstrate how this proposal complies with the bicycle parking requirements of Article IX of the Scottsdale Zoning Ordinance, to the satisfaction of City Staff.

6. OUTDOOR SPEAKERS OR BELLS. There shall be no outdoor speakers or bells on the site.

CIRCULATION

1. TRAFFIC IMPACT STUDY. With any improvement plans submittal, the developer shall submit a traffic impact study for the site, which shall be subject to City staff approval.

2. PEDESTRIAN CIRCULATION PLAN. With any improvement plans submittal, the developer shall submit a Pedestrian Circulation Plan for the site, which shall be subject to city staff approval. This plan shall indicate the location and width of all sidewalks and pedestrian pathways.

3. STAGGERED STARTING AND ENDING TIMES PLAN. With any improvement plans submittal, the developer shall submit a plan to stagger class starting and ending times, which shall be subject to Transportation Department staff approval.

VERIFICATION OF COMPLIANCE

1. AS-BUILT PLANS. City staff may at any time request the developer to submit As-built plans to the Inspection Services Division. As-built plans shall be certified in writing by a registered professional civil engineer, using as-built data from a registered land surveyor. As-built plans for drainage facilities and structures shall include, but are not limited to, streets, lot grading, storm drain pipe, valley gutters, curb and gutter, flood walls, culverts, inlet and outlet structures, dams, berms, lined and unlined open channels, storm water storage basins and underground storm water storage tanks, bridges as determined by city staff.

ATTACHMENT #5

OTHER REQUIREMENTS

2. SECTION 404 PERMITS. With the improvement plan submittal to the Project Quality/Compliance Division, the developer' engineer must certify that it complies with, or is exempt from, Section 404 of the Clean Water Act of the United States. [Section 404 regulates the discharge of dredged or fill material into a wetland, lake, (including dry lakes), river, stream (including intermittent streams, ephemeral washes, and arroyos), or other waters of the United States.]

3. DUST CONTROL PERMITS. Before commencing grading on sites 1/10 acre or larger, the developer shall have obtained a Dust Control Permit (earth moving equipment permit) from Maricopa County Division of Air Pollution Control. Call the county 602-507-6727 for fees and application information.

4. UTILITY CONFLICT COORDINATION. With the improvement plan submittal to the Project Quality/Compliance Division, the developer shall submit a signed No Conflict form (not required for city owned utilities) from every affected utility company.

ADDITIONAL INFORMATION FOR CASE 26-UP-2002

ENGINEERING

1. RESPONSIBILITY FOR CONSTRUCTION OF INFRASTRUCTURE. The developer shall be responsible for all improvements associated with the development or phase of the development and/or required for access or service to the development or phase of the development. Improvements shall include, but not be limited to washes, storm drains, drainage structures, water systems, sanitary sewer systems, curbs and gutters, paving, sidewalks, streetlights, street signs, and landscaping. The granting of zoning/use permit does not and shall not commit the city to provide any of these improvements.

2. FEES. The construction of water and sewer facilities necessary to serve the site shall not be in-lieu of those fees that are applicable at the time building permits are granted. Fees shall include, but not be limited to the water development fee, water resources development fee, water recharge fee, sewer development fee or development tax, water replenishment district charge, pump tax, or any other water, sewer, or effluent fee.

3. STREET CONSTRUCTION STANDARDS. The streets for the site shall be designed and constructed to the standards in the Design Standards and Policies Manual.

4. CITY CONTROL OF ACCESS. The city retains the right to modify or void access within city right-of-way. The city's responsibility to promote safe conditions for the traveling public takes precedence over the stipulations above.

ATTACHMENT #6

TRAFFIC IMPACT ANALYSIS EXECUTIVE SUMMARY
Olympic Camps of Arizona
19-PA-2002; 26-UP-2002

Existing Conditions:
The subject site is located within the McCormick Ranch Industrial Center, Unit III, on the southwest corner of Via Linda & 96th Street. The site has frontage on both 95th Way and Doubletree Ranch Road within the industrial center. Access to the industrial center is provided by primarily by connections from the internal street system to Via Linda. There is no direct connection from this industrial area to 96th Street.

Via Linda is designated as a Citywide System Street on the Circulation Element of the city's General Plan. It is classified as a minor arterial street on the City's Circulation Element, which is currently serving as the City's Streets Master Plan. Via Linda is constructed as a four-lane roadway with a raised median. The intersections with San Salvador Drive and 96th Street are signalized.

Ninety-Sixth Street is designated as a Neighborhood System Street on the Circulation Element of the city's General Plan. From Shea Boulevard to Via Linda, 96th Street is classified as a Minor Arterial Street on the City's Circulation Element. It is constructed as a four-lane roadway with a raised median through this section. South of Via Linda the street transitions to a two-lane roadway that is redirected into the adjacent residential subdivision to the east.

Both 95th Way and Doubletree Ranch Road adjacent to this site are classified as Local Industrial Streets. They are constructed as two-lane roadways with a 40-foot street cross section.

Traffic collision data was reviewed for the years 2001 and 2002. During this time, there have been 2 intersection collisions at Via Linda & 95th Street and 2 intersection collisions Via Linda & 94th Street. There have also been two segment collisions along Via Linda in the vicinity of 94th and 95th Streets. There was no significant pattern among the intersection or segment collisions.

Traffic collision data was reviewed for the nearby-signalized intersections of Via Linda & San Salvador/91st Street and Via Linda & 96th Street. For the years 2001 and 2002, there have been 21 collisions at the intersection of Via Linda & San Salvador/91st Street, with 14 of the collisions being rear end type collisions. Nine of the rear end collisions involved westbound vehicles. For the same time period, there have been 4 collisions at the intersection of Via Linda & 96th Street. All occurred in 2001 and there was no significant pattern among the collisions.

Proposed Development:
The site for the proposed private charter school is on the northwest corner of the intersection of 95th Way and Doubletree Ranch Road. This case proposes to allow a maximum enrollment of 400 students between kindergarten and 12th Grade at this private school by the Year 2007. Currently, there is an existing office/industrial building on the property and the site is zoned Industrial Park District (I-1).

The site currently has access via driveways San Salvador Drive, 95th Way, and Doubletree Ranch Road. The site has established cross access with the adjacent property to the north.

Trip generation numbers for the proposed student enrollment of 400 students are presented in the following table. The Trip Generation Comparison Table also presents trip generation values for other potential uses for the project site. Light industrial, general office, and medical office are all reasonable land uses for this site and are allowed in I-1 zoning without a Use Permit. Trip generation values are the total number of vehicles entering and leaving the site during the specified time.

TRIP GENERATION COMPARISON TABLE

Comparative I-1 Land Uses	Daily Total	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Light Industrial – 36,900 s.f.	257	30	4	34	4	32	36
General Office – 36,900 s.f.	617	74	10	84	20	100	120
Medical Office – 36,900 s.f.	1,333	72	18	90	36	99	135
Proposed Land Use							
Private School - 400 Students	1200	93	83	176	5	21	26

The Trip Generation Comparison Table demonstrates that the proposed school will generate approximately 1200 trips per day with 176 trips occurring during the a.m. peak hour and 26 trips occurring during the p.m. peak hour. This represents significantly more trips than the light industrial or general office land uses would generate for the site. It is comparable to the daily total trips that a Medical Office would generate; however, the proposed school would generate nearly twice as many trips during the a.m. peak hour and more than 100 fewer trips during the p.m. peak hour as a Medical Office.

In addition to the typical a.m. and p.m. peak traffic hours, schools usually have a peak traffic period in the mid-afternoon when school is dismissed. The Peak Hours Table below shows the number of trips expected to be generated by the school during school dismissal hour in addition to the typical a.m. and p.m. peak hours.

PEAK HOURS TABLE

Trips Generated by School Site	Daily Total	Peak Hour		
		AM Peak Hour	School Dismissal	PM Peak Hour
With Proposed Enrollment of 400 Students 2007	1200	176	131	26

The applicant has provided a traffic impact study prepared by Olsson Associates, which examines the impacts from the proposed development in detail.

Capacity calculations were performed for the nearby intersections of Via Linda & 95th Street and Via Linda & 91st Street/San Salvador to evaluate the Level of Service (LOS) at the intersection. Existing conditions, conditions for the build out year 2007 without school traffic, and conditions for the build out year 2007 with school traffic were evaluated.

Via Linda & 95th Street is the closest intersection to the school site from which to access a major through street. The intersection of Via Linda & 95th Street is two-way stop controlled and traffic on 95th Street must stop and yield to traffic on Via Linda. Capacity calculations for stop-controlled intersections are evaluated for each stop controlled approach to the intersection. At Via Linda & 95th Street, the LOS was evaluated for the northbound and southbound approaches. The results of the capacity calculations are presented in the table below.

Level of Service Table

	Level of Service					
	AM Peak Hour		**School Dismissal**		**PM Peak Hour**	
Via Linda & 95th Street	**NB**	**SB**	**NB**	**SB**	**NB**	**SB**
Existing Conditions 2002	B	D	E	D	E	D
Without School 2007	B	E	F	D	F	F
School Build-Out 400 students 2007	F	F	F	E	F	F

The table above demonstrates that the LOS will decrease at the intersection of Via Linda & 95th Street in the year 2007 due to increase in background traffic. The LOS will further decrease in the year 2007 with the addition of school traffic, especially for the northbound approach during the a.m. peak hour. A poor level of service is not unusual for a minor street intersection on an arterial street with stop control during peak traffic periods. Though 95th Street is the closest access from the project site to Via Linda, 94th Street and San Salvador/91st Street provide alternatives for access to Via Linda for drivers that want to avoid the delay at 95th Street. The intersection of Via Linda & San Salvador/91st Street is signalized. The intersection of Via Linda & 94th Street is two-way stop controlled and traffic on 94th Street is required to come to a complete stop and yield to traffic on Via Linda.

Via Linda & San Salvador/91st Street is the closest signalized intersection to the school site. Capacity calculations for signalized intersections are evaluated for each movement at the intersection, each approach to the intersection, and for the intersection overall. At Via Linda & San Salvador/91st Street, the level of service was evaluated for the overall intersection and for each approach. The results of the capacity calculations are presented in the table below. Since the northbound approach will be most affected by school traffic, only the northbound approach and the overall intersection LOS are shown in the table.

Level of Service Table

Via Linda & San Salvador/91st Street	Level of Service					
	AM Peak Hour		School Dismissal		PM Peak Hour	
	NB	INT	NB	INT	NB	INT
Existing Conditions 2002	B	B	C	B	D	B
Without School 2007	B	B	C	C	D	C
School Build-Out 400 students 2007	C	B	C	C	E	D

The table above demonstrates that the LOS will decrease slightly for some time periods at the intersection of Via Linda & San Salvador/91st Street in the year 2007 due to an increase in background traffic. The LOS will further decrease in the year 2007 with the addition of school traffic, especially for the northbound approach during the a.m. and p.m. peak hours.

On-Site Circulation:
Vehicles can queue along the east and west sides of the building for drop-off and pick-up activities. There is approximately 250 feet for queuing on the east and west sides of the building, for a total of 500 feet. This would accommodate approximately 20 passenger vehicles. The applicant has agreed to have staggered start and dismissal times for the school so that there will be adequate distance for queuing vehicles during drop-off and pick-up times. Start and dismissal times will be staggered by a minimum of 30 minutes.

Other Information:
The applicant started operating a summer camp at the project site this past summer, and the camp enrolled 400 students. There have been no reported problems with drop-off and pick-up activities or vehicle queuing related to the camp.

Summary:
Analysis of the existing and expected trip generation demonstrates that the proposed school would generate 1200 trips per day to and from the site. This is comparable to the total daily trips that would be generated by medical office, which is allowed in I-1 zoning without a Use Permit for this site; however, this does represent a significant increase compared to light industrial and general office land uses, which are typical for this zoning category. Capacity calculations show that the Level of Service at the nearby intersection of Via Linda & 95th Street will be downgraded with the addition of the proposed school traffic. The intersections of Via Linda & 94th Street and Via Linda & San Salvador/91st Street may also see an increase in traffic as drivers look for alternate routes to Via Linda if the intersection at 95th Street becomes congested. As a result, the level of service at Via Linda & San Salvador/91st Street will also decrease. On-site circulation was evaluated. The applicant plans to stagger start and dismissal times for the school so that there will be adequate distance for queuing vehicles during drop-off and pick-up activities on site.

FINAL CITIZEN REVIEW REPORT
19-PA-2002

Text Amendment Allowing Private and Charter Schools With Conditional Use Permit in I-1 Zoning District

November 7, 2002

26-UP-2002
11/13/2002

ATTACHMENT #8

I. Brief Description of the Proposed Plan and Use

This Citizen Participation Plan is being implemented in conjunction with a submittal for a text amendment to the I-1 zoning district to allow private and charter schools to locate within the I-1 district if they are able to obtain a Conditional Use Permit (CUP).

Currently, Scottsdale allows these schools to locate in residential and commercial districts (some as of right, and some with a CUP). However, lately, quality private and charter schools have been discouraged from locating in Scottsdale, because of the great opposition from residential and commercial neighbors who do not want to see schools locating near homes or commercial businesses that depend on unobstructed traffic flow for business. Many industrial sites will make ideal school locations and the Council will have the ultimate check on these sites because of the proposed CUP requirement.

II. Notification Techniques

On October 29, 2002 we mailed the attached letter to all individuals who have requested to be put on the notification list for such amendments or for a specific topic, informing them of our application. We placed the attached 1/8 advertisement in the Scottsdale Republic notifying all citizens of our Open House held on November 5, 2002. There were no attendees at the Open House and there has been no opposition to our request. We have a letter in full support from the landlord, surrounding neighbors as well as a pending letter of support from the Chamber of Commerce. Also, we are continuously gathering signatures on petitions supporting our application, which we will submit prior to our Planning Commission hearing.

III. Map of Notification Area

The required text amendment notification area is defined by those residents who have requested to be placed on a notification list for all amendments or for a specific topic. The list of these individuals is attached.

IV. Homeowners Associations

The required text amendment notification area is defined by those residents who have requested to be placed on a notification list for all amendments or for a specific topic. The list of these individuals is attached.

VIII. Parties Affected by the Proposal

The required text amendment notification area is defined by those residents who have requested to be placed on a notification list for all amendments or for a specific topic. The list of these individuals is attached.

IX. Perspective of Interested Parties

We mailed the attached letter to all interested parties as described above as well as advertised the Open House in the local newspaper. If we or the City receives any reaction to the letter or ad, we will follow up with telephone and subsequent personal visits with any interested parties. Thus far we have received no calls.

X. Resolution of Neighborhood Issues and Proposed Solutions

As we meet with interested parties, we will provide the City with a written record of concerns raised and how they have been addressed or resolved. Individual or additional group meetings will be held on any issues that warrant such an action. We will continue to work with residents and cooperate in an attempt to resolve any issues.

XI. Process of Notification

Interested parties will be notified of changes or amendments by the following methods:

1. Notification of the property owners by the attached letter.

2. Follow up will be made by phone and personal visits if necessary.

XII. Planning Department Notification

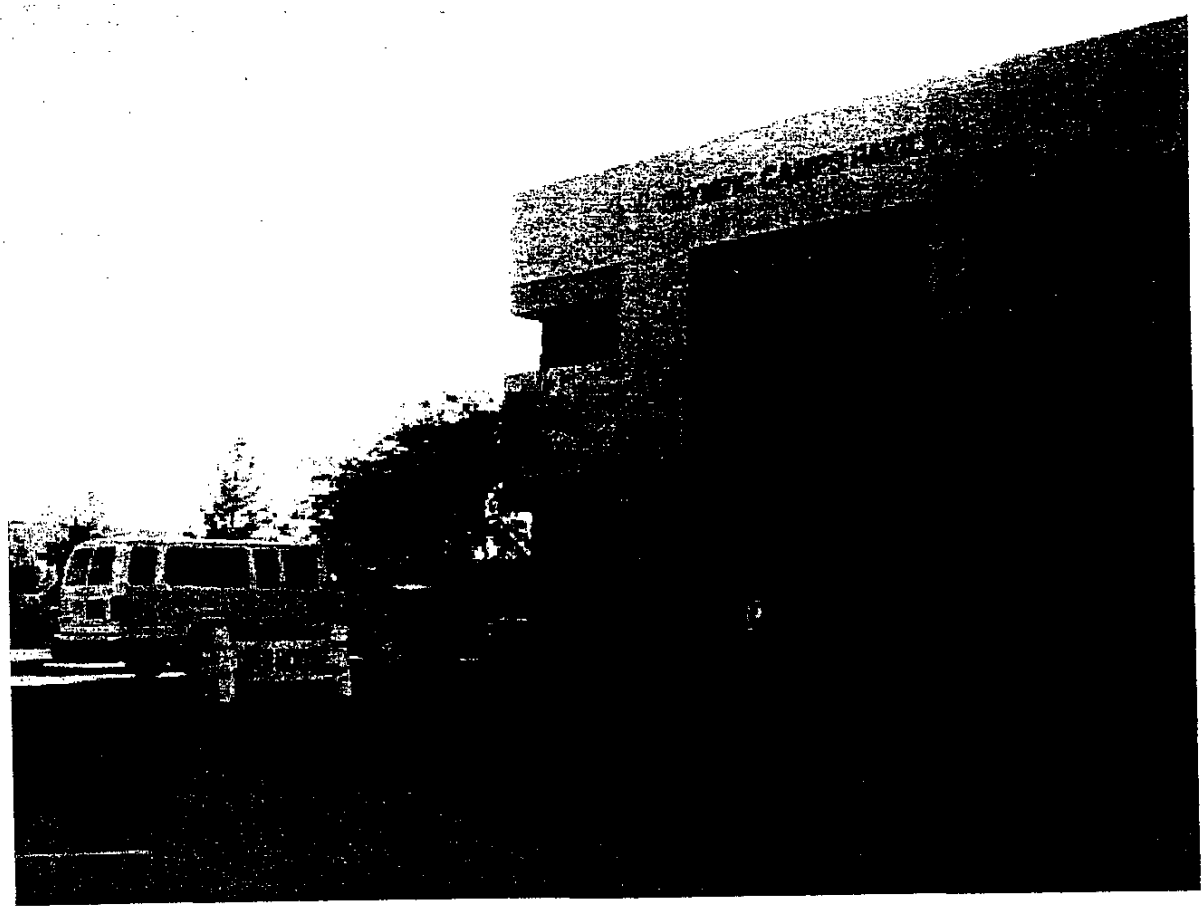
The Development Team will keep the appropriate City representative apprized of the citizen participation efforts through telephone, mail, facsimile, or email.

XIII. Time Schedule for Completion of the Citizen Participation Plan

1. Implementation Date - Upon Submission of the application, October 28, 2002.

2. Time Provided for Citizen Input - Beginning on October 29, 2002, and continuing through the final City Council meeting, we will take public input, record it, and react to it appropriately. We mailed our letter to the individuals on the notification list on October 29, 2002 informing them of our request. We also placed a 1/8 advertisement that appeared in the local newspaper on November 4, 2002 notifying the public of our Open House held on November 5, 2002.

OPEN HOUSE



To ad ise in the Scottsdale Republic

Call 602.444.8443.

Corrections policy

The Scottsdale Republic corrects errors fully and promptly. To report an error in the news pages, phone the Republic at 602.444.NEWS (6397) or e-mail Editor John D'Anna at john.danna@scottsdalerepublic.com.

Meet the staff

PAM METCALF

Pam Metcalf has seen the Scottsdale area explode. A Phoenix native, she lives in Arcadia. Growing up, she used to picnic with her family on the very site where the *Scottsdale Republic* now stands. It was nothing but desert, and it was a long way from where she grew up at 16th Street and Osborn Road. Pam has worked in Scottsdale for the past seven years and is a customer service representative and front counter saleswoman for Classified Advertising. She loves chatting with her customers and helping them with their needs. A shopping enthusiast, Pam frequents the Promenade and Kierland shopping centers in north Scottsdale. In her spare time, she does woodworking, specializing in folk art and seasonal specialties.

Albert Suniga

means of transportation.

Suniga, 22, is described as 5 feet 11, 180 pounds with brown hair and brown eyes. He also uses the name Victor Rueben Luna.

Theft, trafficking

Connie Valenzuela is wanted on an outstanding felony warrant for four counts of trafficking in stolen property and theft of a means of transportation.

Connie Valenzuela

Valenzuela, 28, is described as 5 feet 6, 140 pounds with brown hair and brown eyes.

OPEN HOUSE

to discuss text ammendment allowing a private/charter school to operate in I-1 zoning with a CUP.

Olympic Camps of Arizona
9318 N. 95th Way

Tuesday, November 5th
2:00 pm

MICHAEL ADLER, 7700 E. Gainey Ranch, spoke in favor of this request. He stated his son has attended Olympic School, he appreciates the fact there are low teacher ratios to campers, and the students receive a lot of individual attention. The staff members always gave 110 percent and make the children feel important. He commented he thought it was wonderful that the facility was expanding.

FRED GOLDBERG, 7700 E. Gainey Ranch Road, #150, spoke in favor of this request. He stated he is a retired schoolteacher and has been the head counselor for six years. He further stated teachers that run the camp are from the Scottsdale School district. He commented this is a first-class camp

(CHAIRMAN GULINO CLOSED PUBLIC TESTIMONY.)

COMMISSIONER NELSSEN MOVED FORWARD CASES 5-TA-2002 AND 26-UP-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL INDICATING IT DOES MEET ALL OF THE USE PERMIT CRITERIA. SECOND BY COMMISSIONER HENRY.

THE MOTION PASSED BY A VOTE OF SIX (6) TO ZERO (0).

16. **6-TA-2002 (Front Yard Parking Regulations)** request by City of Scottsdale, applicant, for a text amendment to the City of Scottsdale Zoning Ordinance (Ordinance No. 455) adding Article VII., General Provisions, Section 7.200., Additional Area Regulations., I. Designated Parking in front yards (This section shall apply only to residential districts).

MR. KEAGY presented this case as per the project coordination packet. He stated the purpose of tonight's meeting is to receive public comment and forward a recommendation to City Council.

COMMISSIONER NELSSEN inquired if this text amendment was applicable Citywide? Mr. Keagy stated it is applicable Citywide and is applicable to all types of vehicles.

Commissioner Nelssen stated on a five-acre parcel, using 33 percent, you could build 13,200 square feet of parking in the front yard in an ESL area. It seems like the thinking here was for small urban R-7 size lots. When you get up to a 10-acre parcel, you are looking at 27,000, 28,000 square feet of parking in the required front yard. He remarked there is another anomaly in the ordinance it stated no more than 30 percent of back yard can be covered by roof. Well people up north that have 40 acres could put a Wal Mart. He stated he felt this text amendment needs to be zoning dependent.

He provided insight on north Scottsdale as he lives it. They have dirt roads under the existing ordinance and his neighbor has a pre-manufactured home, had seven semi-tractor trails parked in the front yard and the City would not do anything about it.

He reported he is in support of some type of ordinance change but he thought the numbers needs to be tweaked as they start apply to larger lots and that may be dealt with in the ESLO.

District Regulations., Section 5.1803., Use Regulations., to allow for private and charter schools within the Industrial Park (I-1) District by conditional use permit.

15. **26-UP-2002 (Olympic Private School Facility)** request by Jorden, Bischoff, McGuire & Rose, applicant, Equus Realty, owner, for a conditional use permit for a private charter school on a 1.8 +/- acre parcel located at 9318 N 95th Way with Industrial Park (I-1) zoning.

MR. STABLEY presented cases 5-TA-2002 and 26-UP-2002 as per the project coordination packet. He passed out clarifications on the text amendment. Staff recommends approval of cases 5-TA-2002 and 26-UP-2002, subject to the attached stipulations.

JORDAN ROSE, Jorden, Bischoff, McGuire & Rose, provided an overview of the proposed text amendment. The purpose of this request is to amend the Zoning Ordinance to allow private and charter schools to locate in areas with I-1 zoning with a use permit. She provided an overview of the public outreach that has occurred.

Ms. Rose provided background information on Olympic Camps. Olympic Camps of Arizona have provided an educational, high quality after school and summer experience for more than 400 children a year. She provided an overview of the amenities. She reported the start times would be staggered. She illustrated the fact that this request meets all the legal conditions of the use permit.

COMMISSIONER STEINBERG inquired if there would be any industrial manufacturing in the area that would be onerous to the students. Ms. Rose replied in the negative.

COMMISSIONER HEITEL stated he felt the text amendment was a great idea and there is a huge need in the area.

COMMISSIONER HENRY stated the text amendment was thorough and wonderfully written. She further stated having the staggered start times is great. She remarked she drove by and looked at the facility but wishes she would have gone inside because it sounds as if she missed a wonderful experience. She concluded she would be supporting this case.

(CHAIRMAN GULINO OPENED PUBLIC TESTIMONY.)

WARD HARRIMAN, 2629 S. Country Club Way, spoke in favor of this request. He stated he represents a school that wants to be working with this school. He further stated he fully supports their emphasis on technology. This facility is needed because many private and charter schools are turning children away.

MARA ADDISON, 12845 N. 89th Place, spoke in favor of this request. She stated the Olympus Campus has been a wonderful experience for her children. She further stated the amenities are wonderful. She concluded this facility is well received in their community.

SPEAKER/CITIZEN COMMENT CARD

15

This card is for providing comments when attending City Council and other public meetings, whether or not you wish to speak.

All cards MUST be submitted BEFORE public testimony has begun on the item. Testimony is limited to 3 minutes per speaker. Additional time MAY be granted to speakers representing two or more persons.

PLEASE PRINT NAME Fred Goldberg MEETING DATE

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT Olympic Comp

ADDRESS 7700 E Gainey Ranch Rd #150 ZIP 85255

HOME PHONE 480 483-4637 WORK PHONE

☑ YES, I WISH TO SPEAK REGARDING ITEM # 15

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☑ I AM IN FAVOR OF AGENDA ITEM # 15 ☐ I AM OPPOSED TO AGENDA ITEM #

☐ I WISH TO SPEAK DURING "PUBLIC COMMENTS" CONCERNING

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This card constitutes a public record under Arizona law.

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PLEASE PRINT NAME WARD HARRIMAN MEETING DATE 12/11/02

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT

ADDRESS 2629 S. Country Club Way ZIP

HOME PHONE 480-966-8616 WORK PHONE 480-607-1101

☑ YES, I WISH TO SPEAK REGARDING ITEM # 15

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☐ I AM IN FAVOR OF AGENDA ITEM # ☐ I AM OPPOSED TO AGENDA ITEM #

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PLEASE PRINT NAME Michael Adler MEETING DATE

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT OLYMPIC CAMPS

ADDRESS 11350 E SAHUARO DR ZIP 85259

HOME PHONE 480 ~~480~~ 767-7264 WORK PHONE

☑ YES, I WISH TO SPEAK REGARDING ITEM # 15

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☑ I AM IN FAVOR OF AGENDA ITEM # 15 ☐ I AM OPPOSED TO AGENDA ITEM #

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PLEASE PRINT NAME Court Rich MEETING DATE Dec/11/02 ~~DEC 1 2002~~

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT

ADDRESS 7502 E. Earll #4 ZIP

HOME PHONE (480) 429-8785 WORK PHONE (480) 998-3525

☐ YES, I WISH TO SPEAK REGARDING ITEM #

☒ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☒ I AM IN FAVOR OF AGENDA ITEM # 15 ☐ I AM OPPOSED TO AGENDA ITEM #

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PLEASE PRINT NAME Clinton Salvador MEETING DATE 12/11/02

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT N/A

ADDRESS 2033 South 84th Avenue ZIP

HOME PHONE (623) 907-4398 WORK PHONE

☐ YES, I WISH TO SPEAK REGARDING ITEM #

☒ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☒ I AM IN FAVOR OF AGENDA ITEM # 15 ☐ I AM OPPOSED TO AGENDA ITEM #

☐ I WISH TO SPEAK DURING "PUBLIC COMMENTS" CONCERNING

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PLEASE PRINT NAME Mary Ann Hardiman MEETING DATE 12/11/02

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT

ADDRESS 2629 S. Country Club Way ZIP

HOME PHONE 480-966-8616 WORK PHONE 623-845-0081

☐ YES, I WISH TO SPEAK REGARDING ITEM #

☒ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☒ I AM IN FAVOR OF AGENDA ITEM # 15 ☐ I AM OPPOSED TO AGENDA ITEM #

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PLEASE PRINT NAME Mark Mattson MEETING DATE

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT Olympic Vamps

ADDRESS 9310 N. 95th Way ZIP 85258

HOME PHONE 480 837-4876 WORK PHONE 480 614-2267

☐ YES, I WISH TO SPEAK REGARDING ITEM #

☒ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☒ I AM IN FAVOR OF AGENDA ITEM # 15 ☐ I AM OPPOSED TO AGENDA ITEM #

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This card constitutes a public record under Arizona law.

may decide that the Industrial District is a more ideal place for a school. as it will be isolated from the neighbors and commercial businesses who have generally been protesting these uses.

I hope you will be supportive of this text amendment. we believe it will only benefit the City and it's residents by allowing for more options for the necessary school sites. If you have any comments. I would look forward to hearing from you at 480-505-3939. Thank you again.

Sincerely.

Jordan R. Rose

26-UP-2002
11/13/2002

JORDEN
BISCHOFF
MCGUIRE
& ROSE
P.L.C.

LAW OFFICES

7272 E. INDIAN SCHOOL ROAD, SUITE 205
SCOTTSDALE, ARIZONA 85251
TELEPHONE: 480-505-3900
FACSIMILE: 480-505-3901

JORDAN R. ROSE

DIRECT LINE: 480-505-3939
e-mail: jordanrch@aol.com

October 28, 2002

RE: Proposed Text Amendment to I-1 Zoning District to Allow for Private and Charter Schools Only with a Conditional Use Permit

Dear Neighbor:

As you likely recall, you are on the master list at the City of Scottsdale for any notification on proposed text amendments. We have just submitted this amendment application to the City, have met with Staff and most of the Council members, and thus far have received 100% support. Please let me know if you have any questions or issues with what we are attempting to do.

Currently Scottsdale allows for private and charter schools to locate in all Residential and Commercial zoning districts (many as of right, some with a Use Permit), but not in Industrial districts at all. As you have seen, lately, it has become increasingly difficult for schools attempting to locate near residential homes, or even in commercial areas, to overcome heavy neighborhood opposition, and gain full Council support. Because Scottsdale's industrially zoned areas are not located near residential homes, or businesses that fear their customer base will be deterred by normal school traffic, some sites within Scottsdales Industrial areas, may be perfect for school locations. While new private and charter schools are still needed in Scottsdale, many educators are being discouraged from building in the City because of all of the controversy surrounding virtually every private/charter school Use Permit case in the past year or more. It is certainly in the Cities best interest to remain known for the variety of excellent K-12 educational opportunities and allowing good schools the ability to locate in non-controversial locations will help to continue to promote this image.

This application does not suggest that every Industrially zoned location will be suitable for a school site. In fact, in order to allow Staff, Planning Commission, and ultimately the Council, to be sure that every industrially zoned school site is appropriate, this amendment requires that each proposed school receive a Use Permit from the Council. The Council will, in this way, be able to thoroughly regulate when and if a school is allowed to locate in an Industrial zoning district.

There is no reason that an Industrial Zoning District, with very light traffic, and no residential neighbors to disturb, cannot have a school site, when a heavily trafficked Commercial Zoning District located very close to residential neighbors can permit a school. In many cases, the Council

City Council Report

MEETING DATE: January 21, 2003 ITEM NO. 3 GOAL: Coordinate Planning to Balance Infrastructure

SUBJECT **Montacino-McDowell Mountain**

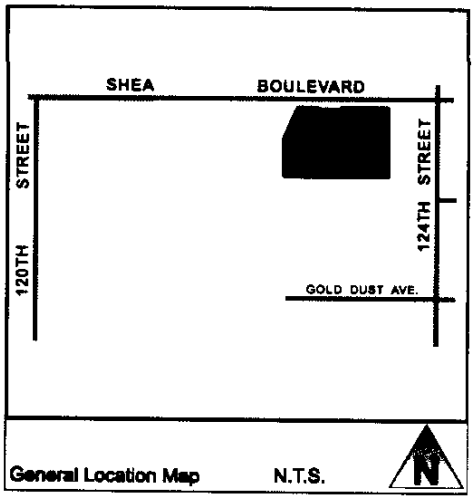
REQUEST Request to approve:

1. A non-major General Plan amendment from Urban Neighborhoods to Suburban Neighborhoods on a 6.32+/- acre parcel located at 12325 E Shea Boulevard.
2. Adopt Resolution No. 6225 affirming the above general plan.
3. Rezone from Multi-Family Residential, Environmentally Sensitive Lands (R-5 ESL) to Single Family Residential, Environmentally Sensitive Lands (R1-5 ESL) with amended development standards and the termination of an existing development agreement on a 6.32+/- acre parcel located at 12325 E Shea Boulevard.
4. Adopt Ordinance No. 3487 affirming the above rezoning and amended development standards.
5. Adopt Resolution No. 6229 terminating the existing development agreement No. 980108.

8-GP-2002 & 23-ZN-2002

Key Items for Consideration:

- Proposed change is from multi-family development to single family development.
- The proposal will generate less traffic.
- A scenic corridor is provided along Shea Blvd.
- The existing development agreement for an assisted living residential health care facility will be terminated.
- There is no known opposition.
- Planning Commission recommends approval as amended, 4-2.



General Location Map N.T.S.

Related Policies, References:
Cases 9-GP-1998, 12-ZN-1998, 20-UP-1998
Resolution No. 5134; Development Agreement No. 98-0108
The Shea Area Plan

OWNER Montacino McDowell Mountain, LLC

APPLICANT CONTACT

George Tibsherany
Hg Nasser International LLC
480-945-1228

LOCATION

12325 E Shea Bl

BACKGROUND

General Plan.
In 1998, the General Plan Land Use Element was amended from Rural Neighborhoods to Urban Neighborhoods for this property. The Urban Neighborhood category designates areas for multi-family dwellings/apartments (more than 8 dwellings per acre). The surrounding area's General Plan Land Use designation is Rural Neighborhoods, which supports one (1) dwelling unit per acre.

Shea Area Plan.
The Shea Area Plan allows for flexibility for projects along Shea Boulevard while emphasizing the importance of compatibility with surrounding land uses.

Zoning.
In 1998, the property was rezoned from Single Family Residential/Environmentally Sensitive Lands District (R1-43/ESL) to Multi-Family Residential/Environmentally Sensitive Lands District (R-5/ESL). The R-5/ESL zoning district allows for multi-family residential uses, including apartments and other multi-family residential uses. Also in 1998, a Use Permit and a development agreement (Agreement No. 98-0108) were approved for the development of an assisted living residential health care facility having 121 units.

Context.
This property is located on the south side of Shea Boulevard, east of the Central Arizona Project (CAP) Canal and west of 124th Street. The surrounding property is zoned R1-43/ESL to the northeast, and R1-43 to the southwest. The site is bounded by Shea Boulevard to the north, a single-family residential lot to the east, and drainage washes to the south and west.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
This request is to amend the General Plan Land Use element and rezone a 6.3-acre parcel. The amendment to the General Plan would change the land use designation from Urban Neighborhoods to Suburban Neighborhoods, and the rezoning is a change from the current R-5/ESL District to the R1-5/ESL District. The applicant proposes to subdivide the property into 28 single-family lots having a minimum size of 5,300 sq.ft.

The applicant proposes to amend the development standards for front yard setbacks and lot widths with this development. The amended development standards provide thinner yet deeper lots for their housing product, which has a casita in the front. The applicant will also be providing larger lot sizes (5,300 sq.ft.) than the minimum 4,700 sq.ft. The amended standards help achieve the scenic corridor easement along Shea Boulevard and the open space along the south.

An existing development agreement approved with a use permit for an assisted living residential health care facility will be terminated.

Key Issues.

- Proposed change is from multi-family development to single family development.
- The proposal will generate less traffic.
- A scenic corridor is provided along Shea Blvd.
- The existing development agreement for an assisted living residential health care facility will be terminated.

Community Impact.

The proposed General Plan amendment and rezoning will reduce the density and traffic for this property. Higher density housing, including the assisted living residential health care facility, will no longer be permitted at this location. An 80-foot wide scenic corridor will be provided along Shea Boulevard, and open space will be maintained along the wash to the south.

IMPACT ANALYSIS

Traffic.

There is only one access point to this property from Shea Boulevard. This proposal will result in less trips being generated to Shea Boulevard due to decreased allowed density. The existing R-5 zoning allows 126 units producing 5.8 trips per unit per day for a total of 730 daily trips. The proposed R1-5 allows 31 units generating 9.57 trips per unit for a total of 297 daily trips. The applicant has submitted a site plan showing 28 detached single-family homes, producing 9.57 trips per acre for a total of 268 daily trips. The previously approved assisted living residential health care facility estimated 280 daily trips.

ZONING	DAILY TRIPS
Existing R-5 (apartments/condominiums)	730
Existing R-5 (residential health care facility)	280
Proposed R1-5 (28 single-family lots)	268

Because there is no access to 124th Street, all traffic must access the property from Shea Boulevard. There is an existing raised median in the center of Shea Boulevard, so traffic from this property wishing to travel west most likely will cross 3 lanes of traffic and do a U-Turn at 124th Street. The proposed internal street on the site extends to the east property line, and may be extended further to 124th Street if that option becomes available in the future.

Development information.

- *Existing Use:* Vacant/Open Desert
- *Parcel Size:* 6.3 net acres (7.2 gross acres)
- *Proposed Density:* *3.8 homes per acre*
- *Building Height Allowed:* 26 feet maximum in ESL
- *Open Space:* Minimum 80 foot wide Scenic Corridor along Shea Blvd.
  53,000 square feet of NAOS (1.2 acres)

Water/Sewer.
There are no water and sewer impacts.

Police/Fire.
There are no police or fire impacts.

Schools District comments/review.
Scottsdale Unified School District has been notified of this application. The change of zoning reduces density and the anticipated number of students.

Open space, scenic corridors.
The applicant is providing a minimum 80-foot wide scenic corridor easement along Shea Boulevard, and a minimum of 1.2 acres of natural area open space (NAOS). The applicant is providing a minimum 15-foot setback from the south property line adjacent to an existing drainage wash.

Policy implications.
Approval of the proposed General Plan amendment and rezoning will reduce the density and traffic for this property. Higher density housing, including the assisted living residential health care facility, will no longer be permitted at this location.

Community involvement.
The applicant held 3 community meetings, has notified property owners within 750 feet, and has discussed their proposal with the Northeast Scottsdale Property Owners' Association (NESPOA). Other than general inquires, there has been no comment regarding this proposal. There is no known opposition.

OPTIONS AND STAFF RECOMMENDATION

Description of Option A:
The City Council could choose to approve the General Plan amendment and rezoning, subject to stipulations.

Description of Option B:
The City Council could choose to approve either the General Plan amendment or the rezoning.

Description of Option C:
The City Council could choose to continue the case to obtain more information or citizen input.

Description of Option D:
The City Council could choose to deny the General Plan amendment and the rezoning.

Recommended Approach:
Staff recommends approval of both the General Plan amendment and rezoning, subject to the attached stipulations.

Planning Commission:
The Planning Commission heard this case on December 11, 2002. No one spoke at the hearing regarding this request. The Planning Commission raised concerns regarding density and the lack of a significant buffer from the

property to the east. The Planning Commission appreciated the neighborhood outreach efforts made by the applicant to gain support for the project, and revised the stipulations pertaining to sidewalks.

After a motion to deny this request failed, the Planning Commission recommended approval of both the General Plan amendment and rezoning, subject to the attached stipulations, by a 4-2 vote.

RESPONSIBLE DEPT(S)

Planning and Development Services Department
Current Planning Services

STAFF CONTACT(S)

Tim Curtis
Project Coordination Manager
480-312-4210
E-mail: tcurtis@ScottsdaleAz.gov

APPROVED BY

1/8/03

Kroy Ekblaw Date
General Manager, Planning & Development Services Department

1/8/03

Ed Gawf Date
Deputy City Manager

ATTACHMENTS

1. Applicant's Narrative
1A. Amended Development Standards
2. Context Aerial
2A. Aerial Close-Up
3. Land Use Map
4. Zoning Map
4A. Proposed Zoning
5. Stipulations
6. Additional Information
7. Traffic Impact Summary
8. Citizen Involvement
9. December 11, 2002 Draft Planning Commission Minutes
10. Resolution No. 6225
11. Ordinance No. 3487
    Exhibit 1. Stipulations
    Exhibit 2. Zoning Map
    Exhibit 3. Amended Development Standards
12. Resolution No. 6229
    Exhibit 1. Termination of Development Agreement
13. Shea Area Plan
14. Site Plan

City of Scottsdale **PROJECT NARRATIVE**

1 STOP SHOP

- [x] Rezoning
- [ ] Use Permit
- [ ] Development Review
- [ ] Master Sign Programs
- [ ] Variance
- [ ] Other

Case # _____ / 222 -PA- 2002

Project Name Montacino McDowell Mtn.

Location 12325 E. Shea Blvd.

Applicant George F. Tibsherany for H. G. Naser International

SITE DETAILS

Proposed/Existing Zoning: R-5ESL/R1-5 ESL

Use: Single Family

Parcel Size: 7.226 gross

[ ] Gross Floor Area [X] Total Units: 28

[ ] Floor Area Ratio [x] Density: 3.87

Parking Required: _____

Parking Provided: _____

Of Buildings: 28

Height: 22'

Setbacks: N- 100' S- 15'

E- 5' W- 5'

In the following space, please describe the project or the request

Montacino McDowell Mountain is a 28 Parcel enclave nestled between the scenic SHea Corridor and undisturbed natural desert open space. The site, adjacent to a desert arroyo teeming with native plants and animals, provides panoramic views of the city and the McDowell Mountains.

The zero lot line estate villas with their detached casitas offer just the right product type for the transitional setting. It provides an affordable housing element in this prestigous North Scottsdale neighborhood without compromising beauty or quality. The walls and gate give a sense of community and exclusiveity, while the entry into the auto court announces arrivals. The preservation of the NAOS is not only a continuation of the scenic Shea corridor, but also the beautiful Sonoran desert landscape.

Montacino McDowell Mountain provides a low density, low traffic solution greatly needed in this neighborhood, and is supported by both NESPOA and the residents of the neighborhood.

222-PA-2002

(If an additional page(s) is necessary, plec

ATTACHMENT #1

23-ZN-2002
10/30/2002

GENERAL PLAN AMENDMENT
PROJECT NARRATIVE

Date June 26, 2002
Case # / 222 -PA- 2002
Project Name Montacino McDowell Mtn.
Location 12325 East Shea Blvd.
Applicant H.G.Nasser, Owner Altera Healthcar

SITE DETAILS

Proposed Land Use: Suburban
Existing Land Use Category: Urban
Parcel Size: 7.226 Gross, 6.323 Net
Total Units/Density: 28 Units 3.87 dwelling units per acre
Adjacent Street Classification Expressway

Please integrate the following into a description of the project request

1. Describe how this proposal achieves the intent of the CityShape 2020 Guiding Principles? a,) Preserve Meaningful Open Space b.) Enhance Neighborhoods c.) Support Economic Vitality d.) Seek Sustainability e.) Advance Transportation f.) Value Scottsdale's Unique Lifestyle & Character

2. How does this proposal respect, protect and blend with the character elements identified above? What is the land use relationship with the surrounding properties? What is the existing character of the site?

3. In what ways is this request changing the General Plan maps and how does this proposal achieve the functions & goals of the general plan? List the pertinent General Plan guidelines that relate to this proposal & describe how the proposal maintains or achieves better results than the outcome of the exisitng guidelines.

4. Does this project increase the impact of infrastructure development as compared to the current general plan? How will these impacts be ameliorated?

5. Describe the key issues with respect to the General Plan that are identified by the surrounding neighborhoods. What adjustments or refinements have been made to the plan in response to these issues?

Montacino McDowell Mountain

General Plan Amendment Justification

1. **Describe how this proposal achieves the intent of the CityShape 2020 <u>Guiding Principles</u>**

a. Preserve Meaningful Open Space:

Meaningful open space will be provided along Shea Blvd. One hundred foot setback of natural open space creates a natural setting as viewed from the North. At the South end of the project, a wash meanders along the property line beckoning homeowners to enjoy the natural, untouched open space. Orientation of some of the villas will have direct views of these beautiful natural Sonoran desert landscapes.

b. Enhance Neighborhoods:

Shea Boulevard corridor will provide the setting on the North. The desert arroyo and natural open space on the South buffer the adjacent neighbors. Because the homes to the South on Gold Dust Avenue have much lower elevations, this project with its 22' high single level elevations, the homes will be barely visible. The low density and low traffic impact of this single family residential use will provide a perfect buffer between Shea Blvd. and the existing single family neighborhood to the East and South.

c. Support Economic Vitality:

The 28 villas will provide an affordable alternative in this Northeast Scottsdale area. The price range from $320,000 to $430,000.00 is a much needed housing product. The low maintenance of this housing type will be a welcome neighbor along the Shea Blvd. corridor. The homeowners will contribute to the submarket economy be being consumers to the Shea area commercial/retail.

d. Sustainability:

Each homeowner will be making an investment in their residence. This commitment to ownership contributes to the long term/permanence of a residential component along the Shea corridor.

e. Advance Transportation:

The negative impact of a right in, right out access to Shea Blvd. has been mitigated by the low density of this proposal. A comparison between the R-5 zoning with the Sr. Healthcare stipulation now on the property and the proposed R1-5 zoning reveals a significant reduction in traffic impact. Montacino McDowell Mountain reduces average weekday trips in excess of 100 per day.

f. Value Scottsdale's Unique Lifestyle and Character:

The site itself with its protected status as environmentally sensitive lands is indicative of Scottsdale's unique lifestyle and character. Consideration of the natural desert landscape in the setbacks, the wash, and the proximity of the CAP to the site was critical in designing this project. We will provide an ambiance of true desert living, while all the amenities of the city are within a very short distance.

2. How does this proposal respect, protect and blend with the character elements identified above? What is the land use relationship with the surrounding properties? What is the existing character of the site?

The setting of the project with respect to the NAOS along Shea Blvd. frontage and the large NAOS on the South with the arroyo, allows it to blend with its natural setting. Because of our low density and the natural buffer to the South, our villas make our use more appealing than having two story dwellings that would be on top of the neighbors to the South, as the city approved current use and zoning allows. The existing character of the site is natural desert. There has been some disturbance to the topography on the North side of the property due to the construction of Shea Blvd.

In what ways is this request changing the General Plan maps and how does this proposal achieve the functions & goals of the general plan? List the pertinent General Plan guidelines that relate to this proposal & describe how the proposal maintains or achieves better results than the outcome of the existing guidelines.

Shea Blvd. is a very intense transportation route that presents many negative impacts on adjacent uses. The current zoning and general plan provide for high density, urban use. Mitigation to these negative impacts were addressed in the Shea Blvd. Corridor Plan. Our proposal to down zone the property and amend the General Plan from Urban to Suburban relieves the traffic burden on Shea while providing a buffer as you transition to the more rural use of R1-43 on the properties to the East and South. The existing use would have multiple entry/exit drives onto both 124th Street and Shea Blvd. and the city approved, existing use allows for a two story sr. healthcare facility over 30' high. Certainly, our proposal achieves much better results than the existing guidelines.

3. Does this project increase the impact of infrastructure development as compared to the current general plan? How will these impacts be ameliorated?

The increase of 28 residential units will have a minimal impact on the existing infrastructure. The target market for these estate villas will be baby boomers and empty nesters who are seeking a low maintenance, secure, turnkey product. There will be little or no impact on the educational system in the area and the reduction in

traffic impact will have a positive effect to existing infrastructure. Likewise, the decrease in density will benefit all other facilities in the area.

4. **Describe the key issues with respect to the General Plan that are identified by the surrounding neighborhoods. What adjustments or refinements have been made to the plan in response to these issues?**

The major issue is one of intensity and land use. With the existing urban designation and the current R-5 zoning, there is no transition into the less intense, low density rural zoning of the R1-43 properties and public land surrounding the site. Residents in the neighborhood have expressed themselves vehemently against the high density, high impact of the R-5 Urban designation. As evidenced by our citizen review meetings with the neighborhood and NESPOA, they are in support of this project because it offers a less intense transitional product that will buffer their properties from the Shea Blvd. corridor with minimal impact to the existing infrastructure.

Montacino McDowell Mountain
General Plan Amendment

6. **Provide a narrative responding to how the General Plan amendment you are proposing furthers the goals of each of the following General Plan Guiding Principles:**

- **Character & Lifestyle**

Montacino McDowell Mountain maintains the character of the Shea Boulevard scenic corridor by the generous amount of setbacks and NAOS along Shea Boulevard. The lifestyle is enhanced due to the less intense use proposed in comparison to the type of lifestyle the existing use intended.

- **Economic Vitality**

This affordable product should provide a higher percentage of discretionary income in this prestigious North Scottsdale area. The residents will contribute to the economic growth by being consumers to the Shea area commercial/retail market.

- **Neighborhoods**

Our project offers an enormous benefit to the neighborhood. The current Urban land designation together with the R-5 zoning creates an intensity completely incompatible with the surrounding properties. The proposed Suburban designation and the down-zoning to R1-5 provides a perfect buffer between the high-speed Shea Blvd. Expressway and the Rural pace to which the neighboring residents are accustomed.

- **Open Space**

Beginning with setbacks averaging 100' (86' minimum) from Shea Blvd. and the federal land on the South and West sides of the property, open space is the focus of this entire project. A stroll along the CAP or a walk down the natural desert arroyo is literally a stones throw away from any spot on the site, and will provide the aura of the rural lifestyle, without sacrificing the amenities and benefits of the city.

- **Sustainability**

The largest single investment of most people is their residence. Much thought and research is expended before the final decision to purchase is made. This decision indicates a long term commitment and a sense of permanence to the neighborhood, which benefits the city and the region.

- **Transportation**

In a comparison of the traffic impact generated by our project against the current approved use, the results are staggering. A total of 280 average weekday trips are projected for the Assisted Living & Alzheimer facilities. Many of those trips would be made by senior citizens attempting to access the Westbound Shea Blvd. expressway, creating a tremendous danger to all drivers of Shea Blvd. Our project reduces that number by 116 trips on an average weekday. Residents in the neighborhood have expressed grave concerns over traffic issues and have expressed their support for this alternative.

7. **Provide Analysis of the Following:**

- If this is a General Plan land use amendment the proposed changes include **7.226** acres, **28 dwelling units**, changing from land use designation Urban to General Plan land use designation **Suburban**.

- The estimated **decrease** in population this proposed General Plan amendment will create is **93**.

- The estimated increase in elementary, middle and high school age children this proposed General Plan amendment will create is **Minimal**.

- The estimated impact this proposed General Plan change will have on water use per year will be **decreased**.

- The estimated impact this proposed General Plan change will have on wastewater generation per year is **decreased**.

- The estimated impact this proposed General Plan change will have on solid waste generation per year is **decreased**.

- The estimated impact this proposed General Plan change will have on vehicle trips per day is **decreased**.

- The estimated number of employees this proposed General Plan change will result in is **no change**.

8. **Provide discussion & analysis of any changes to the approved plans, goals, and/or policies contained in each general plan element that your proposed amendment would make (list each element & discuss the applicable plans & policies within each element as it relates to your proposed amendment.)**

Character & Design Element:

This parcel is currently zoned R-5 ESL with an Urban Land Use designation. In addition, there is an executed development agreement stipulating its use as Sr. Healthcare with an Alzheimer facility. The approved site plan shows a single story building with another two story facility. This two story facility is 26' high and the entire project would carry a density of 121 dwelling units. They do not provide the type of transition necessary to merge the intensity of Shea Blvd. with the rural surroundings. On the other hand, our project provides average setbacks of 100' (86'minimum) along Shea Blvd. and provides sufficient natural area open space to buffer the effects of traffic. The design of the residences is similar to what one might find in a small village in Tuscany, which has a similar desert climate and allows extensive use of natural Sonoran desert vegetation. Both this design and the project as a whole brings diversity to the neighborhood without sacrificing the low density, single family neighborhood atmosphere.

Land Use Element:

Because this site is bordered on three sides by rural uses, the Urban land use designation is inappropriate. This site is the buffer between the Shea expressway, or as the neighborhood refers to it, "the Shea Freeway", and the current residents rural land use with R1-43 zoning. A suburban designation would provide a smooth transition from the "Shea Freeway" to the rural use enjoyed by the existing property owners. Basically, it returns the site to its original designation prior to 1999, when the current General Plan amendment was approved.

Economic Vitality Element:

Those who purchase their home in our project will contribute to the economic growth of Scottsdale as consumers of goods and services within their community. The target market - baby-boomers and empty-nesters generally enjoy an increased level of disposable income which will inevitably benefit the local economy. In contrast, the current approved use would have residents needing full-time care and supervision, virtually institutionalized which would be of no benefit to the economy.

Community Involvement Element:

Civic participation has always been an important element in the development of Scottsdale. Opportunities to contribute have been extended and accepted by the citizens since it began. Many of our target market are newly retired and seeking ways to serve

their community, whether by volunteering in schools, hospitals, libraries, or offering their knowledge and expertise gained from years of experience.

Housing Element:

Montacino McDowell Mountain provides an affordable product not often found in this prestigious north Scottsdale neighborhood. With the rapid growth of the city and skyrocketing prices of property, many find themselves unable to purchase the 1 or more acre lots which are required under the prevalent zoning. We are proposing an alternative which will open up opportunities and diversity not currently offered in the vicinity.

Neighborhoods Element:

There are few benefits to the neighborhood under the current city approved use for the property. The development of a Senior Healthcare and Alzheimer facility is not compatible with the existing one-plus acre properties which surround this property and was approved not to be a benefit the neighborhood, but in order to provide a much needed product in a location convenient to support medical services (drs. and hospitals). Our project would be an asset as it enhances what is already existing in the neighborhood as it adds a gentle diversity as people take advantage of the high end quality, yet affordable pricing.

Open Space and Recreation Element:

It would be a shame to sacrifice this beautiful location, surrounded by natural Sonoran Desert landscape at its finest, on a facility that would take little advantage of the opportunities this location offers. The prime focus of its development must be on preservation and enhancement of what is existing both on and around this site. Few properties in the valley offer opportunities to ride a bicycle along the CAP canal, take a stroll through an undisturbed arroyo, or ride a horse into the incredible McDowell Mountains.

Preservation and Environmental Planning Element:

Most properties along the Shea Corridor bear the scars of the construction of that expressway and ours is no exception. This has caused much damage to the fragile desert plants and animals and created an almost barren site. Because of this, much effort and expense will be required to return the site to its original natural desert beauty. We have made the extra effort to design the project in a way that disturbs the current habitat as little as possible and provide a protective and enhanced environment.

Cost of Development Element

The cost to develop Sr. Healthcare and Alzheimer facilities on this site would be substantial and the high density would intensify those costs. In addition, those utilizing these services would contribute little to the development budget. The decision to allow

the current use was not based on costs. Our project provides low density and targets those who will contribute to the development costs through an increased tax base and as consumers of the local retail environment.

Growth Areas Element

Our site is located on the east end of the city where many homes sit on an acre or more of property. With land becoming more and more scarce, prices have risen dramatically making it difficult to develop property without sacrificing density. However, in response to the concerns of the neighborhood, we have created a project that will provide the low density buffer they have requested. The R1-5 zoning allows nine dwelling units per acre; however, we have looked beyond the zoning and considered the desires of those who will be our friends and neighbors and cut the density further - to 3.8 dwelling units per acre.

Public Services and Facilities Element

A Sr. Healthcare and Alzheimer facility would be a huge drain on public services. With any growth, public services and facilities are impacted. It is important, however, to look at how that impact can be mitigated. Although our homeowners will be using the services the city provides, they will also be the ones who are volunteering in Scottsdale's libraries, hospitals and schools.

Community Mobility Element

Although Shea Blvd. is teeming with cars during the peak morning and afternoon hours, for much of the day traffic reflects the rural atmosphere of its surroundings. We are fortunate to have a site that offers diverse transportation choices. Walking, biking or horseback riding opportunities abound along the CAP and desert arroyo. Access to the valley's bus system is within walking distance and opens up all the retail, commercial, arts and entertainment for which Scottsdale is famous.

9. **Provide discussion of how your proposed amendment contributes to achieving the city's goals regarding scenic corridors, vista corridors, character area plans, neighborhood plans, housing diversity, economic diversity, and transportation accessibility and modes other than automobile traffic.**

We are proposing a non-major GPA in an effort to return this site to it's original General Plan designation prior to 1999, when the City of Scottsdale approved a major General Plan Amendment for an urban land use designation in order to allow a Senior Healthcare and Alzheimer facility to be developed on the parcel.

The site is located along the scenic Shea Corridor at 12325 East Shea Blvd. where urban and rural lives collide. Our plan is to provide a transition from the urban to the rural atmosphere through creating a low density, low traffic, affordable product that will be an asset to the neighborhood. It will certainly create diversity to both economic and housing concerns, while at the same time creating a buffer between the Shea expressway and the

single family residents to the east and south. This project will have the best of both the urban setting and the rural setting as the CAP and federal land to the west and south invites residents to take a walk or even a horseback ride along the natural Sonoran desert arroyo or the CAP as it weaves its way through the valley. If residents crave the urban life, this property is within walking distance of a bus stop that offers virtually the entire valley at their fingertips.

10. Describe the key issues with respect to this General Plan amendment that have been identified by the surrounding neighborhoods through the public involvement program, what adjustments or refinements have been made to the plan in response to these issues?

In an attempt to develop this property last year with a multi-family condominium project, we found the residents had two major concerns - traffic and density. After expending an incredible amount of resources trying to ameliorate their concerns, we dropped the proposal and started over. Recent meetings with the neighbors and NESPOA indicate that we have this time "got a winner," as one resident suggested. With traffic impact reduced by 116 average trips per day and density dropping from the currently approved 121 to 28 dwelling units, the neighbors and NESPOA have embraced this project as a solution to their concerns.

H.G. NASSER
International, LLC

MONTACINO MCDOWELL MOUNTAIN

JUSTIFICATION FOR AMENDED DEVELOPMENT STANDARDS

With the CAP canal and stormwater detention basin adjacent to the West property line, a stormwater detention area arroyo on the South and Shea Boulevard to the North, this property located at 12325 East Shea Blvd. is in a unique position when compared to surrounding properties. During construction of the Shea Boulevard Corridor, this lot received a large amount of the dirt removed to build the road, scarring the property, destroying the natural vegetation and changing natural water flows.

The damage was compounded by the Federal Government when they constructed the CAP canal and re-configured the water retention area. Dirt removed from those sections was placed along the South property line building up the site in an effort to get it out of the flood zone. Again, habitat and vegetation were destroyed and natural water flows altered. What we are now left with is a site bearing the scars of progress, with little vegetation and no distinctive environmental features.

Because of the history of the site, when we prepared to develop our NAOS and landscape plan, our major goal was to "first do no harm." With that in mind, we began by first analyzing the surrounding properties to determine what prevalent natural features existed that we lacked. With that information, we devised a plan that will not only "do no harm", but will restore much of the natural vegetation and habitat to the area. In further effort to be sensitive to the needs of the site, and to offer a greater impact of the lower desert surroundings, we are requesting a drastic reduction in the density - not just from the 23 units per acre allowed under the current R-5 zoning, but our intention is to develop the property at 4 dwelling units per acre, well below the 9 dwelling units per acre allowed under our requested zoning of R1-5. We believe it is vital to the success of the project that we offer future residents of the development the same beautiful, natural features their surrounding neighbors now enjoy.

8-GP-2002
10/30/2002

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

222-PA-2002
10/23/02

Amended Development Standards Justification Form
Please attach the proposed Development Standards to this form.

Which of the following development standards are requested for amendment?

X lot size: % of increase or decrease +8.5% Minimum lot size 5,100
X lot width: % of increase or decrease -5% Minimum lot width 43'
____ setbacks % of increase or decrease_____ Minimum front setback_____
Minimum rear setback_____
Minimum side setback_____

What are the major environmental features on the site?
There are no major environmental features on the site. There is significant scarring on the site caused by the construction of Shea Blvd.

Describe how these reductions result in better protection of environmental features than if the property were developed using standard lot sizes and setbacks:
If this project was built to standard lot stds. twice the density could be provided. We have made the lot sizes larger and nestled the lots between the 100' NAOS buffer along Shea and the 600' retention area to the SOuth.

What is the minimum NAOS required per ordinance? 62,988 S.F.
What are is the amouont of NAOS you are providing? 79,130. S.F.
What is the percentage of the overall site (gross parcel size) being dedicated in NAOS? 25%

Will the NAOS be shown in common tracts and dedicated on the final plat? YES

Will the NAOS be dedicated with each lot as it comes in for development? NO
If yes, explain how the City might achieve assurance that NAOS dedications are logical and connect with NAOS areas that will be or have been dedicated_____

Is the amount of NAOS being dedicated as part of the NAOS Density Incentive Provision of ESLO? NO

DEVELOPMENT STANDARDS

SUBDIVISION NAME: Montacino- McDowell Mountain
CASE #: 23-ZN-2002
ZONING R1-5 PCD PRD ESL XX

	ORDINANCE REQUIREMENTS	AMENDED STANDARDS	MAXIMUM ESLO REDUCTION %
A. MIN. LOT AREA	4700 Sq Ft	5300 Sq Ft	
B. MIN. LOT WIDTH			
1. Standard Lot	45 ft (55ft Corner)	39 ft	
2. Flag Lot			
C. MAXIMUM BUILDING HEIGHT	26 ft (see Note #1)	No Change	
D. MIN. YARD SETBACKS			
1. FRONT YARD			
▪ FRONT (to face of building)	15 ft	0 ft	
▪ FRONT (to face of garage)	20 ft (See Note #2)	No Change	
▪ FRONT (corner lot, side street)	10 ft	0 ft	
▪ FRONT (corner lot, adjacent to key lot, side street)	10 ft	No Change	
▪ FRONT (double frontage)	15 ft or 25 ft	No Change	
2 SIDE YARD			
▪ Minimum	0 or 5ft	No Change	
▪ Minimum aggregate	10 ft	No Change	
3. REAR YARD			
▪ Standard Depth	15 ft or 25 ft	No Change	
▪ Min. Depth (% of difference which can be occupied)			
E. DISTANCE BETWEEN BUILDINGS (MIN)			
1. Accessory & Main	8 ft	5 ft	
2. Main Buildings/Adjacent Lots	10 ft	No Change	
F. MAXIMUM WALL HEIGHT			
1. FRONT	3 ft or 6ft up to 33%	No Change	
2. SIDE	8ft	No Change	
3. REAR	8ft	No Change	
4. Corner side not next to key lot	8ft on PL	No Change	
5. Corral fence height (on prop line)			
G. DEVELOPMENT PERIMETER SETBACKS			
H. APPLICABLE ZONING CASES			

I. NOTES & EXCEPTIONS

1. Maximum Building height for residential districts in the ESLO provisions adopted 12-11-01 is twenty-six feet, measured from natural grade.
2. Varies according to the orientation of garage to the street.
3. Front patio cover(s) are allowed in the front yard if: the area that the patio cover encompasses is not more than 20% of the front yard; the patio cover is setback a minimum of 10' from PL.; the patio is constructed so that a min. of 50% of the roof is open.
4. Distances between buildings to accessory buildings must meet building and fire codes.

ATTACHMENT #1A

DEVELOPMENT STANDARDS

SUBDIVISION NAME MONTACINO MCDOWELL MOUNTAIN

CASE # 222-PA-2002 Q.S. MAP 28-57

ZONING R1-5 PCD [ ] PRD [ ] ESL [XX]

	ORDINANCE REQUIREMENTS	AMENDED STANDARDS	MAXIMUM ESLO REDUCTION %
A. MIN. LOT AREA-	4,700 sf	5,300 sf	
B. MIN. LOT WIDTH			
1. Standard Lot-	45'(55'corner)	39'	
2. Flag Lot-			
C. MAXIMUM BUILDING HEIGHT-	30'		
D. MIN. YARD SETBACKS-			
1. FRONT YARD-			
a. FRONT (to face of building)-	15'	0'	
b. FRONT (to face of garage)-	20' *		
c. FRONT (corner lot, side street)	10'	0'	
d. FRONT (corner lot, adjacent to key lot, side street)-	10'		
e. FRONT (double frontage)	15' or 25'		
2. SIDE YARD-			
a. Minimum-	0' or 5'		
b. Minimum aggregate-	10'		
3. REAR YARD-			
a. Standard Depth	15' or 25'		
b. Min. Depth (% of difference which can be occupied)			
E. DISTANCE BETWEEN BUILDINGS (MIN)-			
a. Accessory & Main-	8'	5'	
b. Main buildings/adjacent lots	10'		
F. MAXIMUM WALL HEIGHT-			
a. FRONT	3'or6'up to 33%		
b. SIDE	8'		
c. REAR	8'		
d. Corner side not next to key lot	8' on PL		
f. Corral fence height (on prop line)			
G. DEVELOPMENT PERIMETER SETBACKS-			

H. APPLICABLE ZONING CASES-

I. NOTES & EXCEPTIONS- Front patio cover are allowed in the front yard if: the area that the patio cover encompasses is not more than 20% of the front yard; the patio cover is setback a minimum of 10' from PL.; the patio is constructed so that a min. of 50% of the roof is open.

* Varies according to the orientation of garage to the street.

23-ZN-2002
11/12/02

Sec. 5.550. (R1-5) single-family residential district.

Sec. 5.551. Purpose.

This district is intended to provide an urban single-family residential development. This district is the most intense single-family district and provides a patio home style of development. It should provide a transition between attached and multi-family residential areas and modest density single-family areas. Uses incidental or accessory to dwellings, recreational, religious and educational facilities are included.
(Ord. No. 2293, § 1, 5-15-90)

Sec. 5.552. Use regulations.

A. *Permitted uses.* Buildings, structures or premises shall be used and buildings, structures and premises shall hereafter be erected, altered or enlarged only for the following uses:

1. Any use permitted in the (R1-43) single-family residential district (section 5.102A).

B. *Permitted uses by conditional use permit.* Any use permitted by conditional use permit in the (R1-43) single-family residential district (section 5.102B).
(Ord. No. 2293, § 1, 5-15-90; Ord. No. 3048, § 2, 10-7-97; Ord. No. 3034, § 1, 11-4-97; Ord. No. 3103, § 1, 1-6-98)

Sec. 5.553. Approvals required.

Development Review Board approval shall be obtained as outline in article I, section 1.900 hereof, prior to development of any municipal use, or any use requiring a conditional use permit, or for any common recreation facilities, guard houses, perimeter walls or common area landscaping.
(Ord. No. 2293, § 1, 5-15-90; Ord. No. 3225, § 1, 5-4-99)

Sec. 5.554. Property development standards.

The following property development standards shall apply to all land and buildings in the R1-5 district:

A. *Lot area.*

1. Each lot shall have a minimum area of not less than ~~four thousand seven hundred (4,700)~~ **FIVE THOUSAND THREE HUNDRED SQUARE FEET (5,300)**

B. *Lot dimensions.*

1. Low width. All lots shall have a minimum width of ~~forty-five (45)~~ **THIRTY NINE (39) FEET**. All corner lots at the intersection of two (2) streets shall have a minimum width of ~~fifty-five (55)~~ **FORTY FIVE (45) FEET**.

2. Lot depth. All lots shall have a minimum depth of eight-five (85) feet.

C. *Density.* There shall not be more than one (1) single-family dwelling unit on any one (1) lot.

D. *Building height.* No building shall exceed thirty (30) feet in height, except as otherwise provided in article VII.

E. *Yards.*

1. Front Yard.

a. There shall be a front yard which provides the following setbacks:

1. ~~Fifteen (15)~~ **ZERO (0) FEET** from the property line to the main building.

b. Where lots have double frontage on two (2) streets the required yard where access is not provided shall be:

1. ~~Fifteen (15)~~ **ZERO (0) FEET** from the property line where the street is a local residential street; or

2. Twenty-five (25) feet from the property line where the street is a collector, arterial, parkway, expressway or freeway classification.

These requirements do not apply to fences and walls, pools and accessory buildings.

c. Where the lot is located at the intersection of two (2) or more streets there shall be a yard conforming to the front yard requirements on the street with the narrowest frontage and a yard of not less than ten (10) feet in depth from property line to the main building.

2. Side Yards.

a. There shall be a side yard on each side of a building of zero (0) feet or five (5) feet or more.

b. There shall be an aggregate side yard width of ten (10) feet.

c. If there is to be a side yard setback of zero (0) feet, all side yards for lots within the residential block where the zero (0) side yards occur shall be clearly identified on the recorded subdivision plat.

3. Rear Yard. There shall be a rear yard of:

a. Fifteen (15) feet where the rear yard abuts R1-5, R-4, R-4R, R-3, R-5, commercial, office, industrial or open space districts; or

b. Twenty-five (25) feet where the rear year abuts other R1 (single-family) districts.

4. Other requirements and exceptions as specified in article VII.

F. *Garage setbacks.*

1. The garage or carport shall be set back from the back of street improvements according to the following table:

Angle of the face of the garage from parallel to the street	Minimum setback
0° (parallel) to 29°	20'
30° to 44°	17'

45° to 59°	14'
60° +	10'

In no case shall the garage or carport face be closer to the property line than ten (10) feet.

2. The sides and rear walls of a garage or carport shall conform to the standard main building yard requirements.

G. *Distance between buildings.*

1. There shall not be less than ~~eight (8)~~ **FIVE (5) FEET** between an accessory building and main building.

2. The minimum distance between main buildings on adjacent lots shall not be less than ten (10) feet.

H. *Buildings, walls, fences and landscaping.*

1. Walls, fences and hedges not to exceed eight (8) feet in height shall be permitted on the property line or within the required side or rear yard. Walls, fences and hedges shall not exceed three (3) feet in height on the front property line or within the required front yard except as provided in article VII, subsection E.1.b. above and subsection 2 below. The height of the wall or fence is measured from inside of the enclosure.

2. In the front yard walls and fences a maximum of six (6) feet in height are allowed provided:

   a. The yard enclosed by such wall or fence shall not include more than thirty-three (33) percent of the area between the front property line and the front setback line.

   b. The wall or fence shall be set back three (3) feet from the front property line.

   c. The provisions of section 7.104 shall apply on corner lots.

3. In the required front yard patio covers are allowed when in conjunction with the enclosure of the front yard (as provided in section 5.554.H.2) subject to the following requirements:

   a. The area encompassed by the patio cover shall not include more than twenty (20) percent of the area between the front property line and the front setback line.

   b. The patio cover shall be set back a minimum of ten (10) feet from the front property line.

   c. The patio cover shall be structurally integrated with similar or compatible building materials to the roof system of the main building.

   d. The patio cover shall be constructed so that a minimum of fifty (50) percent of the roof structure is open and unobstructed to the sky.

l. *Access.* All lots shall have vehicular access on a dedicated street, unless a secondary means of permanent vehicular access has been approved on a subdivision plat.

(Ord. No. 2293, § 1, 5-15-90; Ord. No. 2509, § 1, 6-1-93)

Sec. 5.555. Off-street parking.

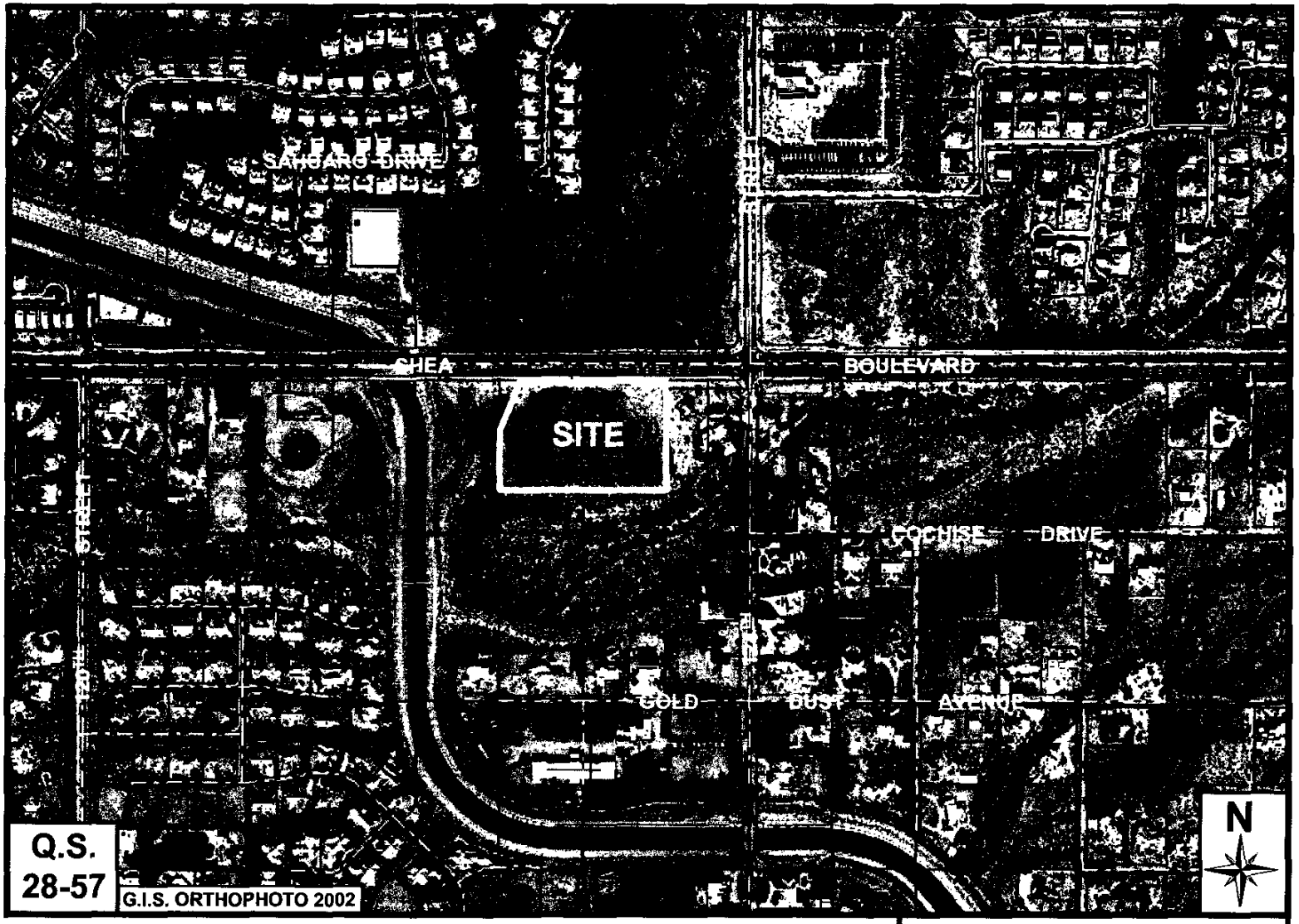
The provisions of article IX shall apply.

(Ord. No. 2293, § 1, 5-15-90)

Sec. 5.556. Signs.

The provisions of article VIII shall apply.

(Ord. No. 2293, § 1, 5-15-90)



Montacino McDowell Mountain

23-ZN-2002
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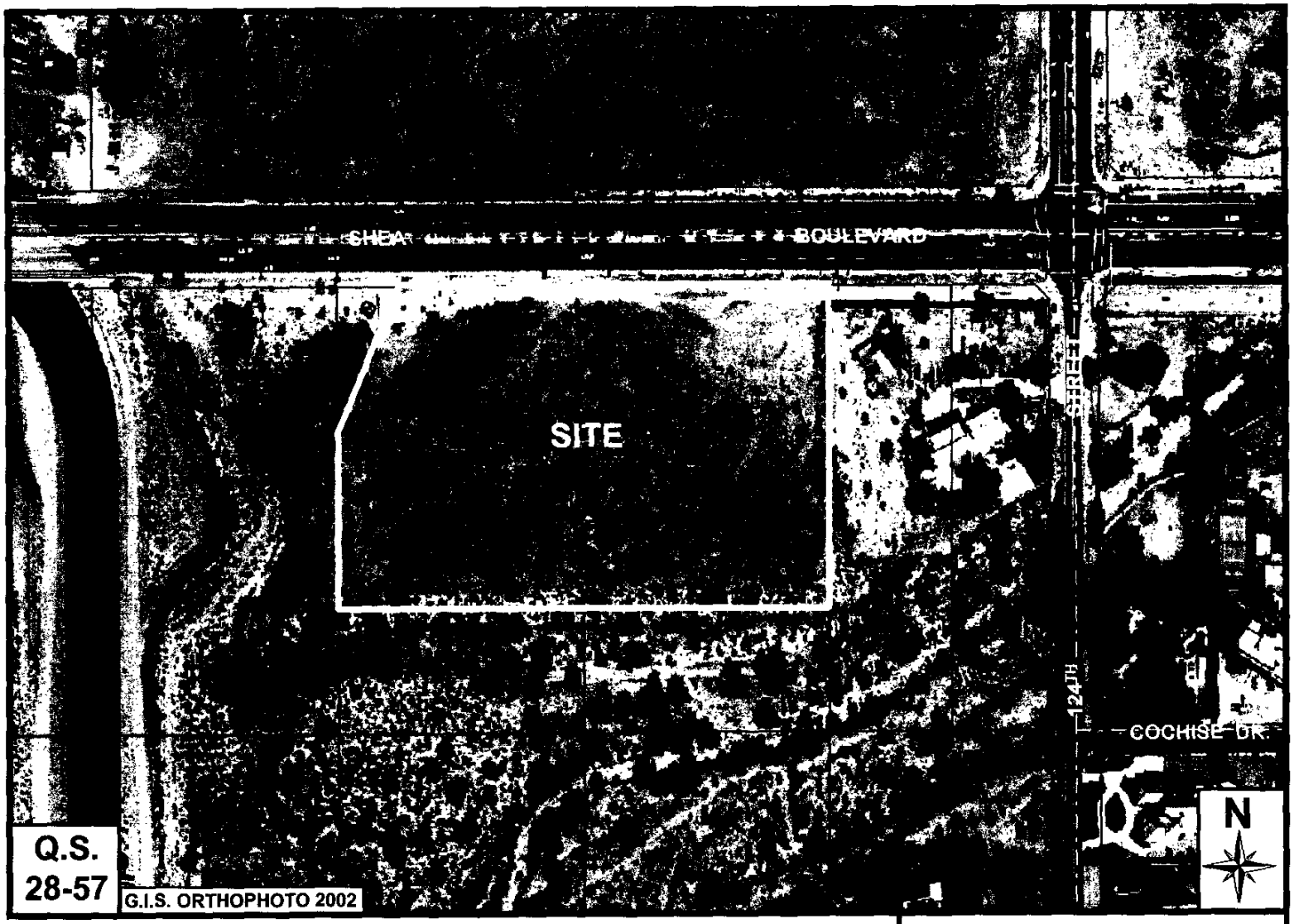
ATTACHMENT #2



Montacino McDowell Mountain

23-ZN-2002
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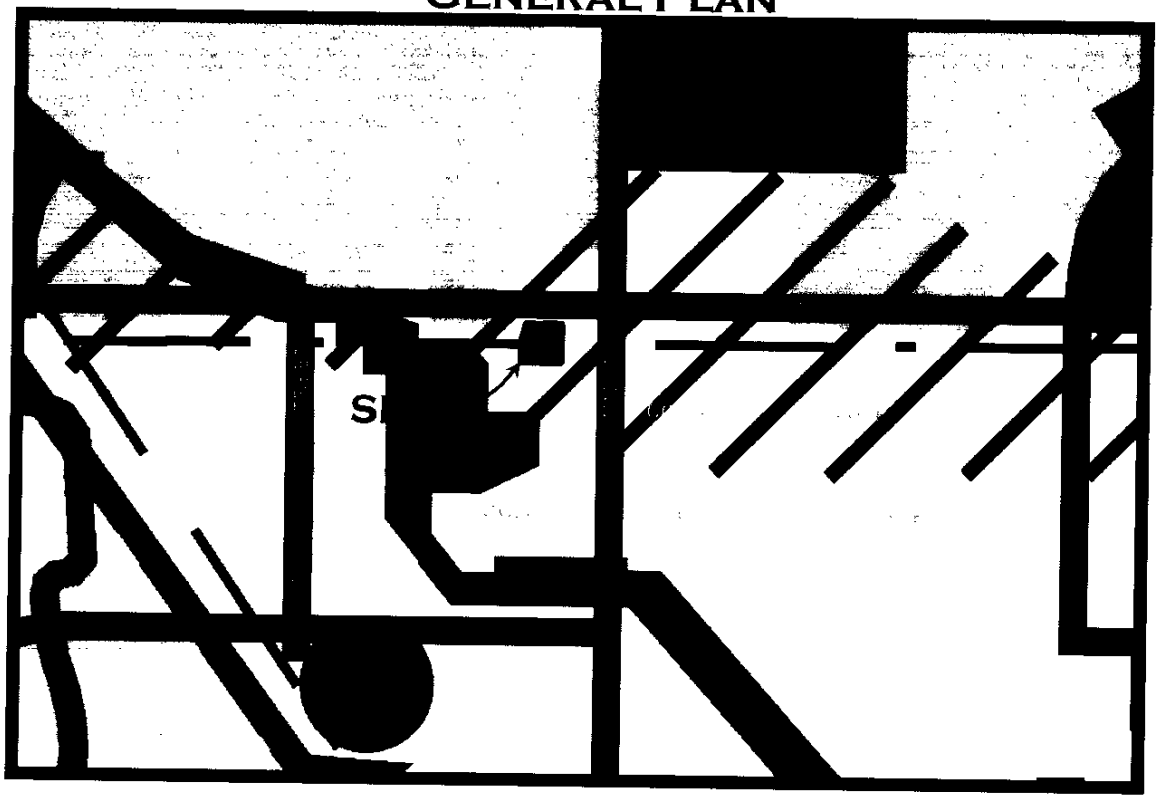
ATTACHMENT #2A

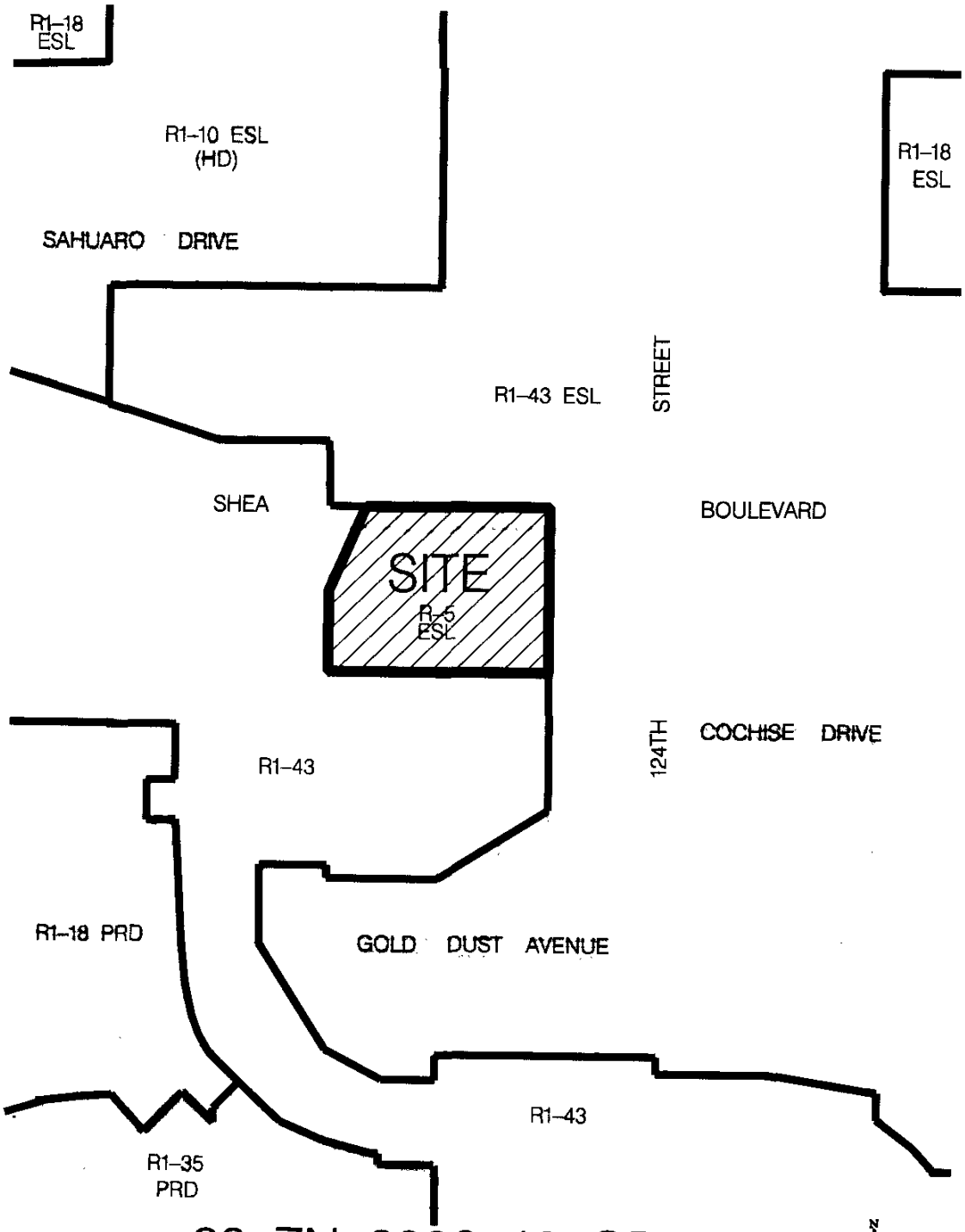
GENERAL PLAN



Rural Neighborhoods
Suburban Neighborhoods
Urban Neighborhoods
Mixed-Use Neighborhoods
Resorts/Tourism
Shea Corridor
Mayo Support District
Regional Use District
Commercial
Office
Employment
Natural Open Space
Developed Open Space (Parks)
Developed Open Space (Golf Courses)
Cultural/Institutional or Public Use
State Trust Lands under State Land Commissioner's Order #078-2001/2002
McDowell Sonoran Preserve (as of 3 /2002)
Recommended Study Boundary of the McDowell Sonoran Preserve
City Boundary

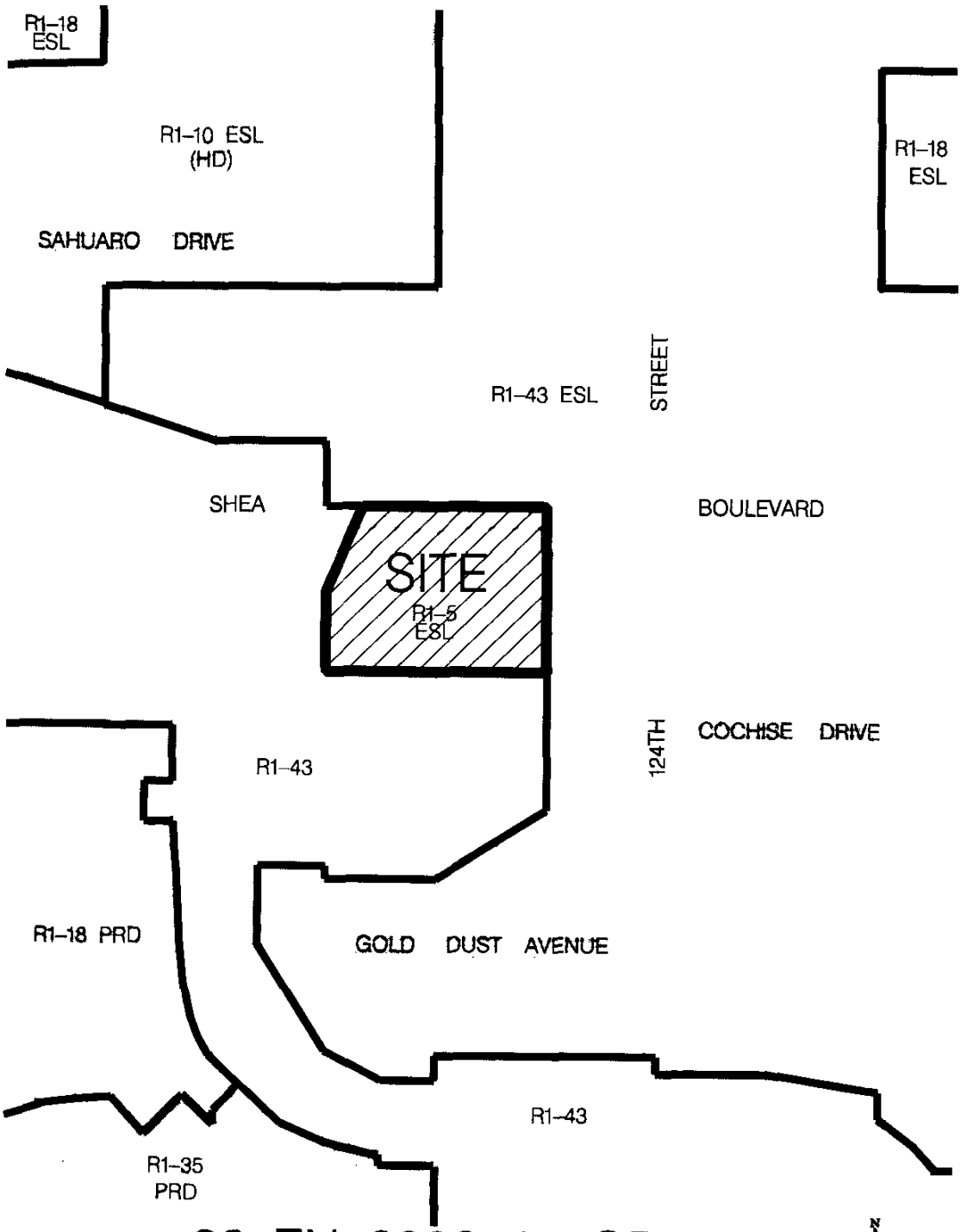
N

23-ZN-2002
8-GP-2002
ATTACHMENT #3



23-ZN-2002 / 8-GP-2002

ATTACHMENT #4



23-ZN-2002 / 8-GP-2002

ATTACHMENT #4A

STIPULATIONS FOR CASE 23-ZN-2002

(Stipulations revised by the Planning Commission are shown in BOLD CAPS and ~~strikethrough~~.)

PLANNING/ DEVELOPMENT

1. CONFORMANCE TO SITE PLAN. Development shall conform with the site plan submitted by HG Nasser International LLC and dated 12 November 2002. These stipulations take precedence over the above-referenced site plan. Any proposed significant change, as determined by the Zoning Administrator, shall be subject to subsequent public hearings before the Planning Commission and City Council.

2. MAXIMUM DWELLING UNITS/MAXIMUM DENSITY. The number of dwelling units on the site shall not exceed twenty-eight (28) without subsequent public hearings before the Planning Commission and City Council. The density of the site shall not exceed four (4) dwelling units per acre without subsequent public hearings before the Planning Commission and City Council.

3. CONFORMANCE TO AMENDED DEVELOPMENT STANDARDS. Development shall conform with the amended development standards dated 11/12/02 and as attached herein. Any change to the development standards shall be subject to subsequent public hearings before the Planning Commission and City Council.

4. SCENIC CORRIDORS. The scenic corridor width along Shea Boulevard shall be a minimum of eighty (80) feet, measured from the outside edge of the street right-of-way. Unless otherwise approved by the Development Review Board, the scenic corridor shall be left in a natural condition. Prior to final plan approval, the developer shall show and dedicate a scenic corridor easement to the City.

ENVIRONMENTAL DESIGN

1. ALTERATIONS TO NATURAL WATERCOURSES. Any proposed alteration to the natural state of watercourses with a 100 year peak flow rate estimated between 250 cfs and 749 cfs shall be subject to Development Review Board approval.

2. VISTA CORRIDOR WATERCOURSES. All watercourses with a 100 year peak flow rate of 750 cfs or greater shall be designated as Vista Corridors. Each Vista Corridor shall be established by a continuous scenic easement. The minimum width of the easement shall be one hundred feet. Each Vista Corridor easement shall include, at a minimum, any existing low flow channels, all major vegetation, and the area between the tops of the banks of the watercourses. All Vista Corridors shall be left in a natural state. Before final plat approval, the developer shall show and dedicate all Vista Corridor easements, to the satisfaction of Plan Review and Permit Services staff.

3. VISTA CORRIDOR EASEMENTS-DISTURBED AREAS. The developer shall reconstruct any areas within a Vista Corridor easement that are disturbed by development, to the satisfaction of City Inspection staff.

4. DENSITY CONTINGENCIES. The approved density for this site may be decreased due to drainage issues, topography, NAOS requirements, and other site planning concerns which will need to be resolved at the time of preliminary plat approval. Appropriate design solutions to these constraints may preclude achievement of the proposed units or density on any or all parcels.

5. NON-PROTECTED NATIVE PLANTS. Native plants which are not protected by the Scottsdale Revised Code native plant provisions, but which are necessary for on-site revegetation, are suitable for transplanting, or are necessarily uprooted for road building or similar construction, as

determined by city staff, shall be stockpiled during construction and shall be replanted in on-site landscape areas by the developer before the final site inspection.

CIRCULATION

1. STREET CONSTRUCTION. Before issuance of any certificate of occupancy for the site, the developer shall dedicate the following right-of-way and construct the following street improvements, in conformance with the Design Standards and Policies Manual:

Street Name/Type	Dedications	Improvements	Notes
Shea Boulevard/ Expressway	65-foot ROW (Existing) See Note A	Right-turn deceleration lane; sidewalk	A, B
Internal Streets/ Local Residential	46-foot Tract (Private)	28 feet BC-BC (roll curb)	C

A. The developer shall dedicate an additional 10 feet of right-of-way along Shea Boulevard from the western property line to the site driveway to accommodate the right-turn deceleration lane and sidewalk. This will increase the right-of-way in this area from 65 feet to 75 feet.
B. The developer shall remove the existing sidewalk along the site frontage on Shea Boulevard **FROM THE WESTERN PROPERTY LINE TO THE SITE DRIVEWAY** and construct ~~an 8~~ **10**-foot wide sidewalk along the site frontage separated from the back of curb of Shea Boulevard by a minimum of 5 feet. **THE DEVELOPER SHALL CONSTRUCT A 5-FOOT WIDE SIDEWALK ABUTTING THE EXISTING SIDEWALK ON SHEA BOULEVARD FROM THE SITE DRIVEWAY TO THE EASTERN PROPERTY LINE TO ACHIEVE A 10-FOOT WIDE SIDEWALK.** ~~The~~ **ALL** sidewalk**S** shall transition to match and connect to the existing sidewalk adjacent to the site.
C. The streets for this site shall be designed and constructed to the Local Residential requirements of the City of Scottsdale ESL Road Design Standards. Five-foot wide sidewalks are required on ~~both~~ **ONE** sides of local residential streets for lots less than 20,000 square feet in area~~,~~. ~~including~~ **SIDEWALKS ARE NOT REQUIRED** around the cul-de-sacs. The 46-foot wide tract shall connect to the eastern property line.

2. ACCESS RESTRICTIONS. Before issuance of any certificate of occupancy for the site, the developer shall dedicate the necessary right-of-way, as determined by City staff, and construct the following access to the site. Access to the site shall conform to the Expressway Policy & Shea Boulevard Policy adopted by the City of Scottsdale Transportation Commission. The site access from Shea Boulevard shall conform to the following restrictions (distances measured to the driveway or street centerlines):

   a. The developer shall abandon the existing vehicular non-access easement where the approved street entrance will be located, and shall dedicate a one-foot wide vehicular non-access easement where the previously approved street entrance was located.
   b. There shall be a maximum of one site driveway located approximately 660 feet from 124th Street.
   c. Site access shall be restricted to right-in, right-out only. There shall not be modifications to the existing median.

3. AUXILIARY LANE CONSTRUCTION. Before issuance of any certificate of occupancy for the site, the developer shall dedicate the necessary right-of-way, as determined by City staff, and construct a right-turn deceleration lane at the site entrance on Shea Boulevard, in conformance with the Design Standards and Policies Manual.

4. PRIVATE STREET CONSTRUCTION. All private streets shall be constructed to full public street standards, except equivalent construction materials or wider cross-sections may be approved by City staff. In addition, all private streets shall conform to the following requirements:

   a. Internal private streets shall not be incorporated into the City's public street system at a future date unless they are constructed, inspected, maintained and approved in conformance with the City's public street standards. Before any lot is sold, the developer shall record a notice satisfactory to City staff indicating that the private streets shall not be maintained by the City.
   b. Before issuance of any certificate of occupancy for the site, the developer shall post access points to private streets to identify that vehicles are entering a private street system.
   c. Secured access shall be provided on private streets only. The developer shall locate security gates a minimum of 75 feet from the back of curb to the intersecting street. The developer shall provide a minimum 50-foot wide vehicular turn-around between the public street and the security gate. All one-way streets shall have a minimum width of 20 feet, as measured from face-of-curb to face-of-curb for vertical curbs, or from back-of-curb to back-of-curb for roll or ribbon curbs.

5. EASEMENT ABANDONMENT. With the Development Review Board submittal, the developer shall submit an application to abandon the existing 24-foot ingress/egress cross access easement and utility easement and emergency and service vehicle easement within the site boundaries. The City does not commit to approve any application for abandonment.

DRAINAGE AND FLOOD CONTROL

1. CONCEPTUAL DRAINAGE REPORT. With the Development Review Board submittal, the developer shall submit a conceptual drainage report subject to City staff approval. The conceptual report shall conform to the Design Standards and Policies Manual - Drainage Report Preparation. In addition, the conceptual drainage report shall:

   a. Include a copy of the Letter of Map Revision (LOMR) issued by the Federal Emergency Management Agency on July 2, 2002, which has an effective date of October 24, 2002, for the Flood Insurance Rate Map (FIRM) Number 04013C1705 F.
   b. Include a copy of the revised FIRM (Panel 1705) that was revised to reflect the LOMR dated October 24, 2002.
   c. Include a drainage plan, which shall show flow arrows throughout the site and show the 100-year peak flow rates at entry and exit points of the property and at all culvert entrances.
   d. Reference the floodplain delineation study for Wash "B" prepared by Coe & Van Loo Consultants, Inc., on January 30, 2001, for the Maricopa County Flood Control District.
   e. Identify all wash corridors entering and exiting the site, and provide the peak discharge (100-yr, 6-hr storm event) for a pre- verses post-development discharge comparison of all washes that exit the property.
   f. Determine easement dimensions necessary to accommodate design discharges.
   g. Include flood zone information to establish the basis for determining finish floor elevations in conformance with the Scottsdale Revised Code.

2. STORM WATER STORAGE REQUIREMENT. On-site storm water storage is required for the full 100-year, 2-hour storm event, unless City staff approves the developer's Request for Waiver. See Section 2 of the Design Standards and Policies Manual for waiver criteria.

   a. The Storm Water Storage Waiver that was approved for this site on November 2, 1998, for "Clare Bridge/Crossings @ Scottsdale" is expired.

b. If storm water storage is not provided for the full 100-year, 2-hour storm event, the developer shall submit to the City's One Stop Shop a Request for Waiver Review form, which shall:

(1) Include a supportive argument that demonstrates historical flow through the site will be maintained, and that storm water runoff exiting this site has a safe place to flow.
(2) Include an estimate for payment in-lieu of on-site storm water storage, subject to City staff approval.

c. Before the improvement plan submittal to the Plan Review and Permit Services Division, the developer shall obtain the waiver approval.

3. FLOOD ZONE A. The developer shall not construct any Structures, as defined by the City's Floodplain and Stormwater Ordinance, within Flood Zone A without the approval of the City's Floodplain Administrator.

WATER

1. BASIS OF DESIGN REPORT (WATER). Before the improvement plan submittal to the Plan Review and Permit Services Division, the developer shall obtain approval of the Water Basis of Design Report from the City's Water Resources Department. The report shall conform to the draft Water and Wastewater Report Guidelines available from the City's Water Resources Department. The basis of design report and plan shall:

a. Identify the location, size, condition, and availability of existing water lines and water related facilities such as valves, service lines, fire hydrants, etc.
b. Evaluate the project's water demands and their impact on the existing water system.
c. Determine the need for any additional water lines and water related facilities to support the proposed development.
d. Conform to the City's Integrated Water Master Plan.
e. Identify the timing of and parties responsible for construction of all water facilities.

2. NEW WATER FACILITIES. Before the issuance of letters of acceptance by the City's Inspection Services Division, the developer shall construct all water lines and related facilities necessary to serve the site.

3. WATERLINE EASEMENTS. Before the issuance of any building permit for the site, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all water easements necessary to serve the site.

WASTEWATER

1. BASIS OF DESIGN REPORT (WASTEWATER). Before the improvement plan submittal to the Plan Review and Permit Services Division, the developer shall obtain approval of the Wastewater Basis of Design Report from the City's Water Resources Department. The report shall conform to the draft Water and Wastewater Report Guidelines available from the City's Water Resources Department. The basis of design report and plan shall:

a. Identify the location of, size, condition, and availability of existing sanitary sewer lines and wastewater-related facilities.
b. Evaluate the project's wastewater demands and their impact on the existing wastewater system.

c. Determine the need for any additional wastewater lines and related facilities to support the proposed development.
d. Conform to the City's Wastewater System Master Plan.
e. Identify the timing of and parties responsible for construction of all wastewater facilities.

2. NEW WASTEWATER FACILITIES. Before the issuance of letters of acceptance by the City's Inspection Services Division, the developer shall provide all sanitary sewer lines and wastewater-related facilities necessary to serve the site.

3. SANITARY SEWER EASEMENTS. Before the issuance of any building permit for the site, the developer shall dedicate to the City, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all sewer easements necessary to serve the site.

OTHER REQUIREMENTS

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS. All construction activities that disturb five or more acres, or less than five acres if the site is a part of a greater common plan, shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities. [NOI forms are available in the City of Scottsdale One Stop Shop, 7447 East Indian School Road, Suite 100. Contact Region 9 of the U.S. Environmental Protection Agency at 415-744-1500, and the Arizona Department of Environmental Quality at 602-207-4574 or at web site http://www.epa.gov/region.]
The developer shall:
   a. Submit a completed Notice of Intent (NOI) to the EPA.
   b. With the improvement plan submittal to the Plan Review and Permit Services Division, the developer shall submit a copy of the NOI and a Storm Water Pollution Prevention Plan.

2. SECTION 404 PERMITS. With the improvement plan submittal to the Plan Review and Permit Services Division, the developer's engineer must certify that it complies with, or is exempt from, Section 404 of the Clean Water Act of the United States. [Section 404 regulates the discharge of dredged or fill material into a wetland, lake, (including dry lakes), river, stream (including intermittent streams, ephemeral washes, and arroyos), or other waters of the United States.]

3. DUST CONTROL PERMITS. Before commencing grading on sites 1/10 acre or larger, the developer shall have obtained a Dust Control Permit (earth moving permit) from Maricopa County Division of Air Pollution Control. Call the county 602-506-6700 for fees and application information.

4. UTILITY CONFLICT COORDINATION. With the improvement plan submittal to the Plan Review and Permit Services Division, the developer shall submit a signed No Conflict form (not required for City-owned utilities) from every affected utility company.

5. ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS (ADEQ). The developer shall be responsible for conformance with ADEQ regulations and requirements for submittals, approvals, and notifications. The developer shall demonstrate compliance with Engineering Bulletin #10 *Guidelines for the Construction of Water Systems*, and applicable chapters of the Arizona Administrative Code, *Title 18, Environmental Quality*. In addition:

   a. Before approval of final improvement plans by the Plan Review and Permit Services Division, the developer shall submit a cover sheet for the final improvement plans with a

completed signature and date of approval from the Maricopa County Environmental Services Department (MCESD).

b. Before commencing construction, the contractor or developer shall provide evidence to City staff that a Certificate of Approval to Construct and/or Provisional Verification of General Permit Conformance has been approved by MCESD.
c. Before building permits are issued, the developer shall submit to the City a Certificate of Approval of Construction and/or Verification of General Permit Conformance signed by the MCESD and a copy of the as-built drawings.
d. Before issuance of Letters of Acceptance by the City's Inspection Services Division, the developer shall provide to the City a final set of as-built mylars of the improvements.

ADDITIONAL INFORMATION FOR CASE 23-ZN-2002

PLANNING/DEVELOPMENT

1. FINAL LOT LOCATION. The specific location of each lot shall be subject to Development Review Board approval.

2. DEVELOPMENT REVIEW BOARD. The City Council directs the Development Review Board's attention to:

   a. a plan indicating the treatment of washes and wash crossings,
   b. wall design,
   c. the type, height, design, and intensity of proposed lighting on the site, to ensure that it is compatible with the adjacent areas,
   d. scenic corridors,
   e. major stormwater management systems,
   f. Vista Corridor watercourses (all watercourses with a 100 year flow of 750 cfs or greater),
   g. alterations to natural watercourses (all watercourses with a 100 year flow of 250 cfs to 749 cfs),
   h. walls adjacent to Vista Corridors and NAOS tracts and corridors,
   i. signage.

3. NATIVE PLANT PRESERVATION. The owner shall secure a native plant permit as defined in the Scottsdale Revised Code for each parcel. City staff will work with the owner to designate the extent of the survey required within large areas of proposed undisturbed open space. Where excess plant material is anticipated, those plants shall be offered to the public at no cost to the owner in accordance with state law and permit procedure or may be offered for sale.

ENGINEERING

1. RESPONSIBILITY FOR CONSTRUCTION OF INFRASTRUCTURE. The developer shall be responsible for all improvements associated with the development or phase of the development and/or required for access or service to the development or phase of the development. Improvements shall include, but not be limited to washes, storm drains, drainage structures, water systems, sanitary sewer systems, curbs and gutters, paving, sidewalks, streetlights, street signs, and landscaping. The granting of zoning/use permit does not and shall not commit the City to provide any of these improvements.

2. FEES. The construction of water and sewer facilities necessary to serve the site shall not be in-lieu of those fees that are applicable at the time building permits are granted. Fees shall include, but not be limited to, the water development fee, water resources development fee, water recharge fee, sewer development fee or development tax, water replenishment district charge, pump tax, or any other water, sewer, or effluent fee.

3. CITY CONTROL OF ACCESS. The City retains the right to modify or void access within City right-of-way. The City's responsibility to promote safe conditions for the traveling public takes precedence over the stipulations above.

ATTACHMENT #6

MONTACINO DEVELOPMENT
23-ZN-2002
TRAFFIC IMPACT ANALYSIS EXECUTIVE SUMMARY

Existing Conditions:
The site is located on Shea Boulevard west of 124th Street. Shea Boulevard is designated as a Regional Systems Street on the Mobility Element of the General Plan. 124th is designated as a Neighborhood Systems Street. Shea Boulevard is classified as a Expressway on the Streets Master Plan. It is constructed as a six-lane divided roadway with access control to limit the number of intersections and conflict points. 124th Street is classified as a Minor Collector south of Shea Boulevard. It is constructed as a two-lane roadway. The intersection of Shea Boulevard and 124th Street is signalized.

Existing traffic volumes on Shea Boulevard are 41,500 vehicles per day between Frank Lloyd Wright Boulevard and 124th Street, and 37,400 vehicles per day between 124th Street and 130th Street.

Existing traffic volumes on 124th Street are 2,500 vehicles per day between Mountain View Road and Shea Boulevard, and 6,200 vehicles per day between Shea Boulevard and Via Linda.

The 2000 segment accident rate for Shea Boulevard was 0.74 between Frank Lloyd Wright Boulevard and 124th Street and 0.78 between 124th Street and 130th Street. The 2000 segment accident rate for 124th Street was 0.00 between Mountain View and Shea Boulevard and 2.74 between Shea Boulevard and Via Linda. Segment accident rates are expressed in number of accidents per million vehicle miles. The 2000 citywide average segment accident rate was 1.68.

The 2000 intersection accident rate for the intersection of Shea Boulevard and 124th Street was 0.51. Intersection accident rates are expressed in the number of accidents per million vehicles entering the intersection. The 2000 citywide average intersection accident rate was 0.53.

There have been 15 accidents in the vicinity of the intersection of Shea Boulevard and 124th Street since January 1, 2001, with 8 occurring in 2001 and 7 in 2002. Twelve of these accidents were rear end collisions.

Proposed Development:
The proposal is to rezone the site from Multi-Family Residential (R5) to Single Family Residential (R1-5) to allow the development of a 28-unit subdivision. The site had previously been approved for a 126 unit assisted living facility. The estimated trip generation for the proposed development plan and the previously approved development plan are shown in the table below. The table also includes the trip generation for the maximum development scenarios for this site under these two zoning categories.

TRIP GENERATION COMPARISON TABLE

Land Use	Daily Total	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Previously Approved Assisted Living Facility (R-5) - 121 units	280	10	5	15	15	10	25
Proposed Development Plan (R1-5 ESL) Single Family - 28 dwelling units	268	5	16	21	18	10	28
Difference	**-12**	**-5**	**+11**	**+6**	**+3**	**0**	**+3**
Maximum Development Under Current Zoning (R-5) – Condominium 126 units	738	9	47	56	45	23	68
Maximum Development Under Proposed Zoning (R1-5) – Single Family 31 units	297	6	17	23	20	11	31

The proposed development represents a slight decrease in daily trip generation with a slight increase in the trip generation during the peak hours.

The site has one access point on Shea Boulevard. The Expressway and Shea Boulevard Access Policy prohibits a median break at this location; therefore, the site access is limited to right-in, right-out only turning movements. The Expressway Policy also requires that a deceleration lane be provided at the site entrance.

Summary:
The rezoning of the site from Multi-Family Residential (R-5) to Single Family Residential (R1-5) will result in a slight decrease in the daily trip generation, an estimated decrease of 12 trips per day. The number is based on the submitted development plan of 28 dwelling units versus the previously approved plan that showed 121 Assisted Living Facility units.

MONTACINO

MCDOWELL MOUNTAIN
ESTATE VILLAS

222-PA-2002

ATTACHMENT #8

MONTACINO
MCDOWELL MOUNTAIN
ESTATE VILLAS

Montacino McDowell Mountain

CITIZEN REVIEW REPORT

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EARLY NOTIFICATION OF PROJECT UNDER CONSIDERATION

West of the SWC of 124th Street and Shea Blvd.,
Scottsdale, AZ

Project Overview: Down-zone from R-5 ESL to R1-5 ESL

Existing Zoning: R-5 ESL with Use Restriction

Proposed Zoning: R1-5 ESL

Acreage: Approximately ±6.323 net acres

Applicant/Contact: George F. Tibsherany
Phone Number: 480-945-1288
Pre-Application Case No: 222-PA-2002

Case File Available at City of Scottsdale
480-312-7000

Posting Date: 05/24/02

EARLY NOTIFICATION OF PROJECT UNDER CONSIDERATION

West of the SWC of 124th Street and Shea Blvd.,
Scottsdale, AZ

Project Overview: Down-zone from R-5 ESL to R1-5 ESL

Existing Zoning: R-5 ESL with Use Restriction

Proposed Zoning: R1-5 ESL

Acreage: Approximately ±6.323 net acres

Applicant/Contact: George F. Tibsherany
Phone Number: 480-945-1288
Pre-Application Case No: 222-PA-2002

Case File Available at City of Scottsdale
480-312-7000

Posting Date: 05/24/02

America's Instant Signs

Invoice

2539 E. Rose Garden Lane
Suite 100
Phoenix, AZ 85050
602-404-0009

Date	Invoice #
5/28/2002	11300

Bill To
George F. Tibsherany, Inc. 7150 E. Camelback Rd. Suite 500 Scottsdale, AZ 85251

P.O. No.	Terms
Theresa	Net 30*

Description	Amount
Change verbage on Early Notification sign # 222-PA-2002	65.00T

Thank You! We Appreciate Your Business!

Subtotal	$65.00
Sales Tax (8.1%)	$5.27
Total	$70.27
Payments/Credits	$0.00
Balance Due	$70.27

A monthly service charge of 1.5% will be applied to all past due accounts.

1) AFFIDAVIT OF POSTING
CITIZEN REVIEW PROCESS - PROJECT UNDER CONSIDERATION

CASE NUMBER: 222-PA-2002

PROJECT NAME: Montacino McDowell MOuntain

LOCATION: 12325 East Shea Blvd.

SITE POSTING DATE: May 24, 2002

APPLICANT NAME: George Tibsherany for H,G. Nasser International

SIGN COMPANY NAME: America's Instant Signs

PHONE NUMBER: 602-404-7210

I confirm that the site has been posted as indicated by the Project Manager for the case as listed above. Polaroid picture/s of site posting/s have been submitted.

Applicant Signature

07-01-02
Date

JUDITH A. ROTH
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
NOVEMBER 30, 2003

Judith A. Roth
Notary Public

Acknowledged before me this 1st day of July 2002

My commission expires 11-30-03

Return completed, notarized affidavit AND pictures to Community Development no later than 14 days after your application submittal.

7447 E. Indian School Road, Suite 105, Community Development
Scottsdale, AZ 85251
480-312-7000

Rev. 8/29/00 TJR/bf

CASE NO: 222-PA-2002
PROJECT LOCATION: 12325 E. Shea Blvd.

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)		Type Of Contact: Meeting / Phone / X Letter
05/22/02	Mr. Bill Johnson Facilities Admin.	Scottsdale Unified School Dist. 3811 N. 44th Str. Phoenix, AZ 85018	X
05/23/02	Desert Hills of Scottsdale Homeowners Assoc.	P.O. Box 13742 Scottsdale, AZ 85259	X
05/23/02	Pueblo Bonito Com. Assn.	4808 E. Pershing Ave Scottsdale, AZ 85254	X
	Dennis Rodrigues NESPOA	drodrigues@worldnet.att.net	Meeting & Phone & Email
for	Property owners contacted, please see attached		
	list		

Signature of owner/applicant

June 26, 2002
Date

UNKRUR ARTHUR T/EMMA M/HANSCH E D/B A
12424 E COCHISE
SCOTTSDALE, AZ 85259 USA
Parcel: 217-32-017 G

UNITED STATES OF AMERICA
PO BOX 81169
PHOENIX, AZ 850689980 USA
Parcel: 217-29-036 B

124TH WEST ASSOCIATES LTD PARTNERSHIP
1201 S ALMA SCHOOL RD STE 12000
MESA, AZ 85210 USA
Parcel: 217-29-033

No Data For Parcel: ROW--

SCOTTSDALE CITY OF
3939 CIVIC CENTER BLVD
SCOTTSDALE, AZ 85251 USA
Parcel: 217-32-022 B

SCOTTSDALE CITY OF
3939 CIVIC CENTER BLVD
SCOTTSDALE, AZ 85251 USA
Parcel: 217-29-036 A

KOLASA RITA LONGO TR/GEORGE
10080 E MOUNTAIN VIEW LAKE DR
SCOTTSDALE, AZ 85258 USA
Parcel: 217-29-034

AALFS CHARLES D/REBECCA
196 GRAYS FLAT RD
BERNT RANCH , CA 95527 USA
Parcel: 217-29-035

STANLEY CLYDE/ERIKA
12145 E GOLD DUST
SCOTTSDALE, AZ 85259 USA
Parcel: 217-32-312

BENZ DAVID
6208 E SAGE DR
APRADISE VALLEY, AZ 85253 USA
Parcel: 217-32-034 G

LIVERMORE CURTIS A/MARGAGET J
5937 E CHENEY RD
PARADISE VALLEY, AZ 85253 USA
Parcel: 217-32-311

UNITED STATES OF AMERICA
PO BOX 81169
PHOENIX, AZ 850689980 USA
Parcel: 217-32-019 A

TAIT MARK R/REBECCA J
10825 N 123RD ST
SCOTTSDALE, AZ 85259 USA
Parcel: 217-29-322

Crocker & Bown

SILOR LIMITED PARTNERSHIP
11 N BULL MOOSE CIR
CHANDLER, AZ 852240000 USA
Parcel: 217-29-030 B

DESERT HILLS OF SCOTTSDALE HOMEOWNERS AS
P O BOX 13742
SCOTTSDALE, AZ 852593742 USA
Parcel: 217-29-331

RAFI MICHAEL/TARA
16832 N 60TH PL
SCOTTSDALE, AZ 85254 USA
Parcel: 217-32-034 F

PUEBLO BONITO COMMUNITY ASSOCIATION
4808 E PERSHING AVE
SCOTTSDALE, AZ 852540000 USA
Parcel: 217-32-321

UNITED STATES OF AMERICA
201 N CENTRAL AVE
PHOENIX, AZ 85004 USA
Parcel: 217-32-020 C

LANDMARK PENTECOSTAL CHURCH OF SCOTTSDAL
12055 E SHEA BLVD
SCOTTSDALE, AZ 85259 USA
Parcel: 217-32-033 J

MATHESON DOUGLAS C/VICKIE E
10251 E CLINTON ST
SCOTTSDALE, AZ 85260 USA
Parcel: 217-32-032 D

SINGH MADAN M/SARTAJ I
12457 E COCHISE DR
SCOTTSDALE, AZ 85259 USA
Parcel: 217-32-035 D

TALIFER DEREK A/WENDY T FINNEY
12232 E GOLD DUST AVE
SCOTTSDALE , AZ 85259 USA
Parcel: 217-32-030 A

BOWN PRISCILLA
12343 E SHEA BLVD
SCOTTSDALE, AZ 852590000 USA
Parcel: 217-32-018 B

QUINN/STONE LLC
1707 E HIGHLAND STE 190
PHOENIX, AZ 85016 USA
Parcel: 217-32-016

UNITED STATES OF AMERICA
201 N CENTRAL STE 2100 VALLEY CTR
PHOENIX, AZ 85073 USA
Parcel: 217-29-037 B

DESERT HILLS OF SCOTTSDALE HOMEOWNERS AS
P O BOX 13742
SCOTTSDALE, AZ 852593742 USA
Parcel: 217-29-415

SIMS THOMAS M/KALENE

10611 E HOPE DR
SCOTTSDALE, AZ 85259 USA
Parcel: 217-32-032 C

DUFRESNE GARY N/DONNA L
10301 N 124TH ST
SCOTTSDALE, AZ 85259 USA
Parcel: 217-32-034 D

PUEBLO BONITO COMMUNITY ASSOCIATION
4808 E PERSHING AVE
SCOTTSDALE, AZ 852540000 USA
Parcel: 217-32-302 A

UNITED STATES OF AMERICA
201 N CENTRAL AVE
PHOENIX, AZ 85004 USA
Parcel: 217-32-029 E

SCOTTSDALE CITY OF
3939 CIVIC CENTER BLVD
SCOTTSDALE, AZ 85251 USA
Parcel: 217-32-023

UNITED STATES OF AMERICA
201 N CENTRAL AVE
PHOENIX, AZ 85004 USA
Parcel: 217-32-020 B

ALTERRA HEALTHCARE CORPORATION
10000 INNOVATION DR
MILWAUKEE, WI 53226 USA
Parcel: 217-32-019 E

BOWN PRISCILLA
12343 E SHEA BLVD
SCOTTSDALE, AZ 852590000 USA
Parcel: 217-32-018 A

ROBERTSON JUDITH L TR
12405 E SHEA BLVD
SCOTTSDALE, AZ 85259 USA
Parcel: 217-32-017 F

No Data For Parcel: 217-32-031 C

UNITED STATES OF AMERICA
201 N CENTRAL AVE
PHOENIX, AZ 85004 USA
Parcel: 217-32-022 A

ALTERRA HEALTHCARE CORPORATION
10000 INNOVATION DR
MILWAUKEE, WI 53226 USA
Parcel: 217-32-020 D

HASSANI NASSER HAJI SAID TR
94-11 59TH AVE
ELMHURST QUEENS, NY 11373 USA
Parcel: 217-29-013

BARD ROBERT L TR
305 E 86TH ST
NEW YORK, NY 10028 USA
Parcel: 217-29-014

UNITED STATES OF AMERICA
201 N CENTRAL AVE
PHOENIX, AZ 85004 USA
Parcel: 217-32-032 A

ESSIGS CHARLES R & MARCIA
10300 N 124TH ST
SCOTTSDALE, AZ 85259 USA
Parcel: 217-32-033 G

UNITED STATES OF AMERICA
201 N CENTRAL AVE
PHOENIX, AZ 85004 USA
Parcel: 217-32-021

BECKER JOAN WOODWARD TR/J V BROWN REALTY
6259 E HORSESHOE RD
PARADISE VALLEY, AZ 85253 USA
Parcel: 217-29-031

UNITED STATES OF AMERICA
201 N CENTRAL AVE
PHOENIX, AZ 85004 USA
Parcel: 217-32-029 D

UNITED STATES OF AMERICA
201 N CENTRAL AVE
PHOENIX, AZ 85004 USA
Parcel: 217-32-031 A

GOW PALMA TR
12134 E GOLD DUST AVE
SCOTTSDALE , AZ 85259 USA
Parcel: 217-32-310

UNITED STATES OF AMERICA
201 N CENTRAL AVE
PHOENIX, AZ 85004 USA
Parcel: 217-32-030 B

CROCKER WILLIAM C/ CHARISSE F
10371 N 124TH ST
SCOTTSDALE, AZ 85259 USA
Parcel: 217-32-034 C

PUEBLO BONITO COMMUNITY ASSOCIATION
4808 E PERSHING AVE
SCOTTSDALE, AZ 852540000 USA
Parcel: 217-32-322

124TH & SHEA ASSOCIATES LTDD PARTSHIP
1201 S ALMA SCHOOL RD STE 12000
MESA, AZ 85210 USA
Parcel: 217-29-032

GE ·GE F.
TIBSHERANY
INCORPORATED
ARCHITECTURE•PLANNING

CONFERENCE REPORT

[X] Meeting [] Phone

Date: May 13, 2002

Project Nº: 02D34
Project Name: Montacino McDowell Mountain

Participants: GFT, TA, Doug Matheson

Subject: Montacino McDowell Mountain

Upon recommendation from Dennis Rodrigues of NESPOA, we went to the site to see first hand the impact our proposed patio homes would have on the existing neighborhood. There are four existing single family homes South of our site, on Gold Dust Drive. Their backyards face North toward our site. We walked to the back side of the homes to take pictures and found that the homes actually sit at the bottom of a berm, significantly lower than our site. This berm is approximately 7' high and 20' wide and serves as an embankment for the detention area that separates the homes from our site.

From the Talifer's home at the west end of Gold Dust, there will be no impact as our site is not visible. Elevation levels for the remaining three homes vary, slightly increasing as you travel east. Because of the distance (about 600') between our south lot line, the homeowners north lot line, and the position of the mountains, none of the four homes would have their views of the McDowell mountains compromised.

Doug Matheson's home is just east of the Talifers. He was at home and invited us in as we took pictures. Doug is a general contractor and built all four homes on Gold Dust. He initially built the home just to the east of his current home, lived in it for several years, then sold it and built his new home. That previous home as well as the Talifers is on the market for sale.

George introduced our proposed project of 30, zero lot line patio homes to Doug and received a positive response. He told us the neighbors would have only two concerns: building heights and traffic impact. We discussed approved building heights for the current zoning of 30' and our proposal for the patio homes of 19'8". He was not aware of the increase in approved building height.

Traffic impact was discussed at length with Doug emphasizing that 124th Street cannot tolerate any additional traffic and the neighbors do not want any modifications to the street including a left turn lane or an increase in width. George promised to provide him a copy of a traffic impact comparison that was completed between the existing, city approved sr. healthcare project and the patio homes, which shows 104 less trips per average weekday with the patio homes.

We will provide Doug a copy of the presentation package for his review.

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

MONTACINO
MCDOWELL MOUNTAIN
ESTATE VILLAS

May 17, 2002

Mr. Doug Matheson
12290 East Gold Dust
Scottsdale, AZ 85259

RE: Montacino McDowell Mountain
Project Nº 02-034

Dear Doug:

Thank you for taking time to visit with us and give us the opportunity to introduce our new project to you. Please find enclosed the more detailed package we discussed. In order for you and your neighbors to have a clear understanding of the building heights, we are having poles erected at the site delineating the exact height of our buildings.

We have met with Dennis Rodrigues of NESPOA, and are preparing a presentation for their meeting in June. We will also be holding at least two additional information meetings and invite you and your neighbors to attend. I'll have Theresa send you the details when our plans are finalized.

Please don't hesitate to call us with questions or concerns. We welcome your comments and appreciate your input.

Best Regards,

George F. Tibsherany
President

GFT/ta

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

MONTACINO
MCDOWELL MOUNTAIN
ESTATE VILLAS

Montacino McDowell Mountain
Conference Report

May 24, 2002

After the preparation of design and impact packages, we paid another visit to the site at 12325 East Shea Blvd. for the purpose of meeting the neighbors, presenting the packages and discussing any concerns of the residents. Following is a status report:

1. The Talifer's home is at the west end of Gold Dust Avenue. It is currently for sale, in fact an offer came to the homeowners while we were there. Mrs. Talifer (Wendy) spoke with us regarding the project, but felt she really had no interest in the outcome. She offered to pass the Design and Impact package to the new homeowners.

2. Although we had already met with the Mathesons, we stopped by their home to see if they had reviewed the package we sent them, and their thoughts and concerns in that regard. Unfortunately, they were not home.

3. The home just east of the Mathesons on Gold Dust Drive is for sale and vacant.

4. We stopped by the Sims home (also for sale) which is the last home facing south on Gold Dust Avenue. They were not at home, but we left a Design and Impact package (which included contact information) beside their front door.

5. The Landmark Pentecostal Church is on the SWC of Gold Dust and 124th Street. We stopped by the church and found the attached flyer sitting on a window sill. We didn't leave a package, but took the flyer in order to send our notification letter to the correct address.

6. The Essigs live just north of the Church on 124th Street. There was no answer to our knock and it appeared that perhaps they were away for an extended period of time, so we did not leave a package. We did, however, send them a notification letter which they did receive and were at the NESPOA Board of Directors meeting.

7. Priscilla Bown lives on the SW corner of 124th Street and Shea. Priscilla has a gated wall around her home which was locked. When we attempted to leave a package in her mailbox, we discovered it had either fallen or been removed. We did not leave a package, but did send her a personal letter to which we received no response.

H.G. NASSER
International, LLC

May 30, 2002

Pastor Dale L. Abbott
Landmark Pentecostal Church
9610 East Cactus Road
Scottsdale, AZ 85260-5120

Dear Pastor:

H. G. Nasser International, L.L.C. has opened escrow on a parcel of property located at 12325 East Shea Boulevard, which is in close proximity to your property on 124th Street. Our parcel is currently zoned R-5, ESL, with a senior healthcare stipulation. Due to traffic and density concerns expressed by the neighboring residents, our company is proposing to down-zone the property and construct 30 zero lot line, single family detached estate villas on the site. Please see the enclosed tables for a complete comparison of the down-zoning and traffic impact. These tables compare existing zoning restrictions with our proposed development. In order for you to further estimate the visual impact of the project on surrounding properties, we are in the process of erecting poles to the exact height of the buildings.

For a complete overview of the project, including design details and site plan data, please join us at one of our neighborhood meetings which will be held as follows:

Thursday, May 30, 2002	6:30 p.m.	St. Anthony's on the Desert Parish Hall
Monday, June 3, 2002	6:30 p.m.	St. Anthony's on the Desert Parish Hall
Thursday, June 13, 2002	6:30 p.m.	St. Anthony's (at NESPOA Board Mtg)

We hope you can join us and look forward to your comments.

Sincerely,

George F. Tibsherany for
H. G. Nasser International, L.L.C.

GFT/ta

Enclosures (2)

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

The Unforgettable Experience

LANDMARK PENTECOSTAL CHURCH

U.P.C.
Pastor David L. Abbott

While we are completing our new church, join us in our temporary location.

Scottsdale Fellowship Church

9610 E. Cactus Road
Scottsdale

Schedule of Services

Sunday	**ONE EXCITING SERVICE**	4:00 P.M.
Wednesday	Youth Emphasis	7:00 P.M.
Friday	Prayer Meeting (call for location)	7:00 P.M.

Experience Healing, Experience Love
Experience the Presence of Jesus Christ

Then Peter said unto them, Repent and be baptized every one of you in the name of Jesus Christ for the remission of sins, and ye shall receive the gift of the Holy Ghost.
Acts 2:38

480-657-9135
or
480-206-7517

INTERPRETATION FOR THE DEAF AND SPANISH

H.G. NASSER
International, LLC

May 22, 2002

Ms. Judith Robertson
12405 East Shea Blvd.
Scottsdale, AZ 85259

Dear Ms. Robertson:

H. G. Nasser International, L.L.C. has opened escrow on a parcel of property located at 12325 East Shea Blvd. This parcel is currently zoned R-5, ESL, with a senior healthcare stipulation. As you are aware, we attempted to develop the property a year ago, but encountered significant traffic and density concerns from the neighboring residents. Due to those concerns, we abandoned the project and withdrew our application.

After a year of hard work and considerable deliberations, we believe we have developed a new project that will bring a high end product to the area and respond to your traffic and density concerns. We propose to down-zone the property to R1-5 and construct 30 zero lot line, single family detached estate villas on the site. Please see the enclosed tables for a complete comparison of the down-zoning and traffic impact. These tables compare existing zoning restrictions with our proposed development. In order for you to further estimate the visual impact of the project on surrounding properties, we are in the process of erecting poles to the exact height of the buildings.

For a complete overview of the project, including design details and site plan data, please join us at one of our neighborhood meetings which will be held as follows:

Thursday, May 30, 2002	6:30 p.m.	St. Anthony's on the Desert Parish Hall
Monday, June 3, 2002	6:30 p.m.	St. Anthony's on the Desert Parish Hall
Thursday, June 13, 2002	6:30 p.m.	St. Anthony's (at NESPOA Board Mtg)

We hope you can join us and look forward to your comments.

Sincerely,

George F. Tibsherany for
H. G. Nasser International, L.L.C.

GFT/ta

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

H.G. NASSER
International, LLC

May 22, 2002

Mr. Derek Talifer and Wendy Finney
12232 East Gold Dust Avenue
Scottsdale, AZ 85259

Dear Mr. Talifer & Ms. Finney:

H. G. Nasser International, L. L. C. has opened escrow on a parcel of property located at 12325 East Shea Blvd. We are proposing to down zone the property and develop 30 zero lot line, single family, detached estate villas on the site. In order for you to estimate the visual impact of the project on the surrounding properties, we are in the process of erecting poles to the exact height of the buildings.

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H. G. Nasser International, L.L.C.

GFT/ta

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

H.G. NASSER
International, LLC

May 22, 2002

Dear Homeowner:

H. G. Nasser International, L. L. C. has opened escrow on a parcel of property located at 12325 East Shea Blvd. We are proposing to down zone the property and develop 30 zero lot line, single family, detached estate villas on the site. In order for you to estimate the visual impact of the project on the surrounding properties, we are in the process of erecting poles to the exact height of the buildings.

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George F. Tibsherany for
H. G. Nasser International, L.L.C.

GFT/ta

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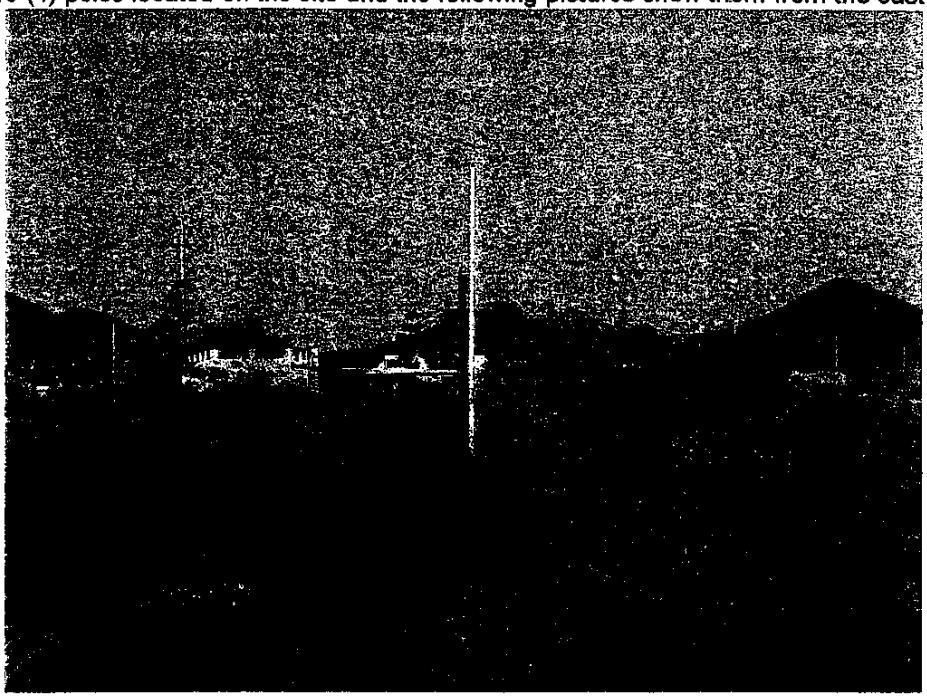
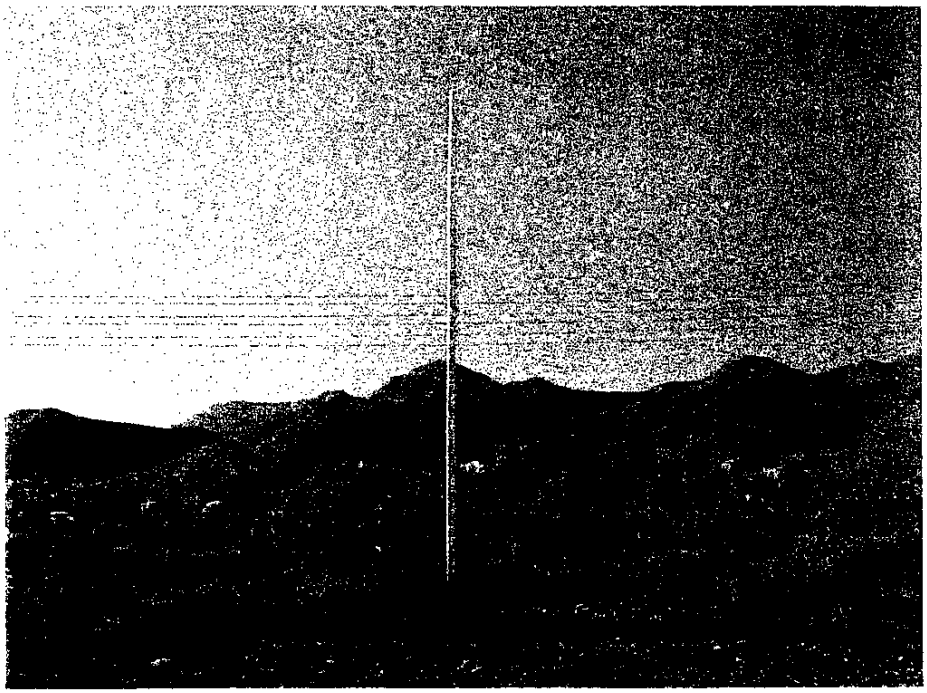
Building Height Poles

There are (4) poles located on the site and the following pictures show them from the east to west.

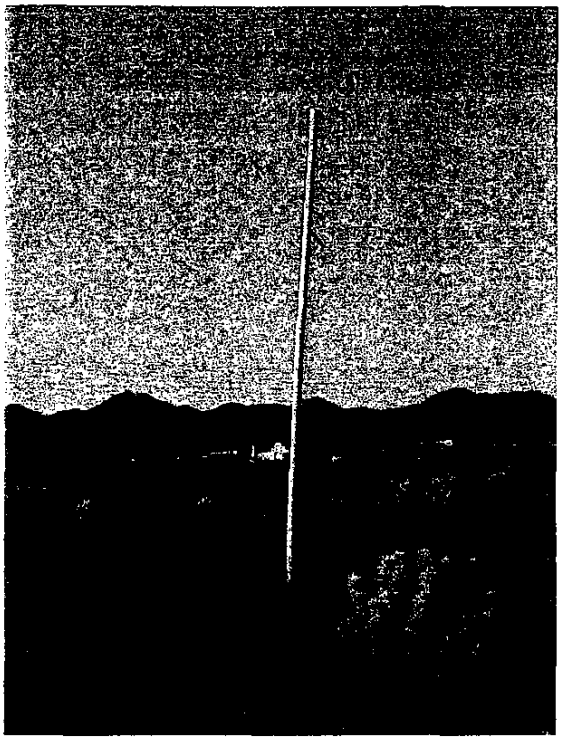


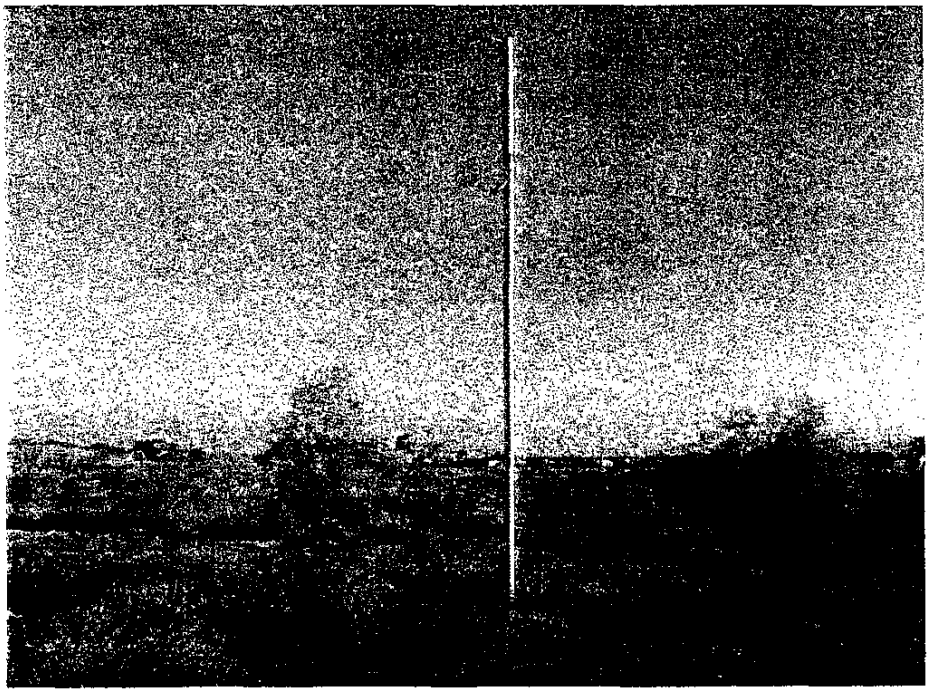


MONTACINO

MCDOWELL MOUNTAIN

ESTATE VILLAS





MONTACINO

MCDOWELL MOUNTAIN

ESTATE VILLAS

H.G. NASSER
International, LLC

May 23, 2002

Desert Hills of Scottsdale Homeowners Association
P. O. Box 13742
Scottsdale, AZ 85259-3742

Dear Desert Hills of Scottsdale HOA:

H. G. Nasser International, L.L.C. has opened escrow on a parcel of property located at 12325 East Shea Blvd. This parcel is currently zoned R-5, ESL, with a senior healthcare stipulation. Due to traffic and density concerns expressed by the neighboring residents, our company is proposing to down-zone the property and construct 30 zero lot line, single family detached estate villas on the site. Please see the enclosed tables for a complete comparison of the down-zoning and traffic impact. These tables compare existing zoning restrictions with our proposed development. In order for you to further estimate the visual impact of the project on surrounding properties, we are in the process of erecting poles to the exact height of the buildings.

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We hope you can join us and look forward to your comments.

Sincerely,

George F. Tibsherany for
H. G. Nasser International, L.L.C.

GFT/ta

Enclosures (2)

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

H.G. NASSER
International, LLC

May 23, 2002

Pueblo Bonito Community Association
4808 East Pershing Avenue
Scottsdale, AZ 85254

Dear Pueblo Bonito Community Association:

H. G. Nasser International, L.L.C. has opened escrow on a parcel of property located at 12325 East Shea Blvd. This parcel is currently zoned R-5, ESL, with a senior healthcare stipulation. Due to traffic and density concerns expressed by the neighboring residents, our company is proposing to down-zone the property and construct 30 zero lot line, single family detached estate villas on the site. Please see the enclosed tables for a complete comparison of the down-zoning and traffic impact. These tables compare existing zoning restrictions with our proposed development. In order for you to further estimate the visual impact of the project on surrounding properties, we are in the process of erecting poles to the exact height of the buildings.

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Sincerely,

George F. Tibsherany for
H. G. Nasser International, L.L.C.

GFT/ta

Enclosures (2)

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

H.G. NASSER
International, LLC

May 22, 2002

City of Scottsdale
3939 Civic Center Blvd.
Scottsdale, AZ 85251

Dear City of Scottsdale:

H. G. Nasser International, L.L.C. has opened escrow on a parcel of property located at 12325 East Shea Blvd. This parcel is currently zoned R-5, ESL, with a senior healthcare stipulation. Due to traffic and density concerns expressed by the neighboring residents, our company is proposing to down-zone the property and construct 30 zero lot line, single family detached estate villas on the site. Please see the enclosed tables for a complete comparison of the down-zoning and traffic impact. These tables compare existing zoning restrictions with our proposed development. In order for you to further estimate the visual impact of the project on surrounding properties, we are in the process of erecting poles to the exact height of the buildings.

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Sincerely,

George F. Tibsherany for
H. G. Nasser International, L.L.C.

GFT/ta

Enclosures (2)

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

Theresa Amos

From: Theresa Amos [theresaa@tibsherany.com]
Sent: Tuesday, May 28, 2002 2:18 PM
To: DRodrigues@att.net

Dennis,

Per your request, my e-mail address is theresaa@tibsherany.com. I will watch for the agenda next week.

Theresa

Tracking:

Recipient	Read
DRodrigues@att.net	
Dennis Rodrigues	Read: 5/28/02 5:05 PM

Theresa Amos

From: Theresa Amos [theresaa@tibsherany.com]
Sent: Tuesday, May 28, 2002 6:29 PM
To: DRodrigues@att.net

Dennis,

I tried to e-mail Al Hoffman this afternoon with an update on the project and it was returned to me as undeliverable. Perhaps I wrote down the wrong e-mail address - glorial@msn.com? Please confirm. Thanks, Theresa

Theresa Amos

From: Theresa Amos [theresaa@tibsherany.com]
Sent: Wednesday, May 29, 2002 7:55 AM
To: glorial.@msn.com

02-05-28_Contact info.wpd 02-05-22_Letter1.wpd 02-05-22_Letter2.wpd 02-05-22_Letter3.wpd

Mr. Hoffman:

I understand from Dennis Rodrigues that you will be our contact from NESPOA regarding our proposed project just West of 124th Street & Shea Blvd. I wanted to forward my e-mail address and contact information (attached), and also give you an update on our progress. We have prepared an introductory package very similar to the package George gave to Dennis (which I believe he passed on to you) to distribute to the immediate neighbors of the property. George and I visited the site and went door to door with the package, introduced ourselves, spoke with those who were home and invited them to our open houses.

In addition to those who we spoke to or left packages for, we have sent out letters providing information on the project and details of the open houses. We actually sent out three different versions of the letter, one which accompanied the package, a more personal letter to those we met last year in our attempt to rezone the property on the corner and a third letter to the remaining residents in the neighborhood. I am attaching copies of all three letters for your files.

Although the City of Scottsdale only requires notification within 750 feet, we have actually extended that distance to the East and included several properties outside that line. One problem that I am encountering, and perhaps you might have a solution to suggest, is that the source we have used to obtain names and addresses - the Maricopa County Assessors Property Maps and Parcel information is clearly not current. I have received a few of the letters back in the mail as "not deliverable as addressed", so I called my Title Company to see if they had more current information, but they also use the Maricopa County Assessor as their reference. Can you suggest a more current or accurate source? I appreciate any help you can give me!!

Theresa

CONTACT INFORMATION

Theresa Amos or George Tibsherany for
H. G. Nasser International, L.L.C.
7150 East Camelback Road, Suite 500
Scottsdale, AZ 85251

480-945-1228 Office Phone
480-945-0215 Fax

theresaa@tibsherany.com
george@tibsherany.com

H.G. NASSER
International, LLC

May 22, 2002

Mr. and Mrs. William Crocker
10371 North 124th Street
Scottsdale, AZ 85259

Dear Mr. & Mrs. Crocker:

H. G. Nasser International, L. L. C. has opened escrow on a parcel of property located at 12325 East Shea Blvd. We are proposing to down zone the property and develop 30 zero lot line, single family, detached estate villas on the site. In order for you to estimate the visual impact of the project on the surrounding properties, we are in the process of erecting poles to the exact height of the buildings.

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Sincerely,

George F. Tibsherany for
H. G. Nasser International, L.L.C.

GFT/ta

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

H.G. NASSER
International, LLC

May 28, 2002

Mr. & Mrs. Mark Tait
10825 North 123rd Street
Scottsdale, AZ 85259

Dear Mr. & Mrs. Tait:

H. G. Nasser International, L.L.C. has opened escrow on a parcel of property located at 12325 East Shea Blvd. This parcel is currently zoned R-5, ESL, with a senior healthcare stipulation. Due to traffic and density concerns expressed by the neighboring residents, our company is proposing to down-zone the property and construct 30 zero lot line, single family detached estate villas on the site. Please see the enclosed tables for a complete comparison of the down-zoning and traffic impact. These tables compare existing zoning restrictions with our proposed development. In order for you to further estimate the visual impact of the project on surrounding properties, we are in the process of erecting poles to the exact height of the buildings.

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Sincerely,

George F. Tibsherany for
H. G. Nasser International, L.L.C.

GFT/ta

Enclosures (2)

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H.G. NASSER
International, LLC

May 22, 2002

Mr. Art Stine
10755 North 124th Street
Scottsdale, AZ 85259

Dear Mr. Stine:

H. G. Nasser International, L.L.C. has opened escrow on a parcel of property located at 12325 East Shea Blvd. This parcel is currently zoned R-5, ESL, with a senior healthcare stipulation. As you are aware, we attempted to develop the property a year ago, but encountered significant traffic and density concerns from the neighboring residents. Due to those concerns, we abandoned the project and withdrew our application.

After a year of hard work and considerable deliberations, we believe we have developed a new project that will bring a high end product to the area and respond to your traffic and density concerns. We propose to down-zone the property to R1-5 and construct 30 zero lot line, single family detached estate villas on the site. Please see the enclosed tables for a complete comparison of the down-zoning and traffic impact. These tables compare existing zoning restrictions with our proposed development. In order for you to further estimate the visual impact of the project on surrounding properties, we are in the process of erecting poles to the exact height of the buildings.

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George F. Tibsherany for
H. G. Nasser International, L.L.C.

GFT/ta

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Theresa Amos

From: Dennis Rodrigues [DRodrigues@worldnet.att.net]
Sent: Thursday, June 06, 2002 2:41 PM
To: Susan Platner ...AAM; Patti Smith..AAM; Kathe M. Barnes; Jennifer Sultze; Coreen Young; Bob Satnan; Theresa Amos; Mike Duffy; Tom Rief; Jordan Rose
Subject: NESPOA Agenda

NESPOA members and HOA's

Attached you will find the agenda for the Nespoa board meeting for Thursday, June 13th. Also included for you information is a press release from the City of Scottsdale with phone contacts for airplane noise.

Please note that the City Council meeting for the Mayo / Mirage development has been changed to Monday, July 1st. 5:00 pm. City Hall Kiva.

Dennis Rodrigues
President, NESPOA

Theresa Amos

From: Dennis Rodrigues [DRodrigues@worldnet.att.net]
Sent: Friday, June 14, 2002 1:22 PM
To: Theresa Amos
Subject: NESPOA meeting

Theresa
Please tell George that NESPOA will support the proposed development south of Shea. Please send me the case or PA number so I can include it in my letter to you. I will stipulate in my letter that our support is contingent on the road behind the house on the corner be removed prior to Scottsdale approval.

Regards

Dennis Rodrigues
President, NESPOA

Saint Anthony on the Desert Episcopal Church
The Rev. Jonathan B. Coffey Jr., Rector

12990 East Shea Boulevard Scottsdale, Arizona 85259 480-451-0860 Fax 480-451-4413

May 28, 2002

Atten: Theresa
H.G. Nasser International
7150 E Camelback Rd - Ste 500
Scottsdale AZ 85251

Dear Theresa:

This letter is to confirm the space use agreement between St. Anthony on the Desert Episcopal Church and H.G. Nasser International for use of our Parish Hall on Thursday, May 30 and Monday, June 3, 2002. It is agreed that H.G. Nasser will give to St. Anthony on the Dessert $50 for each usage. The church will issue a key to you prior to the meeting to be returned upon your departure after the June 3 meeting. You may set the tables and chairs in the Hall to your liking and return them to the set-up in which you found them.

Thank you for paying St. Anthony's $100 in advance. We look forward to hosting your group again.

Signed:

Jonathan B. Coffey

Jonathan B. Coffey
Rector

MONTACINO MCDOWELL MOUNTAIN

PUBLIC MEETING MINUTES
May 30, 2002

NO ATTENDEES

MONTACINO MCDOWELL MOUNTAIN

PUBLIC MEETING MINUTES
June 3, 2002

NO ATTENDEES

BoD Meeting

Board of Directors Meeting Agenda

June 13, 2002 - 6:30 PM

Note: The next meeting after this one will be held on September, 12, 2002.

Saint Anthony on the Desert
The Parish Hall
12990 East Shea Blvd.
Scottsdale, AZ 85259

I. Administrative Business

A. Introductions and Attendance
B. Approval of May 9, 2002 Minutes

II. Discussion / Presentation

A. Proposed expansion of the Qwest building located at 110th St. & Shea Blvd. - Jordan Rose
B. Proposed Town Homes South f Shea Blvd. & West of 124th St. - George Tibsherany
C. Proposed development on the NEC 124th St. & Via Linda - Tom Rief

III. Old Business

A. City of Scottsdale plan to widen Via Linda to four lanes between 132nd St. & 136th St. - ***Update*** **- City approves two lanes with bike lanes**
B. Mirage Homes / Mayo development North of Via Linda and East of 136th St. passed the planning commission by a vote of 7 to 0 on May 15, 2002. **City Council meeting scheduled for July 1, 2002 at 5:00 PM.**

IV. Pending / Proposed Cases for North East Scottsdale - *Case Backlog*

A. Case 66-PA-135 rezoning and General Plan change for the property west of 110 St., South of Shea Blvd. Proposed change from R-135 to Commercial Service Residential (SR) - John Melling

V. New Business

VI. Adjournment

VII. Open Discussion and Questions

VIII. Executive Session

Send mail to al.grosser@nespoa.org with questions or comments about this web site.
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Last modified: September 06, 2001

Names written upon Introduction

GEORGE F.
TIBSHERANY
DEVELOPMENT CORPORATION

PUBLIC INPUT MEETING Nº 3
City of Scottsdale Case Nº 222-PA-2002

ATTENDANCE

Date: June 13, 2002 ***Project Name/Nº:*** **Montacino**

	NAME	ADDRESS	TELEPHONE
1.	Dennis Rodrigues	NESPOA	
2.	AL Hoffman	NESPOA	
3.	Al Grosser	NESPOA	
4.	Jerry Graham	NESPOA	
5.	Rod Knight	NESPOA	
6.	John Melling	NESPOA	
7.	~~AKA~~ Michael ~~Mallio~~ Millicomillico	NESPOA	
8.	Theo Otis	NESPOA	
9.	~~[illegible]~~		
10.	Fred Kroin	~~NESPOA~~ 14935E Summit Scottsdale 85268	
11.	Mr. & Mrs. Charles Essigs	124th Str.	
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.	Mr & Mrs Charles Essigs	124th Str.	
24.	Gordon ?		
25.			

H.G. NASSER
International, LLC

MONTACINO MCDOWELL MOUNTAIN

NESPOA BOARD MEETING MINUTES
June 13, 2002

I. Meeting was called to order at 6:40 p.m. by Dennis Rodrigues.
   A. Motion by Dennis to delay NESPOA business until after the presentations.
   B. Motion Carried.

II. Presentation by Qwest to expand their existing facility.
   A. Approved.

III. Presentation by George F. Tibsherny on behalf of H. G. Nasser International for 28 single family, zero lot line, estate patio homes west of the Southwest corner of 124th Street & Shea.
   A. History of property.
      1. Review of attempt made by HGN a year ago to develop this parcel and the adjacent parcel and the concerns of the neighbors at that time.
         a. Traffic on 124th Street
         b. Density

   B. Review of Current Zoning.
      1. Current zoning approved by the City of Scottsdale and NESPOA is R-5 ESL, with a development agreement stipulating specific use.
         a. Alzheimer facility
         b. Assisted Living
         c. Zoning allows two stories and 121 total units.

   C. Proposed Down Zoning.
      1. Proposed zoning R1-5 ESL.
         a. George F. Tibsherany on behalf of H. G. Nasser approached Dennis Rodrigues of NESPOA to gain input on proposed project.
         b. Dennis invited George to present proposal at NESPOA Board meeting in June.
         c. George met with sr. staff at City of Scottsdale to present proposal and received positive input.

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2. Conclusion from initial meetings with the city and NESPOA was to avoid high intensity on this site.
   a. Reduce Density
   b. Reduce Intensity
   c. Reduce Traffic

D. Pre-Application and Project Data to the City of Scottsdale
1. Down-Zone from R-5 ESL to R1-5 ESL
2. Project is 28 detached zero lot line Estate Villa Patio Homes
3. Two Building Types
4. Gated Entry with Beautiful Threshold
5. 2-Car Garages
6. Detached Casita
7. Arched Entry to Side Court
8. Lots 120' to 130' long x 45' wide
9. Projected Cost $320,000 to $430,000

PROPOSED/APPROVED COMPARISONS

DENSITY

PROPOSED	APPROVED
R1-5 Zoning 9.27 dwelling units per Acre	R1-5 Zoning 23 dwelling units per Acre
Proposed Project: 4 dwelling units per Acre	Assisted Living: 17 dwelling units per Acre

BUILDING HEIGHTS

PROPOSED	APPROVED
Majority 1-Story w/Casita: 22'	36' Approved, Assisted Living: 34'

TRAFFIC

PROPOSED	APPROVED
Average Weekday Trips Per Day: 176	Average Weekday Trips Per Day: 280
AM Peak Hour: 13	AM Peak Hour: 15
PM Peak Hour: 16	PM Peak Hour: 25

QUESTIONS

1. What is the square footage of the homes?
   2,480 to 2,780 square feet including Casita.

2. Can Casita option be on top, or are they all detached.
   The Casita Option can be either on top or detached.

3. Are all the units one floor?
   Yes, with the Casita option.

4. Does the project meet ESL guidelines?
   Yes.

5. How much open space is required?
   55,000 square feet of NAOS is required.

6. What use is existing or proposed for surrounding properties?
   We are bordered on the West and South by Federal Land. On the East is a single family residence. The nearest homes to the South are 650' away.

7. What type of lighting will be used?
   No Site Lighting.

8. Is the City requiring acceleration and deceleration lanes on Shea?
   They are requiring a deceleration lane.

9. What is the status of the proposed road through the adjacent lot to 124th Street?
   The proposed road is stipulated in a Development Agreement executed at the time of the initial re-zoning from R1-43 to R-5. Our application to the City of Scottsdale includes nullification of the Development Agreement. Therefore, the proposal for the road would be abandoned.

   NESPOA responded that any letter of support requested from them would include the contingency that support is granted based on the road issue being abandoned.

10. How will the homeowners be able to go West on Shea Boulevard?
    They will probably make a u-turn at 124th or 130th Streets.

COMMENTS

Mr. Charles Essigs: "This is one of the best we've seen. It has one-fourth the density and one-half the traffic."

NESPOA Board Member: "I think we should discourage gated communities as a whole because of their tendency for isolation. I think we should support this project, but I just wanted to say that for the record, I think we should discourage them."

Mr. Fred Kroin: "I think you've got a winner here."

END OF MEETING MINUTES

H.G. NASSER
International, LLC

May 22, 2002

Mr. Bill Johnson, Facilities Director
Scottsdale Unified School District 48
3811 North 44th Street
Phoenix, AZ 85018-5420

RE: Rezoning Case No. 222-PA-2002
Project Nº: 02-034

Dear Mr. Johnson:

H. G. Nasser International, L.L.C. is submitting a re-zoning application to the City of Scottsdale for the approximate 6.323 net acre site located West of the Southwest corner of 124th Street and Shea Blvd. If approved, the parcel will be down-zoned from R-5 ESL to R1-5 ESL, and will be developed with 30, zero lot line, single family, detached estate villas.

The estate villas will be single level, with a casita option and range in size from 2,360 to 2,687 square feet. Each classic Tuscan villa will be located to maximize views of the McDowell Mountains. For a complete review of the details of the project, please join us at one of our neighborhood meetings being held as follows:

Thursday, May 30, 2002	6:30 p.m.	St. Anthony's on the Desert Parish Hall
Monday, June 3, 2002	6:30 p.m.	St. Anthony's on the Desert Parish Hall
Thursday, June 13, 2002	6:30 p.m.	St. Anthony's (at NESPOA Board Mtg.)

We hope you can join us and look forward to your comments.

Sincerely,

George F. Tibsherany for
H. G. Nasser International, L.L.C.

GFT/ta

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

Montacino

McDowell Mountain

EARLY NOTIFICATION OF PROJECT UNDER CONSIDERATION

West of the SW Corner of Shea and 124th Street
Scottsdale, AZ

Project Overview: Down-zone from R-5 ESL to R1-5 ESL
Existing Zoning: R-5 ESL with Use Restrictions
Proposed Zoning: R1-5 ESL
Acreage: +6.323 net acres

Applicant/Contact: George F. Tibsherany

Phone Number: 480-945-1228

Pre-Application Case No. 222-PA-2002

Case File Available at City of Scottsdale
480-312-7000

For More Information E-mail: montacino@tibsherany.com

THE ARIZONA REPUBLIC
Don Nicoson, bureau chief, (602) 444-8145
don.nicoson@arizonarepublic.com
scottsdale.azcentral.com
9

WEDNESDAY
May 29, 2002

Scottsdale
Arcadia • East Phoenix • Paradise Valley • Salt River Community

Montacino McDowell Mountain
Notice of Neighborhood Meeting

H. G. Nasser International, L.L.C. will hold public meetings to discuss the proposed development of 6.323 net acres located West of the Southwest corner of 124th Street and Shea Boulevard in Scottsdale.The proposed project includes 30 zero lot line, single family detached estate villas, ranging in size from 2,360 to 2,687 square feet. We propose to down zone the property from R-5 ESL to R1-5 ESL.

Three meetings will be held in the Parish Hall at St. Anthony's on the Desert Episcopal church on the following dates and times:

May 30, 2002, 6:30 p.m. to 7:30 p.m.
June 3, 2002, 6:30 p.m. to 7:30 p.m.
June 13, 2002, 6:30 p.m. (In conjunction with NESPOA Board meeting)

For further information, please contact:
George F. Tibsherany • H.G. Nasser International, L.L.C.
7150 East Camelback Road, Suite 500 • Scottsdale, AZ 85251
Phone: 480-945-1228 Fax: 480-945-0215

H.G. NASSER
International, LLC

TRANSMITTAL

Date:	May 22, 2002	Project Nº:	02D34
To:	Cindy Smith	Project Name:	Montacino McDowell Mtn.
Company:	Arizona Republic		
Address:	16277 North Greenway Hayden Loop Scottsdale, AZ 85251	From:	Theresa
		Re:	Display Ad
Phone:	602-444-6885		
		cc:	GFT, File
Fax:	602-444-6895		

WE TRANSMIT:
(x) herewith ( ) In accordance with your request ( ) Modem VIA: Courier

FOR YOUR:
( ) approval ( ) distribution to parties ( ) information
( ) review & comment ( ) record (x) use

THE FOLLOWING:
(x) Drawings ( ) Shop Drawing Prints ( ) Samples (x) Other
( ) Specification ( ) Shop Drawings Reproducibles ( ) Product Literature ( ) Floppy Disk

COPIES	DATE	REV. Nº	DESCRIPTION
1	02-05-22		Text for Ad
1	02-05-22		Check Number 7218 in the amount of $440.00

REMARKS:

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

Montacino McDowell Mountain
Notice of Neighborhood Meeting

H. G. Nasser International, L.L.C. will hold public input meetings to discuss the proposed development of 6.323 net acres located West of the Southwest corner of 124th Street and Shea Boulevard in Scottsdale. The proposed project includes 30 zero lot line, single family detached estate villas, ranging in size from 2,360 to 2,687 square feet. We propose to down zone the property from R-5 ESL to R1-5 ESL.

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June 13, 2002, 6:30 p.m. (In conjunction with NESPOA Board meeting)

For further information, please contact:

George F. Tibsherany
H. G. Nasser International, L.L.C.
7150 East Camelback Road, Suite 500
Scottsdale, AZ 85251

Phone: 480-945-1228 Fax: 480-945-0215

Scottsdale Tribune
AN EDITION OF THE EAST VALLEY TRIBUNE

Montacino McDowell Mountain Notice of Neighborhood Meeting

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June 13, 2002 6:30 p.m. (In conjunction with NESPOA Board meeting)

For Further information, please contact:

George F. Tibsherany
H.G. Nasser International, L.L.C.
7150 East Camelback Road, Suite 500
Scottsdale, AZ 85251

Ø697512

Phone: 480-945-1228
Fax: 480-945-0215

H.G. NASSER
International, LLC

TRANSMITTAL

Date:	May 22, 2002	Project Nº:	02D34
To:	Roberta	Project Name:	Montacino McDowell Mtn.
Company:	Scottsdale Tribune		
Address:	7525 East Camelback Road Scottsdale, AZ 85251	From:	Theresa
		Re:	Display Ad
Phone:	480-970-2376		
Fax:		cc:	GFT, File

WE TRANSMIT:
(x) herewith ( ) In accordance with your request ( ) Modem VIA: Hand Delivery

FOR YOUR:
( ) approval ( ) distribution to parties ( ) information
( ) review & comment ( ) record (x) use

THE FOLLOWING:
(x) Drawings ( ) Shop Drawing Prints ( ) Samples (x) Other
( ) Specification ( ) Shop Drawings Reproducibles ( ) Product Literature ( ) Floppy Disk

COPIES	DATE	REV. Nº	DESCRIPTION
1	05/22/02		Text for Ad
1	05/22/02		Check Number 7217 in the amount of $269.76

Roberta,

After reviewing the requirements for the display ad, I find it must be in the Saturday edition of the community news. If you have any questions, or if that won't work, please call me. Thanks!!

Theresa

7150 E. Camelback Road · Suite 500 · Scottsdale, Arizona 85251 · (480)945-1228 · FAX (480)945-1102

Montacino McDowell Mountain
Notice of Neighborhood Meeting

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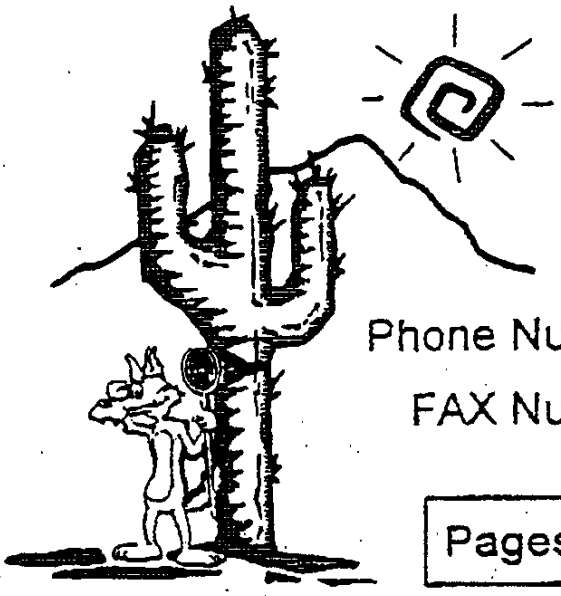
June 13, 2002, 6:30 p.m. (In conjunction with NESPOA Board meeting)

For further information, please contact:

George F. Tibsherany
H. G. Nasser International, L.L.C.
7150 East Camelback Road, Suite 500
Scottsdale, AZ 85251

Phone: 480-945-1228 Fax: 480-945-0215

Facsimile Transmission



Date: 6-18-02

To: GEORGE TISSMANN

Phone Number:

FAX Number: 480-945-0215

Pages to follow: 1

Classification
- Urgent ☐
- Confidential ☐
- Personal ☐

Comments:

THERESA FOLLOWING IS THE LETTER FROM WESTON.

From: DENNIS RODRIGUE

Phone:

FAX Phone:

North East Scottsdale Property Owners Association
11259 E. Via Linda Ste., 100-142, Scottsdale, AZ 85259

June 19, 2002

George Tibsherany
H.G. NASSER International, L.L.C.
7150 East Cameback Road, Suite 500
Scottsdale, AZ. 85251

Ref: Case: 222-PA-02

Dear George

The NESPOA Board of Directors would like to thank you for your presentation to our board and its members on June 13, 2002. The Board of Directors and our members support the proposed application to develop the property south of Shea and west of 124th Street. Our support is contingent on the access road behind the property on the southwest corner of Shea and 124th east of your proposed development be removed.

We appreciate H.G. NASSER International involving the North East Scottsdale Property Owners Associations with the proposed development on Shea Boulevard

Sincerely

Dennis Rodrigues
President, NESPOA

Montacino II

Citizen Review Plan

1. **Which residents, property owners, homeowners associations, interested parties, political jurisdictions and public agencies may be affected by the application.**

   We have accessed the Maricopa County Assessor's website and compiled a listing of all residents and property owners in the area. We have incorporated the list of residents we obtained through the title company last year when we submitted for the re-zoning on the parcel directly East of this site. Although the requirements are a 750 ft. radius, we have included those who attended our meetings last year and expressed an interest in the development of the property regardless of their location. We also included NESPOA, the Scottsdale Unified School District, several Homeowners Associations, and the Landmark Penecostal Church located on the corner of 124th Street & Gold Dust Avenue.

2. **How those potentially affected by an application will be notified that an application has been made.**

   Letters will be sent to those listed above who will be affected by, or shown an interest in, the proposed project. Because of relationships developed during our citizen review process last year, some of the letters are more personalized. Residents of the immediate adjacent properties will be presented a full design package of the project in addition to the basic information and the balance of the neighborhood will receive a more generic letter which will include density and traffic comparisons.

3. **How those potentially affected by an application will be informed of the substance of the proposed application.**

   In addition to the information letter being sent, we have scheduled public meetings to be held at St. Anthony's on the Desert Episcopal Church, located at 130th Street and Shea on three different days, in order to provide as many opportunities as possible for citizens of the neighborhood to respond. One of the meetings is being held in conjunction with the NESPOA Board of Directors meeting in order to gain input from them.

4. **How those potentially affected by an application will be given an opportunity to discuss the application with the applicant and express their issues or concerns prior to the first public hearing.**

   Opportunities for discussion will be provided at each of the three public meetings. In addition, we will be making personal visits to those in the immediate area to

discuss the project with them, and gain insight into their concerns. The information on the signs has actually already prompted one telephone call to our office from a citizen seeking more information.

5. **The applicant's schedule for completing the Citizen Review Process.**

The Citizen Review Report will be completed and submitted to the City by July 1, 2002.

6. **The method(s) by which the applicant will keep the City staff informed on the status of their citizen participation efforts.**

Communication with the City staff will be via e-mail or telephone. Critical issues raised by citizens will also be forwarded via e-mail or telephone. The full process, including any citizen comments, will be documented and become part of the final report to the City.

SPEAKER/CITIZEN COMMENT CARD

12

This card is for providing comments when attending City Council and other public meetings, whether or not you wish to speak.

All cards MUST be submitted BEFORE public testimony has begun on the item. Testimony is limited to 3 minutes per speaker. Additional time MAY be granted to speakers representing two or more persons.

PLEASE PRINT NAME LEON SPIRO MEETING DATE DEC 10 2002

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT

ADDRESS 7814 E. OBERLIN WY. ZIP 85262

HOME PHONE WORK PHONE

☒ YES, I WISH TO SPEAK REGARDING ITEM # 12

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☐ I AM IN FAVOR OF AGENDA ITEM # ☐ I AM OPPOSED TO AGENDA ITEM #

☐ I WISH TO SPEAK DURING "PUBLIC COMMENTS" CONCERNING

Public comments are limited to items not otherwise listed on the agenda. Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during the meeting. Council will listen to your remarks, but is prohibited by state law from discussing items which are not specifically listed on the agenda and posted at least 24-hours before the meeting begins.

This card constitutes a public record under Arizona law.

SPEAKER/CITIZEN COMMENT CARD

12

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PLEASE PRINT NAME LEON SPIRO MEETING DATE 11 DEC 2002 [redacted]

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT

ADDRESS 7214 E. OBERLIN WY ZIP 85-62

HOME PHONE WORK PHONE

☐ YES, I WISH TO SPEAK REGARDING ITEM #

☒ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☐ I AM IN FAVOR OF AGENDA ITEM # ☐ I AM OPPOSED TO AGENDA ITEM #

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HOW TO ADDRESS THE COUNCIL OR BOARD/COMMISSION:

- The chair will call your name when it is your turn to speak.
- Approach the podium and state your name and address for the record.
- Groups wishing to speak should elect a spokesperson to represent the views of the group.

Comments are limited to 3 minutes.
Speakers representing two or more persons may be granted additional time

A green light will appear when you begin your comments
A yellow light will appear when you have one minute remaining
A red light will appear when your 3 minutes are up

Comments Wish the following questions answered:

1. HOW DID THIS BECOME A 6.25 ACRE PARCEL?
2. ARE THESE GLO PARCELS THAT HAVE BEEN TIED?
3. HOW DOES THE ABANDONMENT RESOLUTION READ?
4. WHAT HAS BEEN ABANDONED?
5. ~~HE~~ IS THERE A PRIVATE PROPERTY RIGHT?

THAT IS BEING ABANDONED? PLEASE ANSWER FOR THE RECORD

SPEAKER/CITIZEN COMMENT CARD

13

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PLEASE PRINT NAME LEON SPIRO MEETING DATE 11 DEC. 2002 [redacted]

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT

ADDRESS 7814 E. OBERLIN WY. ZIP 85262

HOME PHONE WORK PHONE

☐ YES, I WISH TO SPEAK REGARDING ITEM #

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A yellow light will appear when you have one minute remaining
A red light will appear when your 3 minutes are up

Comments (1) oppose plat plan! because it permits building on the GLO APPURTENANT PATENTED 33 foot EASEMENT.

(2) WHY IS DEVELOPER ASKING FOR ACCESS ON SHAK WHEN ASSURED ACCESS CAN ALSO BE FROM COCHISE!

(3) RESOLUTION — IS THE CITY ONLY ABANDONING "THE CITIES INTEREST"?

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HOME PHONE WORK PHONE

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☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☐ I AM IN FAVOR OF AGENDA ITEM # ☐ I AM OPPOSED TO AGENDA ITEM #

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the building is run down and looks bad. He remarked as a result in the zoning changes their neighborhood has changed pretty dramatically over the last five to six years and the changes made to this building would be more in keeping with the current character of the area. He concluded he supports this project and it brings something nice to their neighborhood.

(COMMISSIONER GULINO CLOSED PUBLIC TESTIMONY.)

COMMISSIONER HENRY MOVED TO FORWARD CASE 22-ZN-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECOND BY COMMISSIONER STEINBERG.

THE MOTION PASSED BY A VOTE OF SIX (6) TO ZERO (0).

12. **8-GP-2002 (Montacino-McDowell Mountain)** request by Hg Nasser International LLC, applicant, Alterra Healthcare, owner, for a General Plan amendment from Urban Neighborhoods to Suburban Neighborhoods on a 6.32+/- acre parcel located at 12325 E Shea Boulevard.

13. **23-ZN-2002 (Montacino-McDowell Mountain)** request by Hg Nasser International LLC, applicant, Alterra Healthcare, owner, to rezone from Multi-Family Residential, Environmentally Sensitive Lands (R-5 ESL) to Single Family Residential, Environmentally Sensitive Lands (R1-5 ESL) with amended development standards and termination of an existing development agreement on a 6.32+/- acre parcel located at 12325 E Shea Boulevard.

MR. CURTIS presented cases 8-GP-2002 and 23-ZN-2002 as per the project coordination packet. Staff recommends approval of both the General Plan amendment and the rezoning, subject to the attached stipulations.

COMMISSIONER NELSSEN inquired how did this become a 6.35 acre parcel? He also inquired if there were GLO easements on this property at one time. Mr. Curtis stated that in 1999 the City Council abandoned those GLO easements. He further stated it is his understanding the City only abandoned the City's interest in those GLO easements. Mr. Curtis replied that is his understanding. Commissioner Nelssen inquired about the private interests in those GLO easements and why aren't those easements still showing on the site plan. Chairman Gulino stated they have been through this a lot of times. He requested the City Attorney to refresh their memories on the City's position. He remarked the record should reflect Commissioner Nelssen opposes the GLOs and move on. Commissioner Nelssen stated that is not his point. His point is the City has the right to abandon their interest in the GLO easement but the Federal government states there are still private rights on those GLO easements. Since the City is only abandoning their right, the easement should still show on the site plan. Ms. Boomsma provided an overview of the City's policy on GLO easements. She stated the City abandons its interest but does not have an opinion on whether there are private interests or not. Commissioner Nelssen stated if the City does not say that the easement goes away then it should show up on the site plan. Ms. Boomsma commented the City has been directed by City Council to not take a position on whether or not there is a private right of easement over GLO easements but has instead chosen to abandon its own interest in

the property and has chosen not to take a position on any potential litigation between two property owners. Commissioner Nelssen stated it is still not clear why these GLO easements don't show up on the site plan. Vice Chairman Lotzar stated it comes down to the position concluded that we don't have a dog in this fight and that is all there is to it. Commissioner Nelssen remarked they do have a dog in the fight as soon as they allow a plat plan like this because the City is putting their blessings on this site plan so therefore the dog is in the fight. Chairman Gulino noted their focus is on the land use and its impact on the area. He noted he felt the easements were a legal issue.

COMMISSIONER HEITEL inquired if the City in these GLO cases require from the applicant an indemnification in the event there is any losses from the property right issues. Ms. Boomsma replied the short answer is no.

GEORGE TIBSHERANY, 7150 E. Camelback Road, Suite 500, applicant, provided information on the public outreach that took place. He stated they are in agreement with all of the stipulations except three. The stipulations state: "The developer shall remove the existing sidewalk along the site frontage on Shea Boulevard and construct an 8-foot wide sidewalk along the site frontage separated from the back of curb connect to the existing sidewalk adjacent to the site". He stated they would like to retain the five-foot sidewalk, leave the NAOS there, and not disrupt all of the infrastructure.

He stated the stipulation that states there should be sidewalks on both sides of the street. They would request only being required to put sidewalks on one side of the street.

He remarked the last one has to do with the storm water waiver. He further remarked the storm water waiver was done back in 1998 and he would object to having to go through the same steps.

MR. KERCHNER provided an overview on the capital improvement plan for the sidewalks in this area. He noted the national standard is to have 10-foot multi-use path. They hope to have a 10-foot multi-use path along the south side of Shea Boulevard.

COMMISSIONER HEITEL requested clarification on the storm water storage waiver. Mr. Tibsherany provided a brief overview of how the process works.

COMMISSIONER HEITEL asked a series of questions regarding the 19 feet of fall across the front of the property. Mr. Tibsherany stated the Federal Government filled up a majority of the site to create a plateau to get it out of the detention area. On the southeast corner they kept it low and changed the zone line. Commissioner Heitel stated it does not make any sense to him how they are going to build it up to the plateau. He further stated it would have been helpful to have more information on this issue.

Commissioner Heitel stated the east side of the property abuts a transitional plan into the one-acre plus lots to the south and to the west, there is a five-foot setback with no landscaping. He inquired why there was not a buffer in between those one-acre lots. Mr. Tibsherany stated the Federal Government owns that detention area.

COMMISSIONER HENRY stated the narrative states the site is being returned to its original designation which it is not because it is a different zoning. Mr. Grant stated it was R1-43 prior to the re-zoning of R-5 and the request is to go back to R1-5, which is not the same zoning.

CHAIRMAN GULINO stated regarding the Applicant's request to not have to obtain a Storm Water Storage Waiver the fact that it is a different site plan would justify the need for that. He further stated regarding the sidewalk issue, it does not make sense to require an 8-foot sidewalk for 600 feet in the middle of a four-mile stretch of sidewalk. He noted because this is in the ESL overlay he would support having the sidewalk on just one side of the street. He remarked what is being proposed is an improvement to what is existing and for that reason, he would support the proposed zoning.

COMMISSIONER NELSSEN inquired if the re-zoning from R1-45 to R-5 was so they could put in an assisted living facility. Mr. Grant replied in the affirmative. Commissioner Nelssen stated they increased the density to allow for a specific facility now we are going from multi-family to single-family but at five times the density. He further stated he has a problem with that. It was R1-43 for a reason and there was an exception made for a specific application and that did not come to fruition and now they want 28 house. He concluded he would not be supporting this request with the GLO easements issue aside because he has a problem with the process.

COMMISSIONER HEITEL stated he felt Commissioner Nelssen's comments should be well taken but this change of use is probably warranted in the market. He further stated he is uncomfortable with the site plan effectively utilizing the maximum amount of space on the property. The Developer is being able to do off site retention, which is unusual and is being allowed to replace the retention space with additional units. On the east side of the property, they are right on, the property line. They are asking an R1-43 neighbor to provide the buffer for this project. He remarked if they were to lose a couple of lots they could provide a meaningful buffer and meaningful landscape. He further remarked the issue of the sidewalk somewhere in between that issue the Applicant could do an in lieu fee for the sidewalk landscaping. The sidewalk landscaping being proposed on the south side and the City could do the removal of the five-feet of existing sidewalk and the Applicant just paying for his fair share of the eight-foot setback. With those issues and the site plan as it sits he would not be able to support this request.

VICE CHAIRMAN LOTZAR stated they have a situation here where there is higher density maybe than they would like given the prior zoning. He further stated he felt the Applicant made good points with respect to the community outreach that they met with folks that are very active as far as community involvement goes in this neighborhood and they received their support. There is not a lot of affordable product in Scottsdale and it appears this is going towards that end. He commented he agrees with the thoughts of Chairman Gulino with respect to the sidewalks and with respect to the retention issue.

COMMISSIONER HENRY stated she drove out to this area and looked at the houses down 124th Street and they were beautiful. She further stated she looked at the site plan and felt it was crowded. She noted she would like to see a few less lots in there with a little more open space between the houses. As stated by Commissioner Lotzar the

Developer did reach out to the community and the community does not have a problem with the site plan. She further noted she is not crazy about the site plan but we talked about affordability, although she could not afford to live there, it does not cost as much as the one-acre lot houses. She concluded she would support the case because the community does not seem to have a problem with it.

COMMISSIONER STEINBERG stated he agrees with his colleagues who reiterated the fact the Developer has gone out to the community and they don't see any opposition. It is a tasteful project. Based on the fact that Shea Boulevard is changing he could see high density without having any detrimental affects. He concluded he would support this case.

COMMISSIONER HEITEL MOVED TO FORWARD CASES 8-GP-2002 AND 23-ZN-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR DENIAL. SECOND BY COMMISSIONER NELSSEN.

THE MOTION FAILED BY A VOTE OF TWO (2) TO FOUR (4) WITH CHAIRMAN GULINO, VICE CHAIRMAN LOTZAR, COMMISSIONER HENRY, AND COMMISSIONER STEINBERG DISSENTING.

COMMISSIONER HENRY MOVED TO FORWARD CASES 8-GP-2002 AND 23-ZN-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECOND BY VICE CHAIRMAN LOTZAR WITH THE FOLLOWING AMENDMENTS:

1) WITH RESPECT TO THE CIRCULATION THAT THE DEVELOPER NOT BE REQUIRED TO REPLACE THE EXISTING FIVE-FOOT SIDEWALK THROUGHOUT BUT RATHER HAVE A 10 FOOT SIDEWALK FOR THE PORTION HE IS REPLACING APPROXIMATELY 200 FEET FOR THE INGRESS EGRESS THAT AN ADDITIONAL FIVE- FEET PLACED IN BY THE DEVELOPER ALONG THE EXISTING FIVE-FEET FOR REMAINING 400 FEET OF SIDEWALK ALONG SHEA BOULEVARD

2) THE INTERNAL SIDEWALK WITHIN THE DEVELOPMENT ONLY BE REQUIRED ALONG ONE SIDE OF THE STREET AS OPPOSED TO BOTH SIDES.

COMMISSIONER HENRY stated she agrees with those changes to the motion.

COMMISSIONER NELSSEN requested clarification on the stipulations for the sidewalk. Vice Chairman Lotzar stated he suggested that the 200 feet that is being removed be replaced at the staff level and for the remaining 400 feet rather than being torn up and replaced just be augmented with an additional five feet for the remaining 400 foot span along Shea Boulevard. Commissioner Nelssen stated he does not support the motion.

THE MOTION PASSED BY A VOTE OF FOUR (4) TO TWO (2) WITH COMMISSIONER NELSSEN AND COMMISSIONER HEITEL DISSENTING.

14. **5-TA-2002 (Olympic Private School Facility)** request by Jorden, Bischoff, McGuire & Rose, applicant, Equus Realty, owner, for a text amendment to the City of Scottsdale Zoning Ordinance (Ordinance No. 455) to amend Article V.,

RESOLUTION NO. 6225

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING 8-GP-2002 AND ADOPTING AN AMENDMENT TO THE GENERAL PLAN FOR THE CITY OF SCOTTSDALE, TO AMEND THE LAND USE ELEMENT FROM URBAN NEIGHBORHOODS TO SUBURBAN NEIGHBORHOODS ON A 6.32 +/- ACRE PARCEL LOCATED AT 12325 EAST SHEA BOULEVARD.

WHEREAS, the City Council has solicited and encouraged public participation in the development of the General Plan Update, and considered comments concerning the proposed amendment and alternatives; and

WHEREAS, the City Council, through its members and staff, has consulted and advised with public officials and agencies as required by Arizona Revised Statutes Section 9-461.06; and

WHEREAS, the City's Planning agency has, at least 60 days prior to the adoption of this amendment, transmitted to the City Council and submitted a review copy of the General Plan Update proposal to each agency required by A.R.S. Section 9-461.06(C) and all persons or entities who made a written request to receive a review copy of the proposal; and

WHEREAS, the Planning Commission held a public hearing on December 11, 2002 concerning the General Plan Amendment; and

WHEREAS, the reason for amending the general plan is to reduce the density and intensity of the land use approved for the affected property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Scottsdale, as follows:

Section 1. That the City Council hereby amends the Land Use element of the General Plan for the 6.32+/- acre parcel located at 12325 East Shea Boulevard by changing the land use category from Urban Neighborhoods to Suburban Neighborhoods, as shown on the Land Use map attached as Exhibit 1 and incorporated herein by this reference.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ____ day of January, 2003.

ATTEST:

By:_____
Sonia Robertson
City Clerk

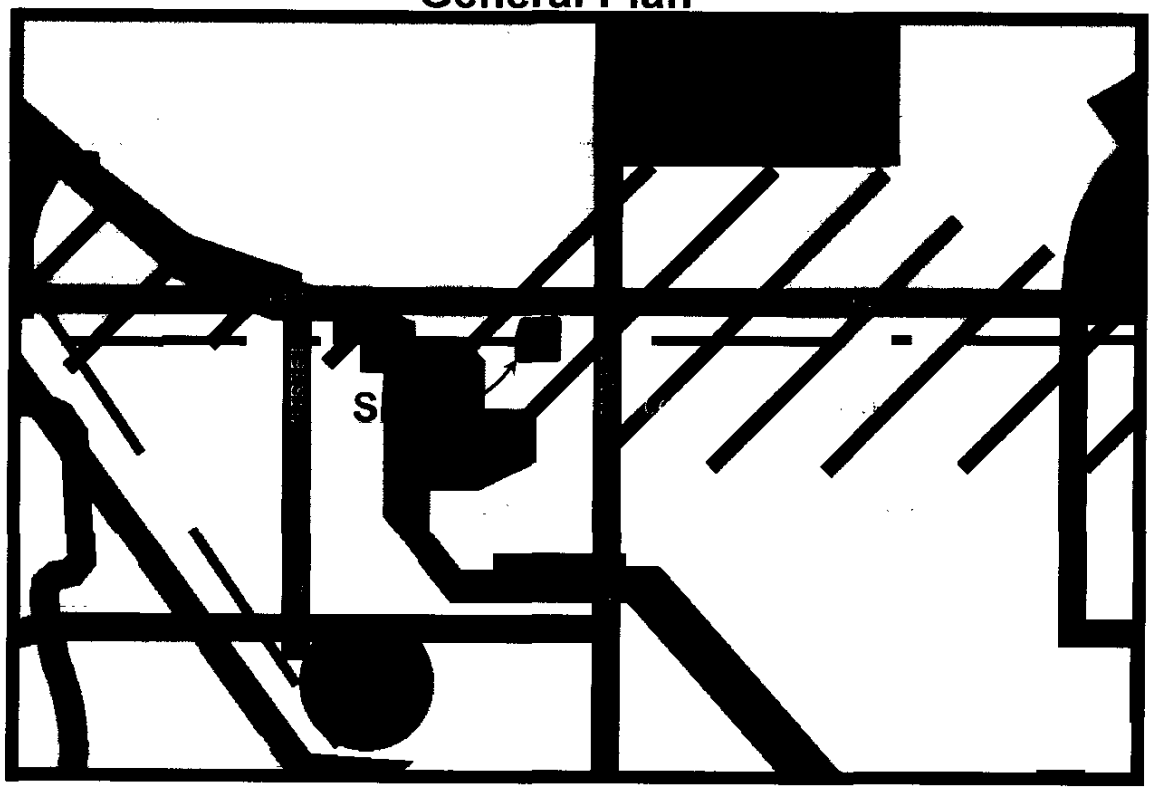
CITY OF SCOTTSDALE, an Arizona municipal corporation

By:_____
Mary Manross
Mayor

APPROVED AS TO FORM:

By: Patricia G Boarsma for
David A. Pennartz
City Attorney

General Plan



Rural Neighborhoods
Suburban Neighborhoods
Urban Neighborhoods
Mixed-Use Neighborhoods
Resorts/Tourism
Shea Corridor
Mayo Support District
Regional Use District
Commercial
Office
Employment
Natural Open Space
Developed Open Space (Parks)
Developed Open Space (Golf Courses)
Cultural/Institutional or Public Use
State Trust Lands under State Land Commissioner's Order #078-2001/2002
McDowell Sonoran Preserve (as of 3 /2002)
Recommended Study Boundary of the McDowell Sonoran Preserve
City Boundary

N

23-ZN-2002
8-GP-2002

EXHIBIT #1

ORDINANCE NO. 3487

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE MARICOPA COUNTY, ARIZONA, AMENDING ORDINANCE NO. 455, THE ZONING ORDINANCE OF THE CITY OF SCOTTSDALE, BY AND FOR THE PURPOSE OF CHANGING THE ZONING ON THE "DISTRICT MAP" TO ZONING APPROVED IN CASE NO. 23-ZN-2002, TO REZONE A 6.32+/- ACRE PARCEL FROM R-5 ESL (MULTI-FAMILY RESIDENTIAL, ENVIRONMENTALLY SENSITIVE LANDS) TO R1-5 ESL (SINGLE FAMILY RESIDENTIAL, ENVIRONMENTALLY SENSITIVE LANDS), AND AMEND THE STIPULATIONS AND DEVELOPMENT STANDARDS, ON THE PROPERTY LOCATED AT 12325 EAST SHEA BOULEVARD.

WHEREAS, Case No. 23-ZN-2002 has been properly noticed for City Council consideration, pursuant to the requirements of the Zoning Ordinance of the City of Scottsdale and the statutes of the State of Arizona, and the necessary hearings have been completed; and

WHEREAS, the Council of the City of Scottsdale wishes to amend the comprehensive zoning map of the City of Scottsdale for this property; and

WHEREAS, the Council of the City of Scottsdale wishes to amend the development standards as described in the aforementioned case;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Scottsdale, as follows:

Section 1. That the "District Map" adopted as a part of the Zoning Ordinance of the City of Scottsdale, showing the zoning district boundaries, is amended, as follows:

The 6.32+/- acre parcel located at 12325 East Shea Boulevard (the "Property"), currently zoned as R-5 ESL (Multiple-Family Residential, Environmentally Sensitive Lands) is changed to R1-5 ESL (Single Family Residential, Environmentally Sensitive Lands), as illustrated on the zoning map attached hereto as Exhibit #2, and incorporated herein by reference.

Section 2. That the development standards for the Property are hereby amended, as set forth in the Amended Development Standards, attached hereto as Exhibit #3 and incorporated herein by reference.

Section 3. That the above rezoning approval is conditioned upon compliance with all stipulations attached hereto as Exhibit #1 and incorporated herein by reference.

PASSED AND ADOPTED by the Council of the City of Scottsdale this _____ day of January, 2003.

ATTEST:

By:_____
Sonia Robertson
City Clerk

CITY OF SCOTTSDALE, an Arizona municipal corporation

By:_____
Mary Manross
Mayor

APPROVED AS TO FORM:

By: Pathia J Boorsma for
David A. Pennartz
City Attorney

STIPULATIONS FOR CASE 23-ZN-2002

(Stipulations revised by the Planning Commission are shown in BOLD CAPS and ~~strikethrough~~.)

PLANNING/ DEVELOPMENT

1. CONFORMANCE TO SITE PLAN. Development shall conform with the site plan submitted by HG Nasser International LLC and dated 12 November 2002. These stipulations take precedence over the above-referenced site plan. Any proposed significant change, as determined by the Zoning Administrator, shall be subject to subsequent public hearings before the Planning Commission and City Council.

2. MAXIMUM DWELLING UNITS/MAXIMUM DENSITY. The number of dwelling units on the site shall not exceed twenty-eight (28) without subsequent public hearings before the Planning Commission and City Council. The density of the site shall not exceed four (4) dwelling units per acre without subsequent public hearings before the Planning Commission and City Council.

3. CONFORMANCE TO AMENDED DEVELOPMENT STANDARDS. Development shall conform with the amended development standards dated 11/12/02 and as attached herein. Any change to the development standards shall be subject to subsequent public hearings before the Planning Commission and City Council.

4. SCENIC CORRIDORS. The scenic corridor width along Shea Boulevard shall be a minimum of eighty (80) feet, measured from the outside edge of the street right-of-way. Unless otherwise approved by the Development Review Board, the scenic corridor shall be left in a natural condition. Prior to final plan approval, the developer shall show and dedicate a scenic corridor easement to the City.

ENVIRONMENTAL DESIGN

1. ALTERATIONS TO NATURAL WATERCOURSES. Any proposed alteration to the natural state of watercourses with a 100 year peak flow rate estimated between 250 cfs and 749 cfs shall be subject to Development Review Board approval.

2. VISTA CORRIDOR WATERCOURSES. All watercourses with a 100 year peak flow rate of 750 cfs or greater shall be designated as Vista Corridors. Each Vista Corridor shall be established by a continuous scenic easement. The minimum width of the easement shall be one hundred feet. Each Vista Corridor easement shall include, at a minimum, any existing low flow channels, all major vegetation, and the area between the tops of the banks of the watercourses. All Vista Corridors shall be left in a natural state. Before final plat approval, the developer shall show and dedicate all Vista Corridor easements, to the satisfaction of Plan Review and Permit Services staff.

3. VISTA CORRIDOR EASEMENTS-DISTURBED AREAS. The developer shall reconstruct any areas within a Vista Corridor easement that are disturbed by development, to the satisfaction of City Inspection staff.

4. DENSITY CONTINGENCIES. The approved density for this site may be decreased due to drainage issues, topography, NAOS requirements, and other site planning concerns which will need to be resolved at the time of preliminary plat approval. Appropriate design solutions to these constraints may preclude achievement of the proposed units or density on any or all parcels.

5. NON-PROTECTED NATIVE PLANTS. Native plants which are not protected by the Scottsdale Revised Code native plant provisions, but which are necessary for on-site revegetation, are suitable for transplanting, or are necessarily uprooted for road building or similar construction, as

EXHIBIT #1

determined by city staff, shall be stockpiled during construction and shall be replanted in on-site landscape areas by the developer before the final site inspection.

CIRCULATION

1. STREET CONSTRUCTION. Before issuance of any certificate of occupancy for the site, the developer shall dedicate the following right-of-way and construct the following street improvements, in conformance with the Design Standards and Policies Manual:

Street Name/Type	Dedications	Improvements	Notes
Shea Boulevard/ Expressway	65-foot ROW (Existing) See Note A	Right-turn deceleration lane; sidewalk	A, B
Internal Streets/ Local Residential	46-foot Tract (Private)	28 feet BC-BC (roll curb)	C

A. The developer shall dedicate an additional 10 feet of right-of-way along Shea Boulevard from the western property line to the site driveway to accommodate the right-turn deceleration lane and sidewalk. This will increase the right-of-way in this area from 65 feet to 75 feet.
B. The developer shall remove the existing sidewalk along the site frontage on Shea Boulevard **FROM THE WESTERN PROPERTY LINE TO THE SITE DRIVEWAY** and construct a~~n 8~~ **10**-foot wide sidewalk along the site frontage separated from the back of curb of Shea Boulevard by a minimum of 5 feet. **THE DEVELOPER SHALL CONSTRUCT A 5-FOOT WIDE SIDEWALK ABUTTING THE EXISTING SIDEWALK ON SHEA BOULEVARD FROM THE SITE DRIVEWAY TO THE EASTERN PROPERTY LINE TO ACHIEVE A 10-FOOT WIDE SIDEWALK.** ~~The~~ **ALL** sidewalk**S** shall transition to match and connect to the existing sidewalk adjacent to the site.
C. The streets for this site shall be designed and constructed to the Local Residential requirements of the City of Scottsdale ESL Road Design Standards. Five-foot wide sidewalks are required on ~~both~~ **ONE** side~~s~~ of local residential streets for lots less than 20,000 square feet in area~~,~~. ~~including~~ **SIDEWALKS ARE NOT REQUIRED** around the cul-de-sacs. The 46-foot wide tract shall connect to the eastern property line.

2. ACCESS RESTRICTIONS. Before issuance of any certificate of occupancy for the site, the developer shall dedicate the necessary right-of-way, as determined by City staff, and construct the following access to the site. Access to the site shall conform to the Expressway Policy & Shea Boulevard Policy adopted by the City of Scottsdale Transportation Commission. The site access from Shea Boulevard shall conform to the following restrictions (distances measured to the driveway or street centerlines):

   a. The developer shall abandon the existing vehicular non-access easement where the approved street entrance will be located, and shall dedicate a one-foot wide vehicular non-access easement where the previously approved street entrance was located.
   b. There shall be a maximum of one site driveway located approximately 660 feet from 124th Street.
   c. Site access shall be restricted to right-in, right-out only. There shall not be modifications to the existing median.

3. AUXILIARY LANE CONSTRUCTION. Before issuance of any certificate of occupancy for the site, the developer shall dedicate the necessary right-of-way, as determined by City staff, and construct a right-turn deceleration lane at the site entrance on Shea Boulevard, in conformance with the Design Standards and Policies Manual.

4. PRIVATE STREET CONSTRUCTION. All private streets shall be constructed to full public street standards, except equivalent construction materials or wider cross-sections may be approved by City staff. In addition, all private streets shall conform to the following requirements:

   a. Internal private streets shall not be incorporated into the City's public street system at a future date unless they are constructed, inspected, maintained and approved in conformance with the City's public street standards. Before any lot is sold, the developer shall record a notice satisfactory to City staff indicating that the private streets shall not be maintained by the City.
   b. Before issuance of any certificate of occupancy for the site, the developer shall post access points to private streets to identify that vehicles are entering a private street system.
   c. Secured access shall be provided on private streets only. The developer shall locate security gates a minimum of 75 feet from the back of curb to the intersecting street. The developer shall provide a minimum 50-foot wide vehicular turn-around between the public street and the security gate. All one-way streets shall have a minimum width of 20 feet, as measured from face-of-curb to face-of-curb for vertical curbs, or from back-of-curb to back-of-curb for roll or ribbon curbs.

5. EASEMENT ABANDONMENT. With the Development Review Board submittal, the developer shall submit an application to abandon the existing 24-foot ingress/egress cross access easement and utility easement and emergency and service vehicle easement within the site boundaries. The City does not commit to approve any application for abandonment.

DRAINAGE AND FLOOD CONTROL

1. CONCEPTUAL DRAINAGE REPORT. With the Development Review Board submittal, the developer shall submit a conceptual drainage report subject to City staff approval. The conceptual report shall conform to the Design Standards and Policies Manual - Drainage Report Preparation. In addition, the conceptual drainage report shall:

   a. Include a copy of the Letter of Map Revision (LOMR) issued by the Federal Emergency Management Agency on July 2, 2002, which has an effective date of October 24, 2002, for the Flood Insurance Rate Map (FIRM) Number 04013C1705 F.
   b. Include a copy of the revised FIRM (Panel 1705) that was revised to reflect the LOMR dated October 24, 2002.
   c. Include a drainage plan, which shall show flow arrows throughout the site and show the 100-year peak flow rates at entry and exit points of the property and at all culvert entrances.
   d. Reference the floodplain delineation study for Wash "B" prepared by Coe & Van Loo Consultants, Inc., on January 30, 2001, for the Maricopa County Flood Control District.
   e. Identify all wash corridors entering and exiting the site, and provide the peak discharge (100-yr, 6-hr storm event) for a pre- verses post-development discharge comparison of all washes that exit the property.
   f. Determine easement dimensions necessary to accommodate design discharges.
   g. Include flood zone information to establish the basis for determining finish floor elevations in conformance with the Scottsdale Revised Code.

2. STORM WATER STORAGE REQUIREMENT. On-site storm water storage is required for the full 100-year, 2-hour storm event, unless City staff approves the developer's Request for Waiver. See Section 2 of the Design Standards and Policies Manual for waiver criteria.

   a. The Storm Water Storage Waiver that was approved for this site on November 2, 1998, for "Clare Bridge/Crossings @ Scottsdale" is expired.

b. If storm water storage is not provided for the full 100-year, 2-hour storm event, the developer shall submit to the City's One Stop Shop a Request for Waiver Review form, which shall:

(1) Include a supportive argument that demonstrates historical flow through the site will be maintained, and that storm water runoff exiting this site has a safe place to flow.
(2) Include an estimate for payment in-lieu of on-site storm water storage, subject to City staff approval.

c. Before the improvement plan submittal to the Plan Review and Permit Services Division, the developer shall obtain the waiver approval.

3. FLOOD ZONE A. The developer shall not construct any Structures, as defined by the City's Floodplain and Stormwater Ordinance, within Flood Zone A without the approval of the City's Floodplain Administrator.

WATER

1. BASIS OF DESIGN REPORT (WATER). Before the improvement plan submittal to the Plan Review and Permit Services Division, the developer shall obtain approval of the Water Basis of Design Report from the City's Water Resources Department. The report shall conform to the draft Water and Wastewater Report Guidelines available from the City's Water Resources Department. The basis of design report and plan shall:

a. Identify the location, size, condition, and availability of existing water lines and water related facilities such as valves, service lines, fire hydrants, etc.
b. Evaluate the project's water demands and their impact on the existing water system.
c. Determine the need for any additional water lines and water related facilities to support the proposed development.
d. Conform to the City's Integrated Water Master Plan.
e. Identify the timing of and parties responsible for construction of all water facilities.

2. NEW WATER FACILITIES. Before the issuance of letters of acceptance by the City's Inspection Services Division, the developer shall construct all water lines and related facilities necessary to serve the site.

3. WATERLINE EASEMENTS. Before the issuance of any building permit for the site, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all water easements necessary to serve the site.

WASTEWATER

1. BASIS OF DESIGN REPORT (WASTEWATER). Before the improvement plan submittal to the Plan Review and Permit Services Division, the developer shall obtain approval of the Wastewater Basis of Design Report from the City's Water Resources Department. The report shall conform to the draft Water and Wastewater Report Guidelines available from the City's Water Resources Department. The basis of design report and plan shall:

a. Identify the location of, size, condition, and availability of existing sanitary sewer lines and wastewater-related facilities.
b. Evaluate the project's wastewater demands and their impact on the existing wastewater system.

c. Determine the need for any additional wastewater lines and related facilities to support the proposed development.
d. Conform to the City's Wastewater System Master Plan.
e. Identify the timing of and parties responsible for construction of all wastewater facilities.

2. NEW WASTEWATER FACILITIES. Before the issuance of letters of acceptance by the City's Inspection Services Division, the developer shall provide all sanitary sewer lines and wastewater-related facilities necessary to serve the site.

3. SANITARY SEWER EASEMENTS. Before the issuance of any building permit for the site, the developer shall dedicate to the City, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all sewer easements necessary to serve the site.

OTHER REQUIREMENTS

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS. All construction activities that disturb five or more acres, or less than five acres if the site is a part of a greater common plan, shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities. [NOI forms are available in the City of Scottsdale One Stop Shop, 7447 East Indian School Road, Suite 100. Contact Region 9 of the U.S. Environmental Protection Agency at 415-744-1500, and the Arizona Department of Environmental Quality at 602-207-4574 or at web site http://www.epa.gov/region.]
The developer shall:
   a. Submit a completed Notice of Intent (NOI) to the EPA.
   b. With the improvement plan submittal to the Plan Review and Permit Services Division, the developer shall submit a copy of the NOI and a Storm Water Pollution Prevention Plan.

2. SECTION 404 PERMITS. With the improvement plan submittal to the Plan Review and Permit Services Division, the developer's engineer must certify that it complies with, or is exempt from, Section 404 of the Clean Water Act of the United States. [Section 404 regulates the discharge of dredged or fill material into a wetland, lake, (including dry lakes), river, stream (including intermittent streams, ephemeral washes, and arroyos), or other waters of the United States.]

3. DUST CONTROL PERMITS. Before commencing grading on sites 1/10 acre or larger, the developer shall have obtained a Dust Control Permit (earth moving permit) from Maricopa County Division of Air Pollution Control. Call the county 602-506-6700 for fees and application information.

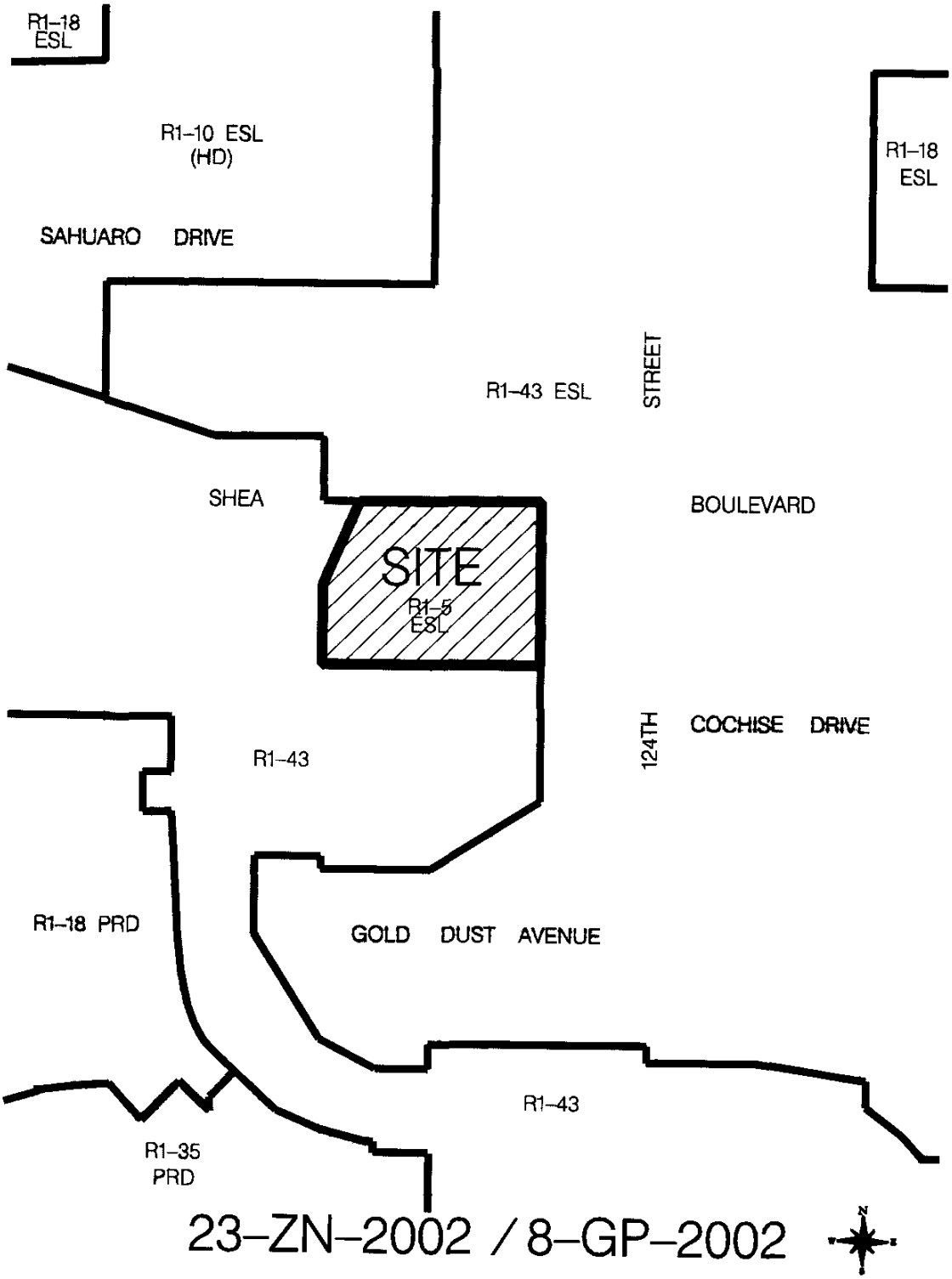
4. UTILITY CONFLICT COORDINATION. With the improvement plan submittal to the Plan Review and Permit Services Division, the developer shall submit a signed No Conflict form (not required for City-owned utilities) from every affected utility company.

5. ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS (ADEQ). The developer shall be responsible for conformance with ADEQ regulations and requirements for submittals, approvals, and notifications. The developer shall demonstrate compliance with Engineering Bulletin #10 *Guidelines for the Construction of Water Systems*, and applicable chapters of the Arizona Administrative Code, *Title 18, Environmental Quality*. In addition:

   a. Before approval of final improvement plans by the Plan Review and Permit Services Division, the developer shall submit a cover sheet for the final improvement plans with a

completed signature and date of approval from the Maricopa County Environmental Services Department (MCESD).

b. Before commencing construction, the contractor or developer shall provide evidence to City staff that a Certificate of Approval to Construct and/or Provisional Verification of General Permit Conformance has been approved by MCESD.
c. Before building permits are issued, the developer shall submit to the City a Certificate of Approval of Construction and/or Verification of General Permit Conformance signed by the MCESD and a copy of the as-built drawings.
d. Before issuance of Letters of Acceptance by the City's Inspection Services Division, the developer shall provide to the City a final set of as-built mylars of the improvements.



23-ZN-2002 / 8-GP-2002

EXHIBIT #2

DEVELOPMENT STANDARDS

SUBDIVISION NAME: Montacino- McDowell Mountain
CASE #: 23-ZN-2002
ZONING R1-5 PCD PRD ESL XX

	ORDINANCE REQUIREMENTS	AMENDED STANDARDS	MAXIMUM ESLO REDUCTION %
A. MIN. LOT AREA	4700 Sq Ft	5300 Sq Ft	
B. MIN. LOT WIDTH			
1. Standard Lot	45 ft (55ft Corner)	39 ft	
2. Flag Lot			
C. MAXIMUM BUILDING HEIGHT	26 ft (see Note #1)	No Change	
D. MIN. YARD SETBACKS			
1. FRONT YARD			
▪ FRONT (to face of building)	15 ft	0 ft	
▪ FRONT (to face of garage)	20 ft (See Note #2)	No Change	
▪ FRONT (corner lot, side street)	10 ft	0 ft	
▪ FRONT (corner lot, adjacent to key lot, side street)	10 ft	No Change	
▪ FRONT (double frontage)	15 ft or 25 ft	No Change	
2 SIDE YARD			
▪ Minimum	0 or 5ft	No Change	
▪ Minimum aggregate	10 ft	No Change	
3. REAR YARD			
▪ Standard Depth	15 ft or 25 ft	No Change	
▪ Min. Depth (% of difference which can be occupied)			
E. DISTANCE BETWEEN BUILDINGS (MIN)			
1. Accessory & Main	8 ft	5 ft	
2. Main Buildings/Adjacent Lots	10 ft	No Change	
F. MAXIMUM WALL HEIGHT			
1. FRONT	3 ft or 6ft up to 33%	No Change	
2. SIDE	8ft	No Change	
3. REAR	8ft	No Change	
4. Corner side not next to key lot	8ft on PL	No Change	
5. Corral fence height (on prop line)			
G. DEVELOPMENT PERIMETER SETBACKS			
H. APPLICABLE ZONING CASES			

I. NOTES & EXCEPTIONS

1. Maximum Building height for residential districts in the ESLO provisions adopted 12-11-01 is twenty-six feet, measured from natural grade.
2. Varies according to the orientation of garage to the street.
3. Front patio cover(s) are allowed in the front yard if: the area that the patio cover encompasses is not more than 20% of the front yard; the patio cover is setback a minimum of 10' from PL.; the patio is constructed so that a min. of 50% of the roof is open.
4. Distances between buildings to accessory buildings must meet building and fire codes.

EXHIBIT #3

DEVELOPMENT STANDARDS

SUBDIVISION NAME MONTACINO MCDOWELL MOUNTAIN

CASE # 222-PA-2002 Q.S. MAP 28-57

ZONING R1-5 PCD [ ] PRD [ ] ESL [XX]

	ORDINANCE REQUIREMENTS	AMENDED STANDARDS	MAXIMUM ESLO REDUCTION %
A. MIN. LOT AREA-	4,700 sf	5,300 sf	
B. MIN. LOT WIDTH			
1. Standard Lot-	45' (55' corner)	39'	
2. Flag Lot-			
C. MAXIMUM BUILDING HEIGHT-	30'		
D. MIN. YARD SETBACKS-			
1. FRONT YARD-			
a. FRONT (to face of building)-	15'	0'	
b. FRONT (to face of garage)-	20' *		
c. FRONT (corner lot, side street)	10'	0'	
d. FRONT (corner lot, adjacent to key lot, side street)-	10'		
e. FRONT (double frontage)	15' or 25'		
2. SIDE YARD-			
a. Minimum-	0' or 5'		
b. Minimum aggregate-	10'		
3. REAR YARD-			
a. Standard Depth	15' or 25'		
b. Min. Depth (% of difference which can be occupied)			
E. DISTANCE BETWEEN BUILDINGS (MIN)-			
a. Accessory & Main-	8'	5'	
b. Main buildings/adjacent lots	10'		
F. MAXIMUM WALL HEIGHT-			
a. FRONT	3' or 6' up to 33%		
b. SIDE	8'		
c. REAR	8'		
d. Corner side not next to key lot	8' on PL		
f. Corral fence height (on prop line)			
G. DEVELOPMENT PERIMETER SETBACKS-			

H. APPLICABLE ZONING CASES-

I. NOTES & EXCEPTIONS- Front patio cover are allowed in the front yard if: the area that the patio cover encompasses is not more than 20% of the front yard; the patio cover is setback a minimum of 10' from PL.; the patio is constructed so that a min. of 50% of the roof is open.

* Varies according to the orientation of garage to the street.

23-ZN-2002
11/12/02

Sec. 5.550. (R1-5) single-family residential district.

Sec. 5.551. Purpose.

This district is intended to provide an urban single-family residential development. This district is the most intense single-family district and provides a patio home style of development. It should provide a transition between attached and multi-family residential areas and modest density single-family areas. Uses incidental or accessory to dwellings, recreational, religious and educational facilities are included.
(Ord. No. 2293, § 1, 5-15-90)

Sec. 5.552. Use regulations.

A. *Permitted uses.* Buildings, structures or premises shall be used and buildings, structures and premises shall hereafter be erected, altered or enlarged only for the following uses:

1. Any use permitted in the (R1-43) single-family residential district (section 5.102A).

B. *Permitted uses by conditional use permit.* Any use permitted by conditional use permit in the (R1-43) single-family residential district (section 5.102B).
(Ord. No. 2293, § 1, 5-15-90; Ord. No. 3048, § 2, 10-7-97; Ord. No. 3034, § 1, 11-4-97; Ord. No. 3103, § 1, 1-6-98)

Sec. 5.553. Approvals required.

Development Review Board approval shall be obtained as outline in article I, section 1.900 hereof, prior to development of any municipal use, or any use requiring a conditional use permit, or for any common recreation facilities, guard houses, perimeter walls or common area landscaping.
(Ord. No. 2293, § 1, 5-15-90; Ord. No. 3225, § 1, 5-4-99)

Sec. 5.554. Property development standards.

The following property development standards shall apply to all land and buildings in the R1-5 district:

A. *Lot area.*

1. Each lot shall have a minimum area of not less than ~~four thousand seven hundred (4,700)~~ **FIVE THOUSAND THREE HUNDRED SQUARE FEET (5,300)**

B. *Lot dimensions.*

1. Low width. All lots shall have a minimum width of ~~forty-five (45)~~ **THIRTY NINE (39) FEET**. All corner lots at the intersection of two (2) streets shall have a minimum width of ~~fifty-five (55)~~ **FORTY FIVE (45) FEET**.

2. Lot depth. All lots shall have a minimum depth of eight-five (85) feet.

C. *Density.* There shall not be more than one (1) single-family dwelling unit on any one (1) lot.

D. *Building height.* No building shall exceed thirty (30) feet in height, except as otherwise provided in article VII.

E. *Yards.*

1. Front Yard.

a. There shall be a front yard which provides the following setbacks:

1. ~~Fifteen (15)~~ **ZERO (0) FEET** from the property line to the main building.

b. Where lots have double frontage on two (2) streets the required yard where access is not provided shall be:

1. ~~Fifteen (15)~~ **ZERO (0) FEET** from the property line where the street is a local residential street; or

2. Twenty-five (25) feet from the property line where the street is a collector, arterial, parkway, expressway or freeway classification.

These requirements do not apply to fences and walls, pools and accessory buildings.

c. Where the lot is located at the intersection of two (2) or more streets there shall be a yard conforming to the front yard requirements on the street with the narrowest frontage and a yard of not less than ten (10) feet in depth from property line to the main building.

2. Side Yards.

a. There shall be a side yard on each side of a building of zero (0) feet or five (5) feet or more.

b. There shall be an aggregate side yard width of ten (10) feet.

c. If there is to be a side yard setback of zero (0) feet, all side yards for lots within the residential block where the zero (0) side yards occur shall be clearly identified on the recorded subdivision plat.

3. Rear Yard. There shall be a rear yard of:

a. Fifteen (15) feet where the rear yard abuts R1-5, R-4, R-4R, R-3, R-5, commercial, office, industrial or open space districts; or

b. Twenty-five (25) feet where the rear year abuts other R1 (single-family) districts.

4. Other requirements and exceptions as specified in article VII.

F. *Garage setbacks.*

1. The garage or carport shall be set back from the back of street improvements according to the following table:

Angle of the face of the garage from parallel to the street	Minimum setback
0° (parallel) to 29°	20'
30° to 44°	17'

45° to 59°	14'
60° +	10'

In no case shall the garage or carport face be closer to the property line than ten (10) feet.

2. The sides and rear walls of a garage or carport shall conform to the standard main building yard requirements.

G. *Distance between buildings.*

1. There shall not be less than ~~eight (8)~~ **FIVE (5) FEET** between an accessory building and main building.

2. The minimum distance between main buildings on adjacent lots shall not be less than ten (10) feet.

H. *Buildings, walls, fences and landscaping.*

1. Walls, fences and hedges not to exceed eight (8) feet in height shall be permitted on the property line or within the required side or rear yard. Walls, fences and hedges shall not exceed three (3) feet in height on the front property line or within the required front yard except as provided in article VII, subsection E.1.b. above and subsection 2 below. The height of the wall or fence is measured from inside of the enclosure.

2. In the front yard walls and fences a maximum of six (6) feet in height are allowed provided:

   a. The yard enclosed by such wall or fence shall not include more than thirty-three (33) percent of the area between the front property line and the front setback line.

   b. The wall or fence shall be set back three (3) feet from the front property line.

   c. The provisions of section 7.104 shall apply on corner lots.

3. In the required front yard patio covers are allowed when in conjunction with the enclosure of the front yard (as provided in section 5.554.H.2) subject to the following requirements:

   a. The area encompassed by the patio cover shall not include more than twenty (20) percent of the area between the front property line and the front setback line.

   b. The patio cover shall be set back a minimum of ten (10) feet from the front property line.

   c. The patio cover shall be structurally integrated with similar or compatible building materials to the roof system of the main building.

   d. The patio cover shall be constructed so that a minimum of fifty (50) percent of the roof structure is open and unobstructed to the sky.

I. *Access.* All lots shall have vehicular access on a dedicated street, unless a secondary means of permanent vehicular access has been approved on a subdivision plat.

(Ord. No. 2293, § 1, 5-15-90; Ord. No. 2509, § 1, 6-1-93)

Sec. 5.555. Off-street parking.

The provisions of article IX shall apply.

(Ord. No. 2293, § 1, 5-15-90)

Sec. 5.556. Signs.

The provisions of article VIII shall apply.

(Ord. No. 2293, § 1, 5-15-90)

RESOLUTION NO. 6229

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE THE TERMINATION OF DEVELOPMENT AGREEMENT NO. 98-0108 FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF SHEA BOULEVARD AND THE CAP CANAL.

WHEREAS, on August 18, 1998, the City Council approved Development Agreement No. 98-0108 in Resolution No. 5134; and

WHEREAS, the City and the Owner of the Property subject to the Development Agreement have voluntarily agreed that upon the effective date of Rezoning Case No. 23-ZN-2002, Development Agreement No. 98-0108 should no longer be of any force and effect; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That on the effective date of Rezoning Case No. 23-ZN-2002, Development Agreement No. 98-0108 shall be of no further force and effect.

Section 2. That Mayor Mary Manross is authorized to execute the attached "Termination of Development Agreement No. 98-0108."

Section 3. That the City Clerk is hereby directed to record the "Termination of Development Agreement No. 98-0108" with the Maricopa County Recorder within ten (10) days of its completion and execution by all parties.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 21st day of January, 2003.

ATTEST:

By:_____
Sonia Robertson
City Clerk

CITY OF SCOTTSDALE, an Arizona municipal corporation

By:_____
Mary Manross
Mayor

APPROVED AS TO FORM:

By: Patricia J. Boomsma for
David A. Pennartz
City Attorney

ATTACHMENT #12

When Recorded Return to:

Lila Madden (Sonia Robertson, City Clerk)
ONE STOP SHOP FOR RECORDS
City of Scottsdale
7447 E. Scottsdale Road, Suite 100
Scottsdale, AZ 85251

Agreement No. 98-0108A

TERMINATION OF DEVELOPMENT AGREEMENT NO. 98-0108

This Agreement to terminate Development Agreement No. 98-0108 ("Termination Agreement") is entered into the 21st day of January, 2003, by and between Montacino McDowell Mountain, L.L.C., an Arizona limited liability company (Owner), and the City of Scottsdale, Arizona, an Arizona municipal corporation (City).

RECITALS

A. Arizona Revised Statutes § 9-500.05 authorizes the City to enter into a Development Agreement with a landowner or any other person having an interest in real property located in the City, and provides for the cancellation of such an Agreement upon the mutual consent of the parties or their successors in interest.

B. Owner has an interest in real property located at the southeast corner of Shea Boulevard and the CAP Canal within the incorporated boundaries of the City, specifically described on Exhibit "A" attached hereto and incorporated by this reference (the "Property").

C. The Property is the subject of rezoning in Case No. 23-ZN-2002 (the "Rezoning"). If the Property is rezoned to R1-5 as proposed in that case, the purpose of Development Agreement No. 98-0108 will be mooted as that Agreement was adopted to implement the development concept approved in the previous rezoning, Case No. 12-ZN-98. If the Rezoning is not approved, this Termination Agreement is of no force and effect.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated by this reference.

2. Effective Date. The effective date of this Termination Agreement is the effective date of Rezoning Case No. 23-ZN-2002. If the Rezoning is not approved, or if it is repealed or defeated in a referendum election, this Termination Agreement is of no force or effect.

3. Interest of Parties. Owner warrants that it is the fee title owner of the Property, and that no other liens or other title impediments exist against this property.

4. Termination. Agreement No. 98-0108 is hereby terminated upon execution of this Termination Agreement by Owner and City, and recordation of this Termination Agreement in the Office of the Maricopa County Recorder.

5. Authority. The individuals signing this Termination Agreement represent to each other that they have full power and authority to enter into this Termination Agreement for their respective parties, and are authorized and empowered to bind the party on whose behalf each individual is signing. The parties further represent that all necessary actions have been taken to give full force and effect to this Termination Agreement. Owner represents and warrants that it is duly formed and validly existing under the laws of the state of its formation, and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. Owner warrants that the individual executing the Agreement has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Termination Agreement.

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

ATTEST:

CITY OF SCOTTSDALE, an Arizona municipal corporation

By:_____
Sonia Robertson, City Clerk

By:_____
Mary Manross, Mayor

APPROVED AS TO FORM:

By:_____
David A. Pennartz, City Attorney

OWNER:
MONTACINO MCDOWELL MOUNTAIN, L.L.C., an Arizona Limited Liability Company

By:_____
[Name]
Its:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, on behalf of _____.

_____
Notary Public

My Commission Expires

_____

Exhibit A

A portion of G.L.O. Lot 10 and portion of G.L.O. Lot 11, Section 26, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and more particularly described as follows:

Beginning at the Northwest corner of said Section 26, thence North 89 degrees 26 minutes 40 seconds East and along the North line of said Section 26, a distance of 1,759.26 feet; thence South 22 degrees 27 minutes 24 seconds West, a distance of 70.62 feet to the TRUE POINT OF BEGINNING of the herein described parcel; thence North 89 degrees 26 minutes 40 seconds East parallel to and 65.00 feet South of the North line of said Section 26 and along the South right of way line of Shea Boulevard, a distance of 576.64 feet; thence South 0 degrees 27 minutes 30 seconds East and along the East line of said G.L.O. Lot 10, Section 26, a distance of 429.89 feet; thence South 89 degrees 24 minutes 44 seconds West and along the North line of the South 165 feet of said G.L.O. Lots 10 and 11, Section 26, a distance of 659.18 feet; thence North 0 degrees 26 minutes 53 seconds West and along the West line of said G.L.O. Lot 11, Section 26, a distance of 235.25 feet; thence North 22 degrees 27 minutes 24 seconds East, a distance of 211.87 feet to the TRUE POINT OF BEGINNING.

EXCEPT all coal, oil, gas and other mineral deposits, as reserved in the Patent from the United States of America.

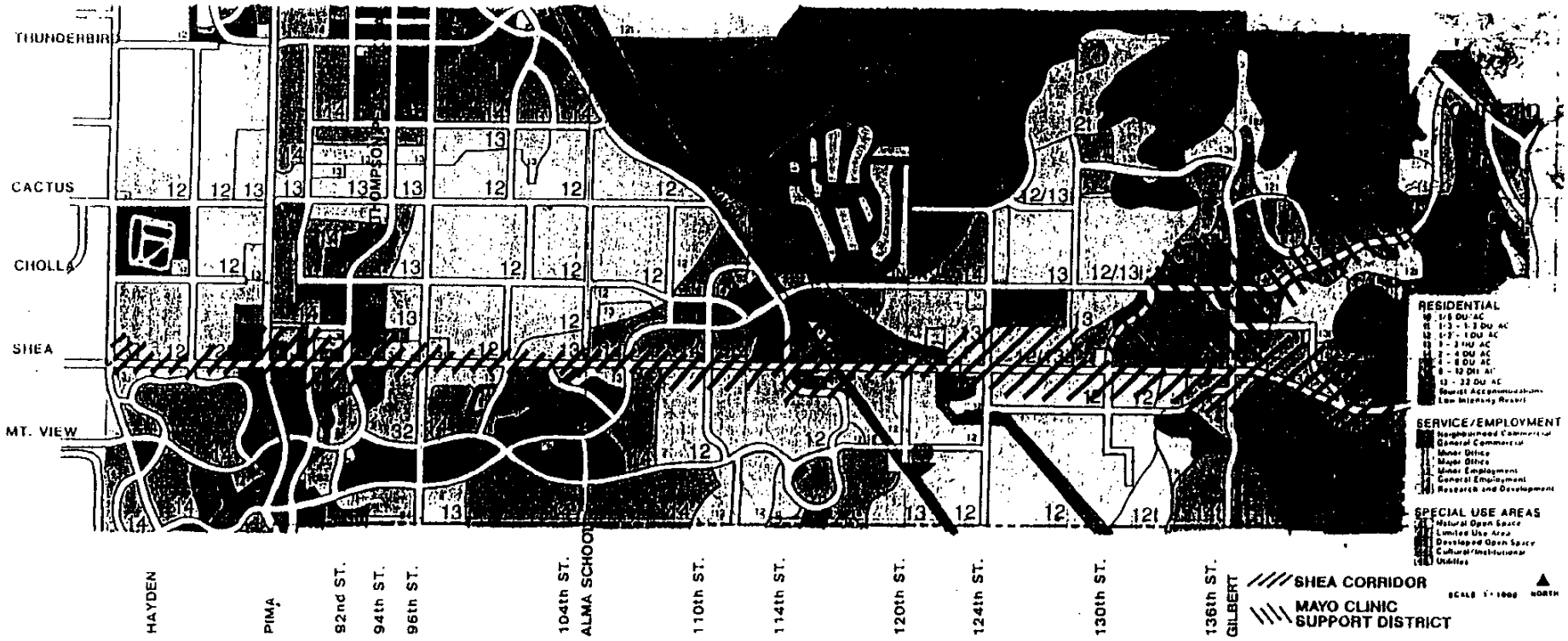
CURTIS

SHEA AREA PLAN

ADOPTED JUNE 15, 1993

SEE ALSO STREETSCAPE

ATTACHMENT #13


THUNDERBIRD
CACTUS
CHOLLA
SHEA
MT. VIEW
HAYDEN
PIMA
92nd ST.
94th ST.
96th ST.
104th ST.
ALMA SCHOOL
110th ST.
114th ST.
120th ST.
124th ST.
130th ST.
136th ST.
GILBERT
RESIDENTIAL
SERVICE/EMPLOYMENT
SPECIAL USE AREAS
SHEA CORRIDOR
MAYO CLINIC SUPPORT DISTRICT
NORTH

UMBRELLA GOALS, POLICIES, AND GUIDELINES

(To be applied throughout the study area boundaries for land developed under the current land use plan or optional criteria.)

The Shea Area Plan contains policies and guidelines that establish the initial minimum threshold for a project to be considered by the city. City Boards, Commissions, and the City Council may consider additional guidelines/requirements when reviewing specific development requests. This additional information would be based on a review of the issues associated with the request.

GOAL - ENHANCE AND PROTECT EXISTING NEIGHBORHOODS.

INTENT: New development should blend into the existing land use patterns without creating negative off-site impacts.

POLICY 1 - New development should be compatible to existing development through appropriate transitions.

GUIDELINES:

The following techniques are suggested to encourage compatibility with adjoining land uses

1) Building heights at the edges of the parcel should reflect those already established by the existing neighborhood.
2) Setbacks at the edges of the parcel should equal those of adjoining parcels.
3) Where a multi-family project bounds a single family development, overall building mass at the edges of the parcel should be comparable to existing homes.
4) Buffering techniques such as landscaping, open space, parks, and trails should be used whenever possible.
5) Where desired by the adjacent neighborhood, new residences should face other existing homes when a street borders the two developments.
6) Project walls that are not adjacent to Shea Boulevard, should be limited to six (6) feet in height and should provide variations in height and alignment.
7) Proposals for new development should be reviewed with the neighbor hood directly adjacent to the development and established neighborhood associations. This review should be accomplished by the applicant or their representative prior to the public hearing process.

POLICY 2 - Parcels should develop without encouraging neighborhood assemblages. It is desirable to unite undeveloped, individually owned parcels into a common development.

GUIDELINES:

1) Development proposals should not include the assemblage of established neighborhoods if an assemblage does not fit criteria established by the city's Neighborhood Assemblage Policy.

2) New development which creates a de-stabilizing effect on a neighborhood should be discouraged. De-stabilization is defined by one or more of the following if the development:

   a) Alters normal flows of traffic near a neighborhood or creates an increase in traffic through a neighborhood.
   b) Creates pressure for a change in land use nearby if the change is not desired.
   c) Isolates small clusters of homes or existing neighborhoods.
   d) Does not include transition and buffering near the existing neighborhood.

GOAL - ENCOURAGE SITE PLANNING WHICH IS SENSITIVE TO ENVIRONMENTAL FEATURES

INTENT: Existing city policies provide for strong environmental protection and should be followed and actively enforced.

POLICY 1 - Open space should be provided to link neighborhoods with trails and recreational areas, act as buffers between major streets and adjacent land uses, provide for drainage, and protect significant habitat corridors, and to visually enhance the character of the area.

GUIDELINES:

1) The following dimensions establish a base line for the Shea Scenic Corridor. Actual dimensions should be determined on a case by case basis.
   a) Minimum width of 50' for single family areas, with an average width of 60'.
   b) Minimum width of 80' for all other uses, with an average width of 100'.
2) Buildings that are adjacent to the Shea scenic corridor are encouraged to be single story so that views to the mountains and to the south are preserved.
3) Open space corridors should follow dimensions as outlined in the Environmentally Sensitive Lands Ordinance.

POLICY 2 - Encourage the preservation of unique natural features and open spaces.

GUIDELINES:

1) Sensitive and unique deserts areas, previously identified in other planning efforts, should be preserved as open space for passive public recreational activities and to maintain the visual character of the area.
2) Washes should remain in a natural condition to provide for movement of wildlife and storm water, and major washes should be designated as vista corridors to enhance mountain views.
3) Site grading and disturbances will follow all city ordinances and guidelines.

POLICY 3 - Encourage a thematic streetscape to be applied to Shea Boulevard within the boundaries of the scenic corridor.

GUIDELINE - The city should develop a streetscape program to be applied to Shea Boulevard that includes elements such as wall design, paving design, street graphics, signage, city entries, and other elements that would relate to creating a "gateway" feel for Shea Boulevard.

GOAL - PROVIDE FOR AN EFFICIENT ROAD NETWORK AND PROMOTE ALTERNATIVE MODES OF TRAVEL.

INTENT: Shea Boulevard should be built according to anticipated traffic demands. Limit site access, median breaks, and traffic signal locations in accordance with the Shea Boulevard Transportation/Access Policy to be approved within six months of the Shea Area Plan.

POLICY 1 - Improve Shea Boulevard, when volumes warrant, according to the 1992 Shea Boulevard Traffic Study.

GUIDELINES:

1) The interchanges shown on the circulation element should be removed from the following Shea Boulevard intersections: Frank Lloyd Wright Blvd., Via Linda, and 92nd Street.
2) From Pima to 96th Street, Shea should be built in a manner that will minimize traffic congestion.
3) Access to Shea should be according to the Shea Boulevard Transportation/Access Policy.

POLICY 2 - The trail system should be maximized as an alternative transportation route.

GUIDELINES:

1) To provide safe and convenient access to areas north and south of Shea, underpasses should be built near the intersections of 136th and 124th streets and Shea Boulevard.
2) A continued effort should be made to secure trail access along the CAP canal, as illustrated in the Circulation Element of the General Plan.

POLICY 3 - Transit service should be expanded within the Shea Corridor , the Adobe Ranch activity center in the vicinity of Frank Lloyd Wright Boulevard and Shea, and near the Mayo Clinic.

GUIDELINES:

1) Expand bus service along Shea at Frank Lloyd Wright Boulevard and near the Mayo Clinic.
2) Transit improvements including signage, bus pullouts, shelters, and bicycle locking equipment should be provided along all bus routes.
3) Transit stops should be located near concentrations of housing and employment.

SHEA CORRIDOR GOALS, POLICIES, AND GUIDELINES

THE SHEA CORRIDOR IS AN AREA WHICH IS GENERALLY 1/4 MILE NORTH AND 1/4 MILE SOUTH OF SHEA AND RUNS FROM HAYDEN ON THE WEST TO THE EAST CITY LIMIT LINE.

GOAL - A VARIETY OF RESIDENTIAL HOUSING CHOICES SHOULD BE PROVIDED.

INTENT: Create housing opportunities that will allow residents to live near schools and employment areas.

POLICY - Enhance and protect the existing residential areas while allowing flexibility in residential parcels having Shea frontage.

GUIDELINES

1) The umbrella goals, policies, and guidelines should be followed.
2) Undeveloped properties can develop according to the current land use plan, or optional criteria as illustrated in 3-5 below.
3) Encourage a single family housing pattern that will provide a compatible buffer between low and middle density housing. Depending on how well it can blend with the existing neighborhood, a maximum of 4 du/ac could be considered for parcels where the adjoining land use is less intense.
4) Unless the surrounding land use intensity is greater, a minimum parcel size of 20 acres is necessary to achieve the maximum density, so that a transition to the surrounding neighborhood can be made. For parcels having more land area, flexibility in densities could be considered.
5) For parcels at the intersection of Shea and an arterial or greater street, consider multi-family residential projects on any developable corner of the intersection.

GOAL: ALLOW FOR NEW EMPLOYMENT OPPORTUNITIES

INTENT: Provide opportunities for destination medical or corporate office, and land uses that would support tourism, corporate business, or medical activity. These uses should demonstrate a compatible fit into the unique environment of the Shea Area.

POLICY - Allow employers offering uses such as medically related services, ~~or~~ corporate headquarters, or hotel accommodations.

GUIDELINES:

The following are examples of land uses that could be considered:

1) Medical offices and clinics having a regional or national reputation.
2) Corporate office headquarters.
3) Medical practice offering a unique approach to conventional medical practice.
4) Research and development activities.
5) Hotel accommodations and related support facilities such as: restaurants, recreation, and specialty retail. The specialty retail use should provide goods and services that cater primarily to visitors.
6) Other similar uses which could provide similar advantages to the city.

Developments should include these features:

7) Implementation of the umbrella goals, policies, and guidelines.
8) The use should be located at the intersection of Shea Blvd. and a major collector or larger street, on any developable corner of the intersection.
9) The parcel should be a size so that appropriate site buffering can occur.
10) Access to and from Shea should be according to the Shea Boulevard Transportation/Access Policy.
11) The overall character of the site should be a campus orientation where buildings are clustered and connected through a strong pedestrian plan.
12) Impacts to the existing landscape should be minimized through building colors, height restrictions, native plant revegetation, and screening views from off-site areas.
13) Where an office adjoins a residential land use, there should be special attention given to protect the existing homes' privacy through: 1) stepped down building heights, 2) dense native plant buffers (tree spacing not more than 30 feet on center or equivalent groups), and 3) plan site elements to locate activity areas away from the residential areas.

GOAL - PROVIDE FOR A FULL RANGE OF RETAIL SERVICES.

INTENT: Neighborhood retail should be developed in locations currently planned along Via Linda, Frank Lloyd Wright Boulevard, and away from the Shea Corridor. Higher order goods and services should occur in areas planned for this level of retail such as Shea/Pima, as well as other areas outside the Shea Corridor that have been identified by previous planning efforts.

POLICY - Neighborhood level retail centers which provide everyday goods and services such as groceries, drug stores, dry cleaning, etc. should occur within the neighborhoods, on arterial streets, and outside of the Shea Corridor so that convenient vehicular and pedestrian access can occur and local traffic will not need to use Shea Boulevard. The umbrella goals, policies, and guidelines should be followed.

MAYO SUPPORT DISTRICT GOALS, POLICIES, AND GUIDELINES

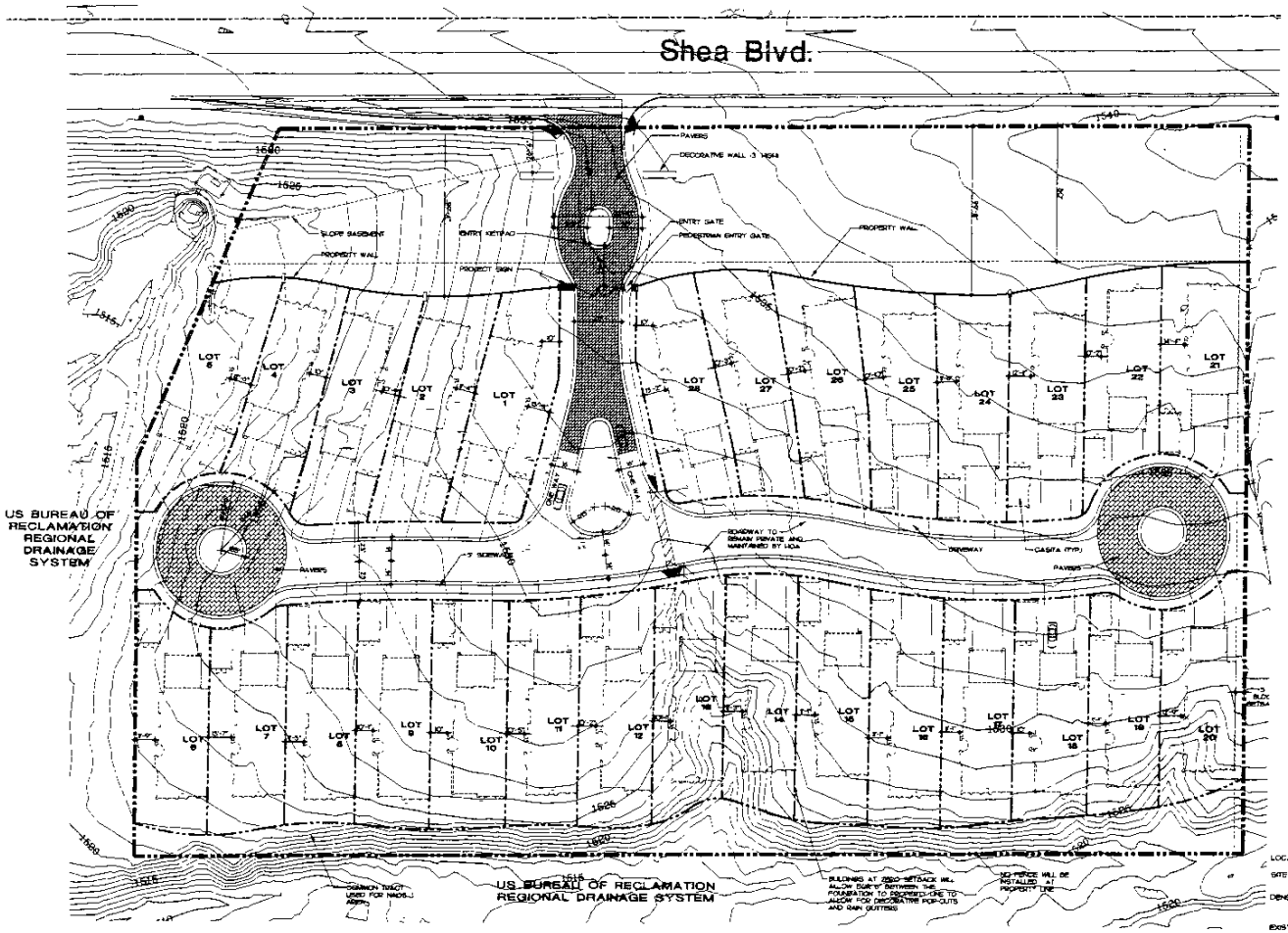
GOAL - ENHANCE A SUPPORT SERVICES DISTRICT NEAR THE MAYO CLINIC.

INTENT: Support uses for the Mayo Clinic should cluster near the clinic so that a pedestrian environment can be achieved, thus minimizing the necessity of travel on Shea for clinic patrons and employees.

POLICY - For a specific area surrounding the Mayo Clinic, a Mayo Clinic support district should be established. Within this district, a flexible approach to locating support uses should be considered.

GUIDELINES:

1) All development should follow the umbrella goals, policies, and guidelines.
2) Support uses could include, but are not limited to: hotels, restaurants, specialty retail, offices, research and development campus, housing, and educational facilities. Other support uses should be evaluated based on whether they follow the intent of this policy.
3) Actual locations of support uses should be reviewed using the following criteria:
   a) The use is appropriate for the site in terms of intensity, and environmental sensitivity.
   b) There should be a compatible relationship to the existing developed land.
   c) The use fulfills a demand for one of the support uses listed.
   d) There should be strong pedestrian linkages between the Clinic and surrounding support uses. Cart paths could also be incorporated to shuttle clinic patients.



MONTACINO
MCDOWELL MOUNTAIN
ESTATE VILLAS

DEVELOPMENT SUMMARY

LOCATION:	S.W.C. OF EAST & SHEA BLVD
SITE ACREAGE:	6.325 ACRES (NET) / 7.226 ACRES (GROSS)
DENSITY:	3.87 DU/AC (28 UNITS TOTAL-BASED ON NET AREA)
EXISTING ZONING:	R-5 W/ USE PERMIT (ASSISTED CARE FACILITY)
PROPOSED ZONING:	R-5 (SINGLE FAMILY)
PRE-APPLICATION NO.:	222-PA-2002
MIN. LOT AREA:	5,300 S.F.
MIN. LOT WIDTH:	39'
MIN. LOT DEPTH:	85'
NUMBER OF LOTS:	28
MAXIMUM BUILDING HT.:	24'-8" (FROM NATURAL GRADE)

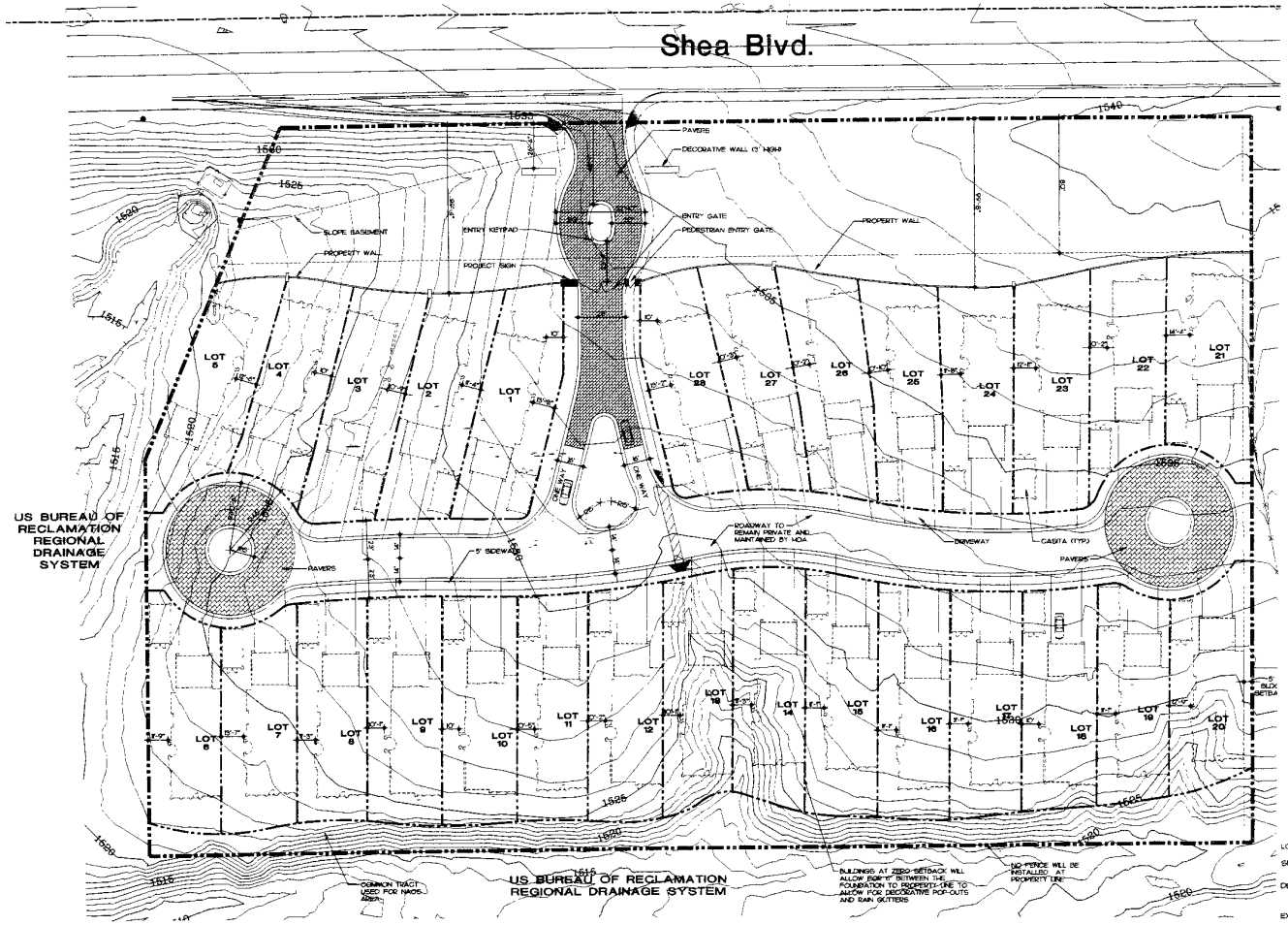
SITE PLAN

NORTH

0 10' 20'

ATTACHMENT #14

23-ZN-2002
11/12/02



MONTACINO
MCDOWELL MOUNTAIN

DEVELOPMENT SUMMARY

LOCATION	S.W.C. OF 24ST & SHEA BLVD
SITE ACREAGE	6.323 ACRES (NET) / 7.226 ACRES (GROSS)
DENSITY	3.87 DU/AC (28 UNITS TOTAL-BASED ON NET AREA)
EXISTING ZONING	R-5 W/ USE PERMIT (ASSISTED CARE FACILITY)
PROPOSED ZONING	R-5 (SINGLE FAMILY)
PRE-APPLICATION NO.	222-PA-2002
MIN. LOT AREA	5,300 S.F.
MIN. LOT WIDTH	35'
MIN. LOT DEPTH	85'
NUMBER OF LOTS	28
MAXIMUM BUILDING HT.	24'-1" (FROM NATURAL GRADE)

SITE PLAN

NORTH

0 10'

ATTACHMENT #14

23-ZN-2002
11/12/02

City Council Report

MEETING DATE: January 21, 2003 ITEM NO. 4 GOAL: Coordinate Planning to Balance Infrastructure

SUBJECT

Zoning Ordinance Text Amendment for Private and Charter Schools in the Industrial Park (I-1) District

REQUEST

Request to approve
1. A text amendment to the City of Scottsdale Zoning Ordinance (Ordinance No. 455) to amend Article V., District Regulations., Section 5.1803., Use Regulations. to allow for private and charter schools within the Industrial Park (I-1) District by conditional use permit.
2. Adopt Ordinance No. 3488 affirming the above text amendment.

5-TA-2002

Related Case:
26-UP-2002: A request for a Use Permit for a private or charter school located at 9318 N 95th Wy

Key Items for Consideration:
- Planning Commission recommends approval, 6-0.

APPLICANT CONTACT

Jordan Rose
Jorden, Bischoff, McGuire & Rose
480-505-3900

LOCATION

All locations with Industrial Park (I-1) zoning, citywide.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
To amend the Zoning Ordinance to allow private and charter schools to locate in areas with I-1 zoning with a Use Permit.

Community Impact.
This action could have the following impacts:
- Reduce the number of private and charter school that seek to locate in established residential areas
- Conflicts between existing industrial uses and new schools could be reduced with the proposed Use Permit criteria
- Impacts of airplane noise could be reduced with the proposed Use Permit criteria

IMPACT ANALYSIS

Traffic.
As part of the Planning Commission and City Council review of individual Use Permit the city can determine if the addition of a school to an industrial area will create a traffic problem.

Schools District comments/review.
Scottsdale Unified School District has been notified of this application and no comments have been received at this time.

Policy implications.
The policy implications for this request involve four main issues:

- Making use of properties that are less sensitive than residential neighborhoods to the extra traffic and noise that can be caused by schools.
- Protecting schools from the noise and odors that can be generated by industrial land uses.
- Protecting schools from the noise that can be generated by air traffic at Scottsdale Airport.
- Conserving land with employment zoning which allows for future job creation.

Making use of properties that are less sensitive than residential neighborhoods to the extra traffic and noise that can be caused by schools.
Schools, especially private and charter schools usually need to have an established residential base before they are able to locate in an area. Once the residences are in place, the people who live there become accustomed to the land uses and traffic patterns of the neighborhood. A proposed school is often seen as a threat to a neighborhood, and the approval process for schools can become very contentious. Schools in industrial areas will probably have fewer of these issues because industrial uses are typically less sensitive to change than residential uses, and streets in industrial areas are generally not busy except for the morning and evening commutes.

Protecting schools from the noise and odors that can be generated by industrial land uses.
Compatibility between industrial uses and schools is a very important part of this text amendment. The noise and odors that can be generated by industrial processes can have a negative impact on schools. Scottsdale has an advantage in this aspect because much of our industrial land is used for offices and warehouses that do not impact schools. The applicant has requested that a Use Permit be required for any private or charter school that wants to locate in an area with I-1 zoning. This will allow the Planning Commission and the City Council to review the uses that are close to a school before a Use Permit is approved. The Use Permit requirement will not, however, prevent an allowed industrial use from locating close to a school after the school is established.

Protecting schools from the noise that can be generated by air traffic using Scottsdale Airport.
The sound generated by aircraft at Scottsdale Airport has been a concern for many years, especially to citizens who live close to the airport. The city staff that manage the airport is also concerned about locating land uses in proximity to the airport that could be impacted by its operation. Schools are acknowledged as noise sensitive uses, and staff wants to make sure that the airport can be a good neighbor to any new schools that locate in that area.

Airport noise has been the subject of a great deal of study. These studies have

created methods of measuring airport noise. The established measurement is known as DNL, which stands for day-night sound level. DNL is a measure of cumulative sound energy generated by aircraft over a 24-hour period. In Scottsdale, aircraft noise is tracked at levels of 55, 60, and 65 DNL. Noise compatibility studies that are done for the airport have shown where these noise levels are experienced on the ground. (Attachment 4) The Federal Government considers 65 DNL to be the threshold of significant impact on noise sensitive uses. These uses include: residences, hospitals, nursing homes, churches, concert halls, outdoor music shells and schools. Scottsdale considers noise levels between 55 and 60 to have an on noise sensitive uses.

To address these noise concerns, staff is recommending that private and charter schools not be allowed in areas with a DNL of 60 or more, and that special requirements be made of schools that request locations in areas with a DNL between 55 and 60. To accomplish the restriction for areas above 60 DNL, the Zoning Ordinance would not allow applications to be accepted in those areas. If this restriction were put into place, it would prohibit private and charter schools from approximately 40% of the industrially zoned land surrounding the airport. The stricture would also prevent the placement of these schools on roughly 20% of the industrial land that straddles the 101 Freeway, north of the CAP Canal.

To address applications between the 55 and 60 DNL, staff is proposing that new private and charter schools use sound attenuation measures to reduce outside-to-inside noise by 25 db, as shown in the Model Building Code contained in the Scottsdale Airport Noise Compatibility Plan. (Attachment 5)

Conserving land with employment zoning.
Industrially zoned land can be viewed as a resource for the community. It allows for a variety of employment uses that create jobs for Scottsdale residents. One of the goals of the city has been to create a community where residents could live, work and play. Scottsdale Airpark, and other areas of the City with industrial zoning have created many employment opportunities for Scottsdale's citizens. The number of private and charter schools that seek to locate within Scottsdale should not negatively impact this inventory of industrial land.

Proposed Use Permit Criteria.
The applicant has proposed specific Use Permit criteria for private or charter schools. These criteria will be in addition to the general criteria for all Use Permits which are:

A. That the granting of such conditional use permit will not be materially detrimental to the public health, safety or welfare. In reaching this conclusion, the Planning Commission and the City Council's consideration shall include, but not be limited to, the following factors:
   1. Damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination.
   2. Impact on surrounding areas resulting from an unusual volume or character of traffic.
   3. There are no other factors associated with this project that will be materially detrimental to the public.
B. The characteristics of the proposed conditional use are reasonably compatible with the types of uses permitted in the surrounding areas.

The additional criteria proposed by the applicant are:

24. Private and charter school having no room regularly used for housing or sleeping overnight. Subject to Development Review Board approval and compliance with standards including, but not limited to, the following as well as those otherwise required in the district.

    (a) Location: All proposed private and charter schools shall be located a minimum of five hundred (500) feet from any adult use.
    (b) Lot area: The minimum lot area shall be equal to that required for the district, except that no lot shall be less than forty-three thousand (43,000) square feet (net).
    (c) Noise: There shall be no outside speaker system or bells if the school building is within one hundred (100) feet of a single-family dwelling or multifamily dwelling unit.
    (d) Lighting: All lighting adjacent to residential districts shall be setback a minimum of thirty (30) feet from the property line.
    (e) Open Space: Per underlying zoning district open space requirements. All NAOS requirements of the district must be met and may be applied towards the overall open space requirements subject to compliance with NAOS standards.
    (f) Parking: Parking shall observe the front yard setbacks of the district for all frontages. Parking shall be located and screened per the requirements of the district. A twenty-foot minimum landscaped setback shall be provided where parking is adjacent to residential districts.
    (g) Outdoor recreation area: All outdoor playgrounds and recreation areas shall be enclosed by a six (6) foot wall or fence to protect the safety and welfare of the students, and shall be located within the side or rear yard.
    (h) Drop-off area: a drop-off area shall be located along a sidewalk or landing area connected to the main entrance of the school. The drop off area shall accommodate a minimum of ten (10) vehicles. A larger drop off area shall be required if justified by the traffic analysis.
    (i) Any public trails or pedestrian connections shall be incorporated into the site plan and approved by the Development Review Board.
    (j) Circulation plan: The applicant shall submit a circulation plan to insure minimal vehicular conflicts between the student drop-off area, potential van and bus drop-off area, parking, access driveways, pedestrian and bicycle paths on site.

In order to address the concerns about the noise generated by aircraft at Scottsdale Airport, staff recommends that an additional requirement be added to the Use Permit criteria:

No conditional use permit application for a proposed private and charter school shall be deemed complete unless the Zoning Administrator has determined that the following condition exists: the proposed private and charter school, if established, would not be located within the 60 DNL, or higher, noise contour, as shown in the General Plan and Zoning Map located in the latest Scottsdale Airport Noise Compatibility Plan.

Staff also recommends that the following criterion be added:

(k) Airport Noise Mitigation: Applications located between the 55 DNL and the 60 DNL noise contour, as shown in the General Plan and Zoning Map, located in the latest Scottsdale Airport Noise Compatibility Plan shall use sound attenuation measures to reduce outside-to-inside noise by 25 db. These sound attenuation measures are shown in the Model Building Code contained in the Scottsdale Airport Noise Compatibility Plan.

OPTIONS AND STAFF RECOMMENDATION

Description of Option A:
The City Council could choose to approve the request, subject to stipulations.

Description of Option B:
The City Council could choose to continue the case to obtain more information or citizen input.

Description of Option C:
The City Council could modify the request to allow schools without a Use Permit in I-1 zoning, or to change the requirement for applications close to the airport.

Description of Option D:
The City Council could choose to deny the request.

Recommended Approach:
Staff recommends approval, subject to the attached stipulations.

Planning Commission:
This case was heard by the Planning Commission on December 11, 2002. There were four citizens who spoke, and all were in support of the proposed action. The Planning Commission praised the language of the Ordinance and supported the proposal.

The Planning Commission recommends approval, 6-0.

RESPONSIBLE DEPT(S)

Planning and Development Services Department
Current Planning Services

STAFF CONTACT(S)

Jerry Stabley
Principal Planner
480-312-7872
E-mail: jstabley@ScottsdaleAz.gov

APPROVED BY

Kroy Ekblaw — Date: 1/8/03
Planning and Development Services General Manager

Ed Gawf — Date: 1/8/03
Deputy City Manager

ATTACHMENTS

1. Applicant's Narrative
2. Proposed Text Amendment
3. Citizen Involvement
4. Scottsdale Airport General Plan and Zoning Map Noise Contour Lines
5. Model Building Code
6. December 11, 2002 Draft Planning Commission Minutes
7. Ordinance No. 3488
   Exhibit 1. Text Amendment

ZONING ORDINANCE PROPOSED TEXT AMENDMENT PROJECT NARRATIVE

Currently Scottsdale allows for private and charter schools to locate in all Residential and Commercial zoning districts (many as of right, some with a Use Permit), but not in Industrial districts at all. As you have seen, lately, it has become increasingly difficult for schools attempting to locate near residential homes, or even in commercial areas, to overcome heavy neighborhood opposition, and gain full Council support. Because Scottsdale's industrially zoned areas are not located near residential homes, or businesses that fear their customer base will be deterred by normal school traffic, some sites within Scottsdales Industrial areas, may be perfect for school locations. While new private and charter schools are still needed in Scottsdale, many educators are being discouraged from building in the City because of all of the controversy surrounding virtually every private/charter school Use Permit case in the past year or more. It is certainly in the Cities best interest to remain known for the variety of excellent K-12 educational opportunities and allowing good schools the ability to locate in non-controversial locations will help to continue to promote this image.

This application does not suggest that every Industrially zoned location will be suitable for a school site. In fact, in order to allow Staff, Planning Commission, and ultimately the Council, to be sure that every industrially zoned school site is appropriate, this amendment requires that each proposed school receive a Use Permit from the Council. The Council will, in this way, be able to thoroughly regulate when and if a school is allowed to locate in an Industrial zoning district.

There is no reason that an Industrial Zoning District, with very light traffic, and no residential neighbors to disturb, cannot have a school site, when a heavily trafficked Commercial Zoning District located very close to residential neighbors can permit a school. In many cases, the Council may decide that the Industrial District is a more ideal place for a school, as it will be isolated from the neighbors and commercial businesses who have generally been protesting these uses.

This application proposes the following language be inserted in the I-1 zoning district section, more specifically, at Section 5.1803 ("Use Regulations"), B ("off airport uses subject to a conditional use permit"), at number 24. . .

24. Private and charter school having no room regularly used for housing or sleeping overnight. Subject to Development Review Board approval and compliance with standards including, but not limited to, the following as well as those otherwise required in the district.

(a) Location: All proposed private and charter schools shall be located a minimum of five hundred (500) feet from any adult use.

(b) Lot area: The minimum lot area shall be equal to that required for the district, except that no lot shall be less than forty-three thousand (43,000) square feet (net).

(c) Noise: There shall be no outside speaker system or bells, if the school building is within one hundred (100) feet of a single family dwelling or multifamily dwelling unit.

(d) Lighting: All lighting adjacent to residential districts shall be setback a minimum of thirty (30) feet from the property line.

(e) Open space: Per underlying zoning district open space requirements. All NAOS requirements of the district must be met and may be applied towards the overall open space requirements subject to compliance with NAOS standards.

(f) Parking: Parking shall observe the front yard setbacks of the district for all frontages. Parking shall be located and screened per the requirements of the district. A twenty-foot minimum landscaped setback shall be provided where parking is adjacent to residential districts.

(g) Outdoor recreation area: All outdoor playgrounds and recreation areas shall be enclosed by a six (6) foot wall or fence to protect the safety and welfare of the students and shall be located within the side or rear yard.

(h) Drop-off area: A drop-off areas accommodating a minimum of five (5) vehicles shall be located along a sidewalk or landing area connected to the main entrance to the school.

(i) Any public trails or pedestrian connections shall be incorporated into the site plan and approved by the Development Review Board.

(j) Circulation plan: The applicant shall submit a circulation plan to insure minimal vehicular conflicts between the student drop-off area, potential van and bus drop-off area, parking, access driveways, pedestrian and bicycle paths on site.

Sec. 5.1803. Use regulations.

The uses allowed in the I-1 district are generally those industrial office, laboratory, manufacturing, warehousing, wholesaling, and aeronautical uses. Manufacturing, processing, servicing, warehousing, cleaning and testing shall take place entirely within completely enclosed buildings, shall not create any offensive noise, vibration, smoke, dust, odor, heat, glare, fumes, or electrical interference, and shall not generate excessive truck traffic. Outdoor storage shall take place behind solid masonry walls.

A. *Permitted uses.*

1. Aeronautical activities.

   a. Municipal airports, as defined in Chapter 5 of the Scottsdale Revised Code, and associated on-airport supporting uses.

   b. Off-airport aeronautical activities, limited to those authorized by and subject to compliance with all applicable definitions, qualifications, minimum operating standards, rules and regulations set forth in or established pursuant to Chapter 5 of the Scottsdale Revised Code.

2. Business and professional offices.

3. Research and development laboratories and offices.

4. Manufacturing and processing.

   a. Bakery.

   b. Blueprinting, printing, lithography.

   c. Cosmetics compounding.

   d. Electronic assembly.

   e. Electronic component manufacturing.

   f. Fabric assembling (include fur, leather, textiles, etc.).

   g. Glass assembling.

   h. Garment manufacturing.

ATTACHMENT #2

i. Instrument manufacturing.

j. Jewelry manufacturing.

k. Machine shops.

l. Motion picture production.

m. Musical instruments, games, or toy manufacturing.

n. Ornamental metal working.

o. Pharmaceuticals compounding.

p. Plastics assembling.

q. Rubber assembling.

r. Sheet metal assembling or fabricating.

s. Sign manufacturing.

t. Solar equipment assembling or manufacturing.

u. Wood assembling (limited to finished products).

5. Branch post office.

6. Broadcasting station or studio, excluding sending or receiving tower.

7. Contractor, general or subcontractor.

8. Emissions testing facility.

9. Furniture store.

10. Gymnasium (limited to gymnastics training).

11. Municipal uses.

12. Wholesale or warehouse operations.

13. Churches and places of worship (temporary five (5) years).

14. Day care center, if the drop off or outdoor play area is more than

one hundred (100) feet from a residential district.

15. Personal wireless service facilities; minor, subject to the requirements of sections 1.906, 3.100 and 7.200.

16. Retail sales directly related to but clearly incidental to a primary manufacturing, assembly, or contractor use provided the retail sales area does not exceed either ten (10) percent of the gross floor area of the primary use or one thousand (1,000) square feet, whichever is less. Retail sales for the purpose of the I-1 section of the zoning ordinance shall be defined as transactions involving goods purchased by the ultimate consumer for personal or household use.

17. Unoccupied recreational vehicle storage which is not adjacent to any residential district (see Section 5.1803.B.27 for unoccupied recreational vehicle storage which is adjacent to any residential district).

B. *Uses subject to a conditional use permit.*

1. Antique, rare or unusual auto restoration.

2. Auction gallery.

3. Automobile and boat assembly and reassembly, excluding general repairs and maintenance.

4. Bank. No use permit application for banks or financial institutions shall be granted unless the following conditions exist: The use shall be compatible with the I-1 development and/or abutting residential development. The use shall be primarily to serve the needs of the industrial park and shall be located accordingly. The use shall not be detrimental to the surrounding area due to: Increased automobile traffic, noise generated from within the site, character of proposed building.

5. Beverage bottling.

6. Bulk cleaning and laundry.

7. Ceramics manufacturing.

8. Cosmetics manufacturing.

9. Day care center, if the drop off or outdoor play area is within one

hundred (100) feet from a residential district. No use permit for this use shall be granted unless the conditions enumerated in 1.403 and the following conditions exist:

a. The use shall be compatible in scale, mass and architecture with the I-1 development and any abutting residential development.

b. Substantial I-1 development shall have occurred in the immediate area so as to provide a localized demand for the use.

c. Building orientation and access to the site shall be directed to interior local industrial streets.

d. Site plan design shall minimize vehicular conflicts between industrial/commercial uses and day care center patrons.

10. Delicatessen. No use permit application for a delicatessen shall be granted unless the following conditions exist: The use shall be primarily to serve the needs of the industrial park and shall be located accordingly. The use shall not exceed two hundred (200) square feet of public floor area and shall not occur in a building wherein the delicatessen would be the sole or primary use. Delicatessen for the purpose of the I-1 section of the zoning ordinance shall exclude retail sales of grocery items or alcoholic beverages and shall provide no indoor or outdoor tables for dining.

11. Equipment storage.

12. Food processing and preparation, excluding slaughtering and fat rendering.

13. Furniture manufacturing or refinishing.

14. Health studio. No use permit application for a health studio shall be granted unless the following conditions exist:

a. The use shall be compatible with I-1 development and/or any abutting residential development. The use shall be primarily to serve the needs of the industrial park and shall be located accordingly. The use shall not be detrimental to the surrounding area due to: Increased automobile traffic, noise generated from within the site, character of proposed building.

15. Ice plant.

16. Off-airport heliport, subject to compliance with all applicable definitions, qualifications, minimum operating standards, rules, and regulations set forth in or established pursuant to Chapter 5 of the Scottsdale Revised Code.

17. Personal wireless service facilities; major, subject to the requirements of sections 1.400, 3.100 and 7.200.

18. Pharmaceuticals manufacturing.

19. Plastics manufacturing.

20. Plating or replating.

21. Pottery manufacturing.

22. Public utility service yard.

23. Restaurant. No use permit application for a restaurant shall be granted unless the following conditions exist:

    a. The use shall be compatible with I-1 development and/or any abutting residential development. The use shall be primarily to serve the needs of the industrial park and shall be located accordingly. The use shall not be detrimental to the surrounding area due to: Increased automobile traffic, noise generated from within the site, character of the proposed building.

24. PRIVATE AND CHARTER SCHOOL HAVING NO ROOM REGULARLY USED FOR HOUSING OR SLEEPING OVERNIGHT. NO CONDITIONAL USE PERMIT APPLICATION FOR A PROPOSED PRIVATE AND CHARTER SCHOOL SHALL BE DEEMED COMPLETE UNLESS THE ZONING ADMINISTRATOR HAS DETERMINED THAT THE PROPOSED PRIVATE AND CHARTER SCHOOL, IF ESTABLISHED, WOULD NOT BE LOCATED WITHIN THE 60 DNL, OR HIGHER, NOISE CONTOUR, AS SHOWN IN THE "GENERAL PLAN AND ZONING MAP" LOCATED IN THE CURRENT SCOTTSDALE AIRPORT NOISE COMPATIBILITY PLAN, INCLUDING ANY AMENDMENTS TO THAT PLAN. SUBJECT TO DEVELOPMENT REVIEW BOARD APPROVAL AND COMPLIANCE WITH STANDARDS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING AS WELL AS THOSE OTHERWISE REQUIRED IN THE DISTRICT.

(a) LOCATION: ALL PROPOSED PRIVATE AND CHARTER SCHOOLS SHALL BE LOCATED A MINIMUM OF FIVE HUNDRED (500) FEET FROM ANY ADULT USE.

(b) LOT AREA: THE MINIMUM LOT AREA SHALL BE EQUAL TO THAT REQUIRED FOR THE DISTRICT, EXCEPT THAT NO LOT SHALL BE LESS THAN FORTY-THREE THOUSAND (43,000) SQUARE FEET (NET).

(c) NOISE: THERE SHALL BE NO OUTSIDE SPEAKER SYSTEM OR BELLS IF THE SCHOOL BUILDING IS WITHIN ONE HUNDRED (100) FEET OF A SINGLE-FAMILY DWELLING OR MULTIFAMILY DWELLING UNIT.

(d) LIGHTING: ALL LIGHTING ADJACENT TO RESIDENTIAL DISTRICTS SHALL BE SETBACK A MINIMUM OF THIRTY (30) FEET FROM THE PROPERTY LINE.

(e) OPEN SPACE: PER UNDERLYING ZONING DISTRICT OPEN SPACE REQUIREMENTS. ALL NAOS REQUIREMENTS OF THE DISTRICT MUST BE MET AND MAY BE APPLIED TOWARDS THE OVERALL OPEN SPACE REQUIREMENTS SUBJECT TO COMPLIANCE WITH NAOS STANDARDS.

(f) PARKING: PARKING SHALL OBSERVE THE FRONT YARD SETBACKS OF THE DISTRICT FOR ALL FRONTAGES. PARKING SHALL BE LOCATED AND SCREENED PER THE REQUIREMENTS OF THE DISTRICT. A TWENTY-FOOT MINIMUM LANDSCAPED SETBACK SHALL BE PROVIDED WHERE PARKING IS ADJACENT TO RESIDENTIAL DISTRICTS.

(g) OUTDOOR RECREATION AREA: ALL OUTDOOR PLAYGROUNDS AND RECREATION AREAS SHALL BE ENCLOSED BY A SIX (6) FOOT WALL OR FENCE TO PROTECT THE SAFETY AND WELFARE OF THE STUDENTS AND SHALL BE LOCATED WITHIN THE SIDE OR REAR YARD.

(h) DROP-OFF AREA: A DROP-OFF AREA ACCOMMODATING A MINIMUM OF FIVE (5) VEHICLES SHALL BE LOCATED ALONG A SIDEWALK OR LANDING AREA CONNECTED TO THE MAIN ENTRANCE TO THE SCHOOL.

(i) ANY PUBLIC TRAILS OR PEDESTRIAN CONNECTIONS SHALL BE INCORPORATED INTO THE SITE PLAN AND APPROVED BY THE DEVELOPMENT REVIEW BOARD.

(j) CIRCULATION PLAN: THE APPLICANT SHALL SUBMIT A CIRCULATION PLAN TO INSURE MINIMAL VEHICULAR CONFLICTS BETWEEN THE STUDENT DROP-OFF AREA, POTENTIAL VAN AND BUS DROP-OFF AREA, PARKING, ACCESS DRIVEWAYS, PEDESTRIAN AND BICYCLE PATHS ON SITE.

(k) AIRPORT NOISE MITIGATION: APPLICATIONS LOCATED BETWEEN THE 55 DNL AND THE 60 DNL NOISE CONTOUR, AS SHOWN IN THE "GENERAL PLAN AND ZONING MAP" LOCATED IN THE CURRENT SCOTTSDALE AIRPORT NOISE COMPATIBILITY PLAN, INCLUDING ANY AMENDMENTS TO THAT PLAN, SHALL USE SOUND ATTENUATION MEASURES TO REDUCE OUTSIDE-TO-INSIDE NOISE BY 25 DB. THESE SOUND ATTENUATION MEASURES ARE SHOWN IN THE MODEL BUILDING CODE CONTAINED IN THE SCOTTSDALE AIRPORT NOISE COMPATIBILITY PLAN

~~24.~~**25.** Television or radio sending or receiving tower.

~~25.~~**26.** Unoccupied recreational vehicle storage adjacent to any residential district. No use permit shall be granted for unoccupied recreational vehicle storage which is adjacent to any residential district unless the following conditions have been satisfied:

a. The site plan shall demonstrate that:

1. A wall and/or landscaping screens the unoccupied recreational vehicle storage from any residential district.

b. The applicant has provided a written lighting plan which addresses exterior lighting on the property, if provided, in accordance with Section 7.600 of the zoning ordinance. The lighting plan shall demonstrate that proposed exterior lighting does not direct light upon any adjacent property.

c. The applicant has provided any additional information required by city staff in order to evaluate the impacts of the proposed use upon the area.

FINAL CITIZEN REVIEW REPORT
19-PA-2002

Text Amendment Allowing Private and Charter Schools With Conditional Use Permit in I-1 Zoning District

November 7, 2002

5-TA-2002
11/13/2002

ATTACHMENT #3

I. Brief Description of the Proposed Plan and Use

This Citizen Participation Plan is being implemented in conjunction with a submittal for a text amendment to the I-1 zoning district to allow private and charter schools to locate within the I-1 district if they are able to obtain a Conditional Use Permit (CUP).

Currently, Scottsdale allows these schools to locate in residential and commercial districts (some as of right, and some with a CUP). However, lately, quality private and charter schools have been discouraged from locating in Scottsdale, because of the great opposition from residential and commercial neighbors who do not want to see schools locating near homes or commercial businesses that depend on unobstructed traffic flow for business. Many industrial sites will make ideal school locations and the Council will have the ultimate check on these sites because of the proposed CUP requirement.

II. Notification Techniques

On October 29, 2002 we mailed the attached letter to all individuals who have requested to be put on the notification list for such amendments or for a specific topic, informing them of our application. We placed the attached 1/8 advertisement in the Scottsdale Republic notifying all citizens of our Open House held on November 5, 2002. There were no attendees at the Open House and there has been no opposition to our request. We have a letter in full support from the landlord, surrounding neighbors as well as a pending letter of support from the Chamber of Commerce. Also, we are continuously gathering signatures on petitions supporting our application, which we will submit prior to our Planning Commission hearing.

III. Map of Notification Area

The required text amendment notification area is defined by those residents who have requested to be placed on a notification list for all amendments or for a specific topic. The list of these individuals is attached.

IV. Homeowners Associations

The required text amendment notification area is defined by those residents who have requested to be placed on a notification list for all amendments or for a specific topic. The list of these individuals is attached.

VIII. Parties Affected by the Proposal

The required text amendment notification area is defined by those residents who have requested to be placed on a notification list for all amendments or for a specific topic. The list of these individuals is attached.

IX. Perspective of Interested Parties

We mailed the attached letter to all interested parties as described above as well as advertised the Open House in the local newspaper. If we or the City receives any reaction to the letter or ad, we will follow up with telephone and subsequent personal visits with any interested parties. Thus far we have received no calls.

X. Resolution of Neighborhood Issues and Proposed Solutions

As we meet with interested parties, we will provide the City with a written record of concerns raised and how they have been addressed or resolved. Individual or additional group meetings will be held on any issues that warrant such an action. We will continue to work with residents and cooperate in an attempt to resolve any issues.

XI. Process of Notification

Interested parties will be notified of changes or amendments by the following methods:

1. Notification of the property owners by the attached letter.

2. Follow up will be made by phone and personal visits if necessary.

XII. Planning Department Notification

The Development Team will keep the appropriate City representative apprized of the citizen participation efforts through telephone, mail, facsimile, or email.

XIII. Time Schedule for Completion of the Citizen Participation Plan

1. Implementation Date - Upon Submission of the application, October 28, 2002.

2. Time Provided for Citizen Input - Beginning on October 29, 2002, and continuing through the final City Council meeting, we will take public input, record it, and react to it appropriately. We mailed our letter to the individuals on the notification list on October 29, 2002 informing them of our request. We also placed a 1/8 advertisement that appeared in the local newspaper on November 4, 2002 notifying the public of our Open House held on November 5, 2002.

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Call 602.444.8443.

Corrections policy

The Scottsdale Republic corrects errors fully and promptly. To report an error in the news pages, phone the Republic at 602.444.NEWS (6397) or e-mail Editor John D'Anna at john.danna@scottsdalerepublic.com.

Meet the staff

PAM METCALF

Pam Metcalf has seen the Scottsdale area explode. A Phoenix native, she lives in Arcadia. Growing up, she used to picnic with her family on the very site where the *Scottsdale Republic* now stands. It was nothing but desert, and it was a long way from where she grew up at 16th Street and Osborn Road. Pam has worked in Scottsdale for the past seven years and is a customer service representative and front counter saleswoman for Classified Advertising. She loves chatting with her customers and helping them with their needs. A shopping enthusiast, Pam frequents the Promenade and Kierland shopping centers in north Scottsdale. In her spare time, she does woodworking, specializing in folk art and seasonal specialties.

Albert Suniga

means of transportation.

Suniga, 22, is described as 5 feet 11, 180 pounds with brown hair and brown eyes. He also uses the name Victor Rueben Luna.

Theft, trafficking

Connie Valenzuela is wanted on an outstanding felony warrant for four counts of trafficking in stolen property and theft of a means of transportation.

Connie Valenzuela

Valenzuela, 28, is described as 5 feet 6, 140 pounds with brown hair and brown eyes.

OPEN HOUSE

to discuss text ammendment allowing a private/charter school to operate in I-1 zoning with a CUP.

Olympic Camps of Arizona
9318 N. 95th Way

Tuesday, November 5th
2:00 pm

JORDEN
BISCHOFF
MCGUIRE
& ROSE
P.L.C.

LAW OFFICES

7272 E. INDIAN SCHOOL ROAD, SUITE 205
SCOTTSDALE, ARIZONA 85251
TELEPHONE: 480-505-3900
FACSIMILE: 480-505-3901

JORDAN R. ROSE

DIRECT LINE: 480-505-3939
e-mail: jordanrch@aol.com

October 28, 2002

RE: Proposed Text Amendment to I-1 Zoning District to Allow for Private and Charter Schools Only with a Conditional Use Permit

Dear Neighbor:

As you likely recall, you are on the master list at the City of Scottsdale for any notification on proposed text amendments. We have just submitted this amendment application to the City, have met with Staff and most of the Council members, and thus far have received 100% support. Please let me know if you have any questions or issues with what we are attempting to do.

Currently Scottsdale allows for private and charter schools to locate in all Residential and Commercial zoning districts (many as of right, some with a Use Permit), but not in Industrial districts at all. As you have seen, lately, it has become increasingly difficult for schools attempting to locate near residential homes, or even in commercial areas, to overcome heavy neighborhood opposition, and gain full Council support. Because Scottsdale's industrially zoned areas are not located near residential homes, or businesses that fear their customer base will be deterred by normal school traffic, some sites within Scottsdales Industrial areas, may be perfect for school locations. While new private and charter schools are still needed in Scottsdale, many educators are being discouraged from building in the City because of all of the controversy surrounding virtually every private/charter school Use Permit case in the past year or more. It is certainly in the Cities best interest to remain known for the variety of excellent K-12 educational opportunities and allowing good schools the ability to locate in non-controversial locations will help to continue to promote this image.

This application does not suggest that every Industrially zoned location will be suitable for a school site. In fact, in order to allow Staff, Planning Commission, and ultimately the Council, to be sure that every industrially zoned school site is appropriate, this amendment requires that each proposed school receive a Use Permit from the Council. The Council will, in this way, be able to thoroughly regulate when and if a school is allowed to locate in an Industrial zoning district.

There is no reason that an Industrial Zoning District, with very light traffic, and no residential neighbors to disturb, cannot have a school site, when a heavily trafficked Commercial Zoning District located very close to residential neighbors can permit a school. In many cases, the Council

may decide that the Industrial District is a more ideal place for a school. as it will be isolated from the neighbors and commercial businesses who have generally been protesting these uses.

I hope you will be supportive of this text amendment. we believe it will only benefit the City and it's residents by allowing for more options for the necessary school sites. If you have any comments. I would look forward to hearing from you at 480-505-3939. Thank you again.

Sincerely,

Jordan R. Rose

SPEAKER/CITIZEN COMMENT CARD

14

This card is for providing comments when attending City Council and other public meetings, whether or not you wish to speak.

All cards MUST be submitted BEFORE public testimony has begun on the item. Testimony is limited to 3 minutes per speaker. Additional time MAY be granted to speakers representing two or more persons.

PLEASE PRINT NAME Michael J Adler MEETING DATE

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT OLYMPIC CAMPS

ADDRESS 7700 E GAINEY RANCH ZIP 85255

HOME PHONE 480 767 7264 WORK PHONE 480-430-8018

☑ YES, I WISH TO SPEAK REGARDING ITEM # 14

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☑ I AM IN FAVOR OF AGENDA ITEM # 14 ☐ I AM OPPOSED TO AGENDA ITEM #

☐ I WISH TO SPEAK DURING "PUBLIC COMMENTS" CONCERNING

Public comments are limited to items not otherwise listed on the agenda. Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during the meeting. Council will listen to your remarks, but is prohibited by state law from discussing items which are not specifically listed on the agenda and posted at least 24-hours before the meeting begins.

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SPEAKER/CITIZEN COMMENT CARD

14

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All cards MUST be submitted BEFORE public testimony has begun on the item. Testimony is limited to 3 minutes per speaker. Additional time MAY be granted to speakers representing two or more persons.

PLEASE PRINT NAME FRED Goldhamer MEETING DATE

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT olympic camps

ADDRESS 7700 E Gainey Ranch Rd #150 ZIP 85255

HOME PHONE 480 · 483 · 4637 WORK PHONE

☑ YES, I WISH TO SPEAK REGARDING ITEM # 14

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

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PLEASE PRINT NAME Mara Addison MEETING DATE DEC 10 2002

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT Olympic Camps

ADDRESS 12845 N 89th Place, Scottsdale, AZ ZIP 85260

HOME PHONE (480) 451-8572 WORK PHONE

☒ YES, I WISH TO SPEAK REGARDING ITEM # 14

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☒ I AM IN FAVOR OF AGENDA ITEM # 14 ☐ I AM OPPOSED TO AGENDA ITEM #

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PLEASE PRINT NAME Mara Addison MEETING DATE 12/11/02

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT Olympic Camps

ADDRESS 12845 N 89th Place, Scottsdale, AZ ZIP 85260

HOME PHONE (480) 451-8572 WORK PHONE

☒ YES, I WISH TO SPEAK REGARDING ITEM # 14

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PLEASE PRINT NAME Court Rich MEETING DATE Dec/11/02 [redacted]

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT

ADDRESS 7502 E. Early #9 ZIP

HOME PHONE 429-8785 WORK PHONE 998 3525

☐ YES, I WISH TO SPEAK REGARDING ITEM #

☒ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☒ I AM IN FAVOR OF AGENDA ITEM # 14 ☐ I AM OPPOSED TO AGENDA ITEM #

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PLEASE PRINT NAME MARK MATUSOW MEETING DATE [redacted]

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT OLYMPIC CAMPS

ADDRESS 9318 N. 95th Way ZIP 85258

HOME PHONE 480-837-4876 WORK PHONE 480-614-2267

☐ YES, I WISH TO SPEAK REGARDING ITEM #

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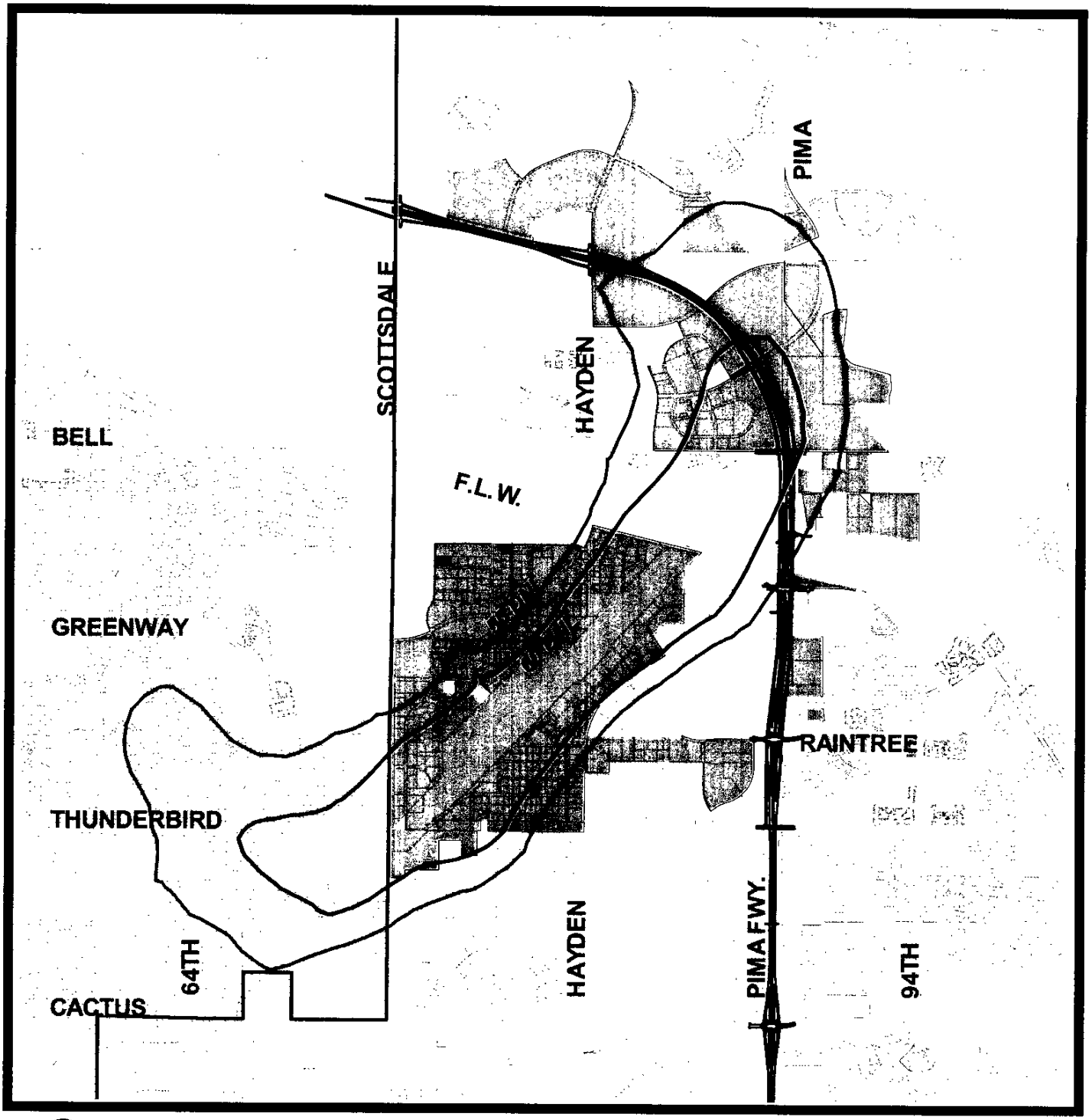
Scottsdale Airport
General Plan and Zoning Map
Noise Contour Lines



60 DNL Line

55 DNL Line

City Limits

I-1 Zoning

ATTACHMENT #4

N

Source: City of Scottsdale Planning & Development Services

MODEL BUILDING CODE AMENDMENT
ESTABLISHING SOUND INSULATION STANDARDS*

NOTE: This document includes sound insulation standards designed to provide outdoor-to-indoor noise level reductions (NLR) of 25, 30, and 35 decibels (Sections 4.00, 5.00, and 6.00). Only the standards providing for NLRs of 25 and 30 decibels are recommended for adoption by the City of Scottsdale (Sections 4.00 and 5.00). The other standards are provided as information that the city could provide to any interested builders.

SECTION 1.00. PURPOSE. The purpose of this chapter is to safeguard life, health, property, and public welfare by establishing uniform sound insulation performance standards to protect persons within hotels, motels, apartment houses, attached and detached single-family dwellings, and within other buildings where noise-sensitive activities are affected by excessive aircraft noise at Scottsdale Airport. Effects of airborne noise include but are not limited to persistent interference with speech and sleep. This chapter is intended to be a companion to the adopted zoning ordinance establishing airport compatibility overlay zones and limiting land use in these zones.

SECTION 2.00. DEFINITIONS. The special terms used in these provisions are defined as follows:

2.01. *Day-Night Sound Level (DNL):* The 24-hour average sound level, in decibels, for the period from midnight to midnight, obtained after the addition of ten decibels to sound levels for the periods between midnight and 7 a.m. and between 10 p.m. and midnight, local time, as averaged over one year. It is the Federal Aviation Administration's standard metric for determining the cumulative exposure of individuals to noise.

2.02. *Decibel (dB):* A unit of measure of a sound expressed from a calibrated sound level meter using an A-level weighting scale.

2.03. *Noise:* Sound from aircraft or other sources which interferes with speech and hearing, or is intense enough to damage hearing, or is otherwise annoying.

2.04. *NLR:* Outdoor-to-indoor noise level reduction to be achieved through incorporation of sound insulation in structure.

2.05. *Interior Noise Level:* Sound level of noise in any habitable room with windows and doors closed.

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* SOURCE:
U.S. Air Force Recommendations for Insulation of Residential Structures Against Aircraft Noise, Undated. As cited in Cleveland Hopkins International Airport F.A.R. Part 150 Noise Compatibility Study, Appendix L.

2.06. OITC Rating: Outdoor Indoor Transmission Class - a description of the noise level reduction, in decibels, achieved by a product or construction assembly. The OITC rating system was developed by the American Society of Testing Materials. It takes into account the influence of environmental noise, such as transportation-related noise, on the product being tested. It takes into account a wider range of frequencies than the STC rating which better reflect the spectrum of exterior noise. This is a new rating system than the STC rating. Increasingly, manufacturers are testing their products using the OITC system.

2.07. STC Rating: Sound Transmission Class - a single number rating of the sound transmission loss (TL-- the reduction of sound energy passing through a building material) of a wall or structure which attempts to account for the variation in TL with frequency. The STC rating system was developed by the American Society of Testing Materials. It is the rating system traditionally used by manufacturers and designers.

SECTION 3.00. SCOPE.

3.01. Structures Requiring Protection: Compliance with these standards shall be required for structures and land uses as noted in the Table of Land Use Compatibility Standards in the Scottsdale Airport Compatibility Overlay Zoning Ordinance.

3.02. Type of Construction Affected: These standards shall apply to new construction of structures and land uses as noted in Subsection 3.01. The standards also shall apply to reconstruction, remodeling, or additions to existing buildings of the types mentioned above when the value of the improvement exceeds 50 percent of the value of the existing structures. Where noise-sensitive activities are carried on in only a portion of new or reconstructed commercial building, only those areas judged noise-sensitive need be protected.

SECTION 4.00. BUILDING REQUIREMENTS FOR A MINIMUM NOISE LEVEL REDUCTION (NLR) OF 25 dB.

4.01. Compliance: Compliance with the following standards shall be deemed to meet the requirements of the Airport Compatibility Overlay Zoning Ordinance for structures in which an NLR of 25 dB is required.

4.02. General:

a. Brick veneer, masonry blocks, or stucco exterior walls shall be constructed airtightly. All joints shall be grouted or caulked airtightly.

b. At the penetration of exterior walls by pipes, ducts, or conduits, the space between the wall and pipes, ducts, or conduits shall be caulked or filled with mortar.

c. Window and/or through-the-wall ventilation units shall not be used.

d. Through-the-wall/door mail boxes shall not be used.

4.03. Exterior Walls:

a. Exterior walls other than as described in this Subsection shall have a laboratory sound transmission class rating of at least STC-39. (See Table 1 at the end of this Chapter for examples.)

b. Masonry walls having a surface weight of at least 25 pounds per square foot do not require a furred (stud) interior wall. At least one surface of concrete block walls shall be plastered or painted with heavy "bridging" paint.

c. Stud walls shall be at least four inches in nominal depth and shall be finished on the outside with siding-on-sheathing, stucco, or brick veneer.

(1) Interior surface of the exterior walls shall be of gypsum board or plaster at least 1/2-inch thick, installed on the studs.

(2) Continuous composition board, plywood, or gypsum board sheathing at least 1/2-inch thick shall cover the exterior side of the wall studs behind wood, or metal siding. Asphaltic or wood shake shingles are acceptable in lieu of siding.

(3) Sheathing panels shall be butted tightly and covered on the exterior with overlapping building paper. The top and bottom edges of the sheathing shall be sealed.

(4) Insulation material at least two inches thick shall be installed continuously throughout the cavity space behind the exterior sheathing and between wall studs. Insulation shall be glass fiber or mineral wool.

4.04. Windows:

a. Windows other than as described in this Subsection shall have a laboratory sound transmission class rating of at least STC-28. (See Table 2.)

b. Glass shall be at least 3/16-inch thick.

c. All operable windows shall be weather-stripped and airtight when closed so as to conform to an air infiltration test not to exceed 0.5 cubic foot per minute per foot of crack length in accordance with ASTM E-283-65-T.

d. Glass of fixed-sash windows shall be sealed in an airtight manner with a non-hardening sealant, or a soft elastomer gasket or glazing tape.

e. The perimeter of window frames shall be sealed airtightly to the exterior wall construction with a sealant conforming to one of the following Federal Specifications: TT-S-00227, TT-S-00230, or TT-S-00153.

f. The total area of glass in both windows and doors in sleeping spaces shall not exceed 20 percent of the floor area.

4.05. Doors:

a. Doors, other than as described in this Subsection, shall have a laboratory sound transmission class rating of at least STC-28. (See Table 3.)

b. All exterior side-hinged doors shall be solid-core wood or insulated hollow metal at least 1-3/4-inch thick and shall be fully weather-stripped.

c. Exterior sliding doors shall be weather-stripped with an efficient airtight gasket system with performance as specified in Paragraph 4.04.c. The glass in the sliding doors shall be at least 3/16-inch thick.

d. Glass in doors shall be sealed in an airtight non-hardening sealant, or in a soft elastomer gasket or glazing tape.

e. The perimeter of door frames shall be sealed airtightly to the exterior wall construction as described in Paragraph 4.04.e.

4.06. Roofs:

a. Combined roof and ceiling construction other than described in this Subsection and Subsection 4.07 shall have a laboratory sound transmission class rating of at least STC-39.

b. With an attic or rafter space at least six-inches deep, and with a ceiling below, the roof shall consist of closely butted 1/2-inch composition board, plywood, or gypsum board sheathing topped by roofing as required.

c. If the underside of the roof is exposed, or if the attic or rafter spacing is less than six inches, the roof construction shall have a surface weight of at least 25 pounds per square foot. Rafters, joists, or other framing may not be included in the surface weight calculation.

d. Window or dome skylights shall have a laboratory sound transmission class rating of at least STC-28. (See Table 2.)

4.07. Ceilings:

a. Gypsum board or plaster ceilings at least 1/2-inch thick shall be provided where required by Paragraph 4.06.b above. Ceilings shall be substantially airtight, with a minimum number of penetrations.

b. Glass fiber or mineral wool insulation at least two inches thick shall be provided above the ceiling between joists.

4.08. Floors:

a. Openings to any crawl spaces below the floor of the lowest occupied rooms shall not exceed two percent of the floor area of the occupied rooms.

4.09. Ventilation:

a. A mechanical ventilation system shall be installed that will provide the minimum air circulation and fresh air supply requirements for various uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.

b. Gravity vent openings in the attic shall not exceed the code minimum in number and size.

c. If a fan is used for forced ventilation, the attic inlet and discharge openings shall be fitted with sheet metal transfer ducts of at least 20 gauge steel, which shall be lined with one-inch thick coated glass fiber, and shall be at least five feet long with one 90-degree bend.

d. All vent ducts connecting the interior space to the outdoors, excepting domestic range exhaust ducts, shall contain at least a five-foot length of internal sound absorbing duct lining. Each duct shall be provided with a bend in the duct such that there is no direct line of sight through the duct from the venting cross-section to the room-opening cross-section.

e. Duct lining shall be coated glass fiber duct liner at least one-inch thick.

f. Domestic range exhaust ducts connecting the interior space to the outdoors shall contain a baffle plate across the exterior termination which allows proper ventilation. The dimensions of the baffle plate shall extend at least one diameter beyond the line of sight into the vent duct. The baffle plate shall be of the same material and thickness as the vent duct material.

g. Fireplaces shall be provided with well-fitted dampers.

SECTION 5.00. BUILDING REQUIREMENTS FOR A MINIMUM NOISE LEVEL REDUCTION (NLR) OF 30 dB.

5.01. Compliance: The following standards are provided for information only. Compliance with these standards is assumed to achieve an NLR of 30 dB.

5.02. General:

a. Brick veneer, masonry blocks, or stucco exterior walls shall be constructed airtightly. All joints shall be grouted or caulked airtightly.

TABLE 1

SOUND TRANSMISSION CLASS (STC)
OF SOME COMMON EXTERIOR WALL CONSTRUCTIONS

	Description	Weight lbs./ft.^{2}	STC
(a)	Stucco on wire lath over tar paper. Wood studs, 16 in. o.c., 5/8 in. gypboard on inside face of studs.	5.0	39
(b)	Same as (a), but staggered studs	5.2	46
(c)	Common curtainwall spandrel panel; 16 ga. sheet metal exterior with insulation and 5/8 in. gypboard interior	7.8	41
(d)	4-1/2 in. brick - 1/2 in. plaster both sides	55	48
(e)	4 in. light weight concrete block unpainted	24	29
(f)	4 in. lightweight concrete block sealed with two coats of paint	24	45
(g)	Same as (e), but 8 in. dense	50	55
(h)	Same as (f), but 8 in. dense	50	55
(I)	4 in. dense poured concrete	50	51
(j)	8 in. dense poured concrete	100	57
(k)	Fluted 18 ga. sheet metal for prefabricated building	4.4	28

Source: Santa Clara County Airport Land Use Commission (ALUC), Land Use Plan for Area Surrounding Santa Clara County Airports, County of Santa Clara (CA) Planning Department, August 1973.

TABLE 2

SOUND TRANSMISSION CLASS (STC)
OF SOME COMMON WINDOW CONSTRUCTION AND MATERIALS

	Description	Weight lbs./ft.^{2}	STC
(a)	Double-hung window, wood frame, 3/32-in. glass	--	23
(b)	Louvered window, 1/4-in. window glass	--	17
(c)	Aluminum sliding window, 3/32-in. glass	--	19
(d)	Steel frame, casement window, 3/32-in. glass	--	21
(e)	Approximate limit of TL for (a) through (d) if caulked and permanently sealed	--	27
(f)	Approximate TL for constructions (a) through (d) if new 1/4-in. plate is added in separate frame. Old window sealed, min. 2-1/2 in. airspace	--	42
(g)	Double-glazed aluminum window 7/32-in. and 1/4-in. glass; 2-1/2 in. airspace	--	43
(h)	1/8-in. sheet glass, sealed	1.6	31
(i)	1/4-in. plate glass, sealed	3.2	32
(j)	1/4-in. acoustic glass, sealed	3.2	35
(k)	1/2-in. acoustic glass, sealed	3.2	35
(l)	1/4-in. - 3/16-in. glass in neoprene gasket aluminum frames; 2-1/2 in. airspace	5.7	41
(m)	Same as (l), but 1/4-in. - 7/32-in. glass; 3-3/4 in. airspace	6.1	49
(n)	3-5/8 in. thick glass blocks	--	43

Source: Santa Clara County Airport Land Use Commission (ALUC), Land Use Plan for Area Surrounding Santa Clara County Airports, County of Santa Clara (CA) Planning Department, August 1973.

TABLE 3

SOUND TRANSMISSION CLASS (STC)
OF SOME COMMON EXTERIOR DOORS

	Description	Weight lbs./ft.^{2}	STC
(a)	1-3/4 in. hollow-core wood. No weatherstripping. 5/16-in. crack at threshold.	2.5	15
(b)	Same as (a), 1/16-in. crack	2.5	16
(c)	Same as (b), weatherstripped	2.5	19
(d)	Same as (b), sealed	2.5	20
(e)	1-3/4 in. paneled door. No weatherstripping. 1/16-in. crack at threshold	5.0	20
(f)	Same as (e), weatherstripped	5.0	23
(g)	Same as (e), sealed	5.0	24
(h)	1-3/4 in. solid-core door. No weatherstripping. 1/16-in. crack at threshold	7.0	19
(i)	Same as (h), weatherstripped	7.0	25
(j)	Same as (h), sealed	7.0	31
(k)	Wood sound door. Neoprene seals and drop threshold	6.6	37
(l)	Metal sound door. Neoprene seals and drop threshold	7.9	42

Source: Santa Clara County Airport Land Use Commission (ALUC), Land Use Plan for Area Surrounding Santa Clara County Airports, County of Santa Clara (CA) Planning Department, August 1973.

Developer did reach out to the community and the community does not have a problem with the site plan. She further noted she is not crazy about the site plan but we talked about affordability, although she could not afford to live there, it does not cost as much as the one-acre lot houses. She concluded she would support the case because the community does not seem to have a problem with it.

COMMISSIONER STEINBERG stated he agrees with his colleagues who reiterated the fact the Developer has gone out to the community and they don't see any opposition. It is a tasteful project. Based on the fact that Shea Boulevard is changing he could see high density without having any detrimental affects. He concluded he would support this case.

COMMISSIONER HEITEL MOVED TO FORWARD CASES 8-GP-2002 AND 23-ZN-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR DENIAL. SECOND BY COMMISSIONER NELSSEN.

THE MOTION FAILED BY A VOTE OF TWO (2) TO FOUR (4) WITH CHAIRMAN GULINO, VICE CHAIRMAN LOTZAR, COMMISSIONER HENRY, AND COMMISSIONER STEINBERG DISSENTING.

COMMISSIONER HENRY MOVED TO FORWARD CASES 8-GP-2002 AND 23-ZN-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECOND BY VICE CHAIRMAN LOTZAR WITH THE FOLLOWING AMENDMENTS:

1) **WITH RESPECT TO THE CIRCULATION THAT THE DEVELOPER NOT BE REQUIRED TO REPLACE THE EXISTING FIVE-FOOT SIDEWALK THROUGHOUT BUT RATHER HAVE A 10 FOOT SIDEWALK FOR THE PORTION HE IS REPLACING APPROXIMATELY 200 FEET FOR THE INGRESS EGRESS THAT AN ADDITIONAL FIVE- FEET PLACED IN BY THE DEVELOPER ALONG THE EXISTING FIVE-FEET FOR REMAINING 400 FEET OF SIDEWALK ALONG SHEA BOULEVARD**
2) **THE INTERNAL SIDEWALK WITHIN THE DEVELOPMENT ONLY BE REQUIRED ALONG ONE SIDE OF THE STREET AS OPPOSED TO BOTH SIDES.**

COMMISSIONER HENRY stated she agrees with those changes to the motion.

COMMISSIONER NELSSEN requested clarification on the stipulations for the sidewalk. Vice Chairman Lotzar stated he suggested that the 200 feet that is being removed be replaced at the staff level and for the remaining 400 feet rather than being torn up and replaced just be augmented with an additional five feet for the remaining 400 foot span along Shea Boulevard. Commissioner Nelssen stated he does not support the motion.

THE MOTION PASSED BY A VOTE OF FOUR (4) TO TWO (2) WITH COMMISSIONER NELSSEN AND COMMISSIONER HEITEL DISSENTING.

14. **5-TA-2002 (Olympic Private School Facility)** request by Jorden, Bischoff, McGuire & Rose, applicant, Equus Realty, owner, for a text amendment to the City of Scottsdale Zoning Ordinance (Ordinance No. 455) to amend Article V.,

District Regulations., Section 5.1803., Use Regulations., to allow for private and charter schools within the Industrial Park (I-1) District by conditional use permit.

15. **26-UP-2002 (Olympic Private School Facility)** request by Jorden, Bischoff, McGuire & Rose, applicant, Equus Realty, owner, for a conditional use permit for a private charter school on a 1.8 +/- acre parcel located at 9318 N 95th Way with Industrial Park (I-1) zoning.

MR. STABLEY presented cases 5-TA-2002 and 26-UP-2002 as per the project coordination packet. He passed out clarifications on the text amendment. Staff recommends approval of cases 5-TA-2002 and 26-UP-2002, subject to the attached stipulations.

JORDAN ROSE, Jorden, Bischoff, McGuire & Rose, provided an overview of the proposed text amendment. The purpose of this request is to amend the Zoning Ordinance to allow private and charter schools to locate in areas with I-1 zoning with a use permit. She provided an overview of the public outreach that has occurred.

Ms. Rose provided background information on Olympic Camps. Olympic Camps of Arizona have provided an educational, high quality after school and summer experience for more than 400 children a year. She provided an overview of the amenities. She reported the start times would be staggered. She illustrated the fact that this request meets all the legal conditions of the use permit.

COMMISSIONER STEINBERG inquired if there would be any industrial manufacturing in the area that would be onerous to the students. Ms. Rose replied in the negative.

COMMISSIONER HEITEL stated he felt the text amendment was a great idea and there is a huge need in the area.

COMMISSIONER HENRY stated the text amendment was thorough and wonderfully written. She further stated having the staggered start times is great. She remarked she drove by and looked at the facility but wishes she would have gone inside because it sounds as if she missed a wonderful experience. She concluded she would be supporting this case.

(CHAIRMAN GULINO OPENED PUBLIC TESTIMONY.)

WARD HARRIMAN, 2629 S. Country Club Way, spoke in favor of this request. He stated he represents a school that wants to be working with this school. He further stated he fully supports their emphasis on technology. This facility is needed because many private and charter schools are turning children away.

MARA ADDISON, 12845 N. 89th Place, spoke in favor of this request. She stated the Olympus Campus has been a wonderful experience for her children. She further stated the amenities are wonderful. She concluded this facility is well received in their community.

MICHAEL ADLER, 7700 E. Gainey Ranch, spoke in favor of this request. He stated his son has attended Olympic School, he appreciates the fact there are low teacher ratios to campers, and the students receive a lot of individual attention. The staff members always gave 110 percent and make the children feel important. He commented he thought it was wonderful that the facility was expanding.

FRED GOLDBERG, 7700 E. Gainey Ranch Road, #150, spoke in favor of this request. He stated he is a retired schoolteacher and has been the head counselor for six years. He further stated teachers that run the camp are from the Scottsdale School district. He commented this is a first-class camp

(CHAIRMAN GULINO CLOSED PUBLIC TESTIMONY.)

COMMISSIONER NELSSEN MOVED FORWARD CASES 5-TA-2002 AND 26-UP-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL INDICATING IT DOES MEET ALL OF THE USE PERMIT CRITERIA. SECOND BY COMMISSIONER HENRY.

THE MOTION PASSED BY A VOTE OF SIX (6) TO ZERO (0).

16. **6-TA-2002 (Front Yard Parking Regulations)** request by City of Scottsdale, applicant, for a text amendment to the City of Scottsdale Zoning Ordinance (Ordinance No. 455) adding Article VII., General Provisions, Section 7.200., Additional Area Regulations., I. Designated Parking in front yards (This section shall apply only to residential districts).

MR. KEAGY presented this case as per the project coordination packet. He stated the purpose of tonight's meeting is to receive public comment and forward a recommendation to City Council.

COMMISSIONER NELSSEN inquired if this text amendment was applicable Citywide? Mr. Keagy stated it is applicable Citywide and is applicable to all types of vehicles.

Commissioner Nelssen stated on a five-acre parcel, using 33 percent, you could build 13,200 square feet of parking in the front yard in an ESL area. It seems like the thinking here was for small urban R-7 size lots. When you get up to a 10-acre parcel, you are looking at 27,000, 28,000 square feet of parking in the required front yard. He remarked there is another anomaly in the ordinance it stated no more than 30 percent of back yard can be covered by roof. Well people up north that have 40 acres could put a Wal Mart. He stated he felt this text amendment needs to be zoning dependent.

He provided insight on north Scottsdale as he lives it. They have dirt roads under the existing ordinance and his neighbor has a pre-manufactured home, had seven semi-tractor trails parked in the front yard and the City would not do anything about it.

He reported he is in support of some type of ordinance change but he thought the numbers needs to be tweaked as they start apply to larger lots and that may be dealt with in the ESLO.

ORDINANCE NO. 3488

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AMENDING ORDINANCE NO. 455, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF SCOTTSDALE, BY AND FOR THE PURPOSE OF AMENDING ARTICLE V, DISTRICT REGULATIONS, SECTION 5.1800 (I-1) INDUSTRIAL PARK DISTRICT, SECTION 5.1803, USE REGULATIONS, AS PROVIDED IN CASE NO. 5-TA-02.

WHEREAS, the Council of the City of Scottsdale wishes to amend certain provisions in the zoning ordinance of the City of Scottsdale to allow for private and charter schools within the Industrial Park (I-1) District by conditional use permit;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Scottsdale, Arizona, as follows:

Section 1. That the Zoning Ordinance of the City of Scottsdale, is amended by amending Article V, District Regulations, Section 5.1800 (I-1) Industrial Park District, Section 5.1803, Use Regulations, as provided in the attached Exhibit "1", incorporated herein by reference.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein 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.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ___ day of January, 2003.

ATTEST:

By:_____
Sonia Robertson
City Clerk

CITY OF SCOTTSDALE, an Arizona municipal corporation

By:_____
Mary Manross
Mayor

APPROVED AS TO FORM:

By: Patricia J Boomsma for
David A. Pennartz
City Attorney

ATTACHMENT #7

Sec. 5.1803. Use regulations.

The uses allowed in the I-1 district are generally those industrial office, laboratory, manufacturing, warehousing, wholesaling, and aeronautical uses. Manufacturing, processing, servicing, warehousing, cleaning and testing shall take place entirely within completely enclosed buildings, shall not create any offensive noise, vibration, smoke, dust, odor, heat, glare, fumes, or electrical interference, and shall not generate excessive truck traffic. Outdoor storage shall take place behind solid masonry walls.

A. *Permitted uses.*

1. Aeronautical activities.

   a. Municipal airports, as defined in Chapter 5 of the Scottsdale Revised Code, and associated on-airport supporting uses.

   b. Off-airport aeronautical activities, limited to those authorized by and subject to compliance with all applicable definitions, qualifications, minimum operating standards, rules and regulations set forth in or established pursuant to Chapter 5 of the Scottsdale Revised Code.

2. Business and professional offices.

3. Research and development laboratories and offices.

4. Manufacturing and processing.

   a. Bakery.

   b. Blueprinting, printing, lithography.

   c. Cosmetics compounding.

   d. Electronic assembly.

   e. Electronic component manufacturing.

   f. Fabric assembling (include fur, leather, textiles, etc.).

   g. Glass assembling.

   h. Garment manufacturing.

i. Instrument manufacturing.

j. Jewelry manufacturing.

k. Machine shops.

l. Motion picture production.

m. Musical instruments, games, or toy manufacturing.

n. Ornamental metal working.

o. Pharmaceuticals compounding.

p. Plastics assembling.

q. Rubber assembling.

r. Sheet metal assembling or fabricating.

s. Sign manufacturing.

t. Solar equipment assembling or manufacturing.

u. Wood assembling (limited to finished products).

5. Branch post office.

6. Broadcasting station or studio, excluding sending or receiving tower.

7. Contractor, general or subcontractor.

8. Emissions testing facility.

9. Furniture store.

10. Gymnasium (limited to gymnastics training).

11. Municipal uses.

12. Wholesale or warehouse operations.

13. Churches and places of worship (temporary five (5) years).

14. Day care center, if the drop off or outdoor play area is more than

one hundred (100) feet from a residential district.

15. Personal wireless service facilities; minor, subject to the requirements of sections 1.906, 3.100 and 7.200.

16. Retail sales directly related to but clearly incidental to a primary manufacturing, assembly, or contractor use provided the retail sales area does not exceed either ten (10) percent of the gross floor area of the primary use or one thousand (1,000) square feet, whichever is less. Retail sales for the purpose of the I-1 section of the zoning ordinance shall be defined as transactions involving goods purchased by the ultimate consumer for personal or household use.

17. Unoccupied recreational vehicle storage which is not adjacent to any residential district (see Section 5.1803.B.27 for unoccupied recreational vehicle storage which is adjacent to any residential district).

B. *Uses subject to a conditional use permit.*

1. Antique, rare or unusual auto restoration.

2. Auction gallery.

3. Automobile and boat assembly and reassembly, excluding general repairs and maintenance.

4. Bank. No use permit application for banks or financial institutions shall be granted unless the following conditions exist: The use shall be compatible with the I-1 development and/or abutting residential development. The use shall be primarily to serve the needs of the industrial park and shall be located accordingly. The use shall not be detrimental to the surrounding area due to: Increased automobile traffic, noise generated from within the site, character of proposed building.

5. Beverage bottling.

6. Bulk cleaning and laundry.

7. Ceramics manufacturing.

8. Cosmetics manufacturing.

9. Day care center, if the drop off or outdoor play area is within one

hundred (100) feet from a residential district. No use permit for this use shall be granted unless the conditions enumerated in 1.403 and the following conditions exist:

a. The use shall be compatible in scale, mass and architecture with the I-1 development and any abutting residential development.

b. Substantial I-1 development shall have occurred in the immediate area so as to provide a localized demand for the use.

c. Building orientation and access to the site shall be directed to interior local industrial streets.

d. Site plan design shall minimize vehicular conflicts between industrial/commercial uses and day care center patrons.

10. Delicatessen. No use permit application for a delicatessen shall be granted unless the following conditions exist: The use shall be primarily to serve the needs of the industrial park and shall be located accordingly. The use shall not exceed two hundred (200) square feet of public floor area and shall not occur in a building wherein the delicatessen would be the sole or primary use. Delicatessen for the purpose of the I-1 section of the zoning ordinance shall exclude retail sales of grocery items or alcoholic beverages and shall provide no indoor or outdoor tables for dining.

11. Equipment storage.

12. Food processing and preparation, excluding slaughtering and fat rendering.

13. Furniture manufacturing or refinishing.

14. Health studio. No use permit application for a health studio shall be granted unless the following conditions exist:

a. The use shall be compatible with I-1 development and/or any abutting residential development. The use shall be primarily to serve the needs of the industrial park and shall be located accordingly. The use shall not be detrimental to the surrounding area due to: Increased automobile traffic, noise generated from within the site, character of proposed building.

15. Ice plant.

16. Off-airport heliport, subject to compliance with all applicable definitions, qualifications, minimum operating standards, rules, and regulations set forth in or established pursuant to Chapter 5 of the Scottsdale Revised Code.

17. Personal wireless service facilities; major, subject to the requirements of sections 1.400, 3.100 and 7.200.

18. Pharmaceuticals manufacturing.

19. Plastics manufacturing.

20. Plating or replating.

21. Pottery manufacturing.

22. Public utility service yard.

23. Restaurant. No use permit application for a restaurant shall be granted unless the following conditions exist:

    a. The use shall be compatible with I-1 development and/or any abutting residential development. The use shall be primarily to serve the needs of the industrial park and shall be located accordingly. The use shall not be detrimental to the surrounding area due to: Increased automobile traffic, noise generated from within the site, character of the proposed building.

24. PRIVATE AND CHARTER SCHOOL HAVING NO ROOM REGULARLY USED FOR HOUSING OR SLEEPING OVERNIGHT. NO CONDITIONAL USE PERMIT APPLICATION FOR A PROPOSED PRIVATE AND CHARTER SCHOOL SHALL BE DEEMED COMPLETE UNLESS THE ZONING ADMINISTRATOR HAS DETERMINED THAT THE PROPOSED PRIVATE AND CHARTER SCHOOL, IF ESTABLISHED, WOULD NOT BE LOCATED WITHIN THE 60 DNL, OR HIGHER, NOISE CONTOUR, AS SHOWN IN THE "GENERAL PLAN AND ZONING MAP" LOCATED IN THE CURRENT SCOTTSDALE AIRPORT NOISE COMPATIBILITY PLAN, INCLUDING ANY AMENDMENTS TO THAT PLAN. SUBJECT TO DEVELOPMENT REVIEW BOARD APPROVAL AND COMPLIANCE WITH STANDARDS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING AS WELL AS THOSE OTHERWISE REQUIRED IN THE DISTRICT.

(a) LOCATION: ALL PROPOSED PRIVATE AND CHARTER SCHOOLS SHALL BE LOCATED A MINIMUM OF FIVE HUNDRED (500) FEET FROM ANY ADULT USE.

(b) LOT AREA: THE MINIMUM LOT AREA SHALL BE EQUAL TO THAT REQUIRED FOR THE DISTRICT, EXCEPT THAT NO LOT SHALL BE LESS THAN FORTY-THREE THOUSAND (43,000) SQUARE FEET (NET).

(c) NOISE: THERE SHALL BE NO OUTSIDE SPEAKER SYSTEM OR BELLS IF THE SCHOOL BUILDING IS WITHIN ONE HUNDRED (100) FEET OF A SINGLE-FAMILY DWELLING OR MULTIFAMILY DWELLING UNIT.

(d) LIGHTING: ALL LIGHTING ADJACENT TO RESIDENTIAL DISTRICTS SHALL BE SETBACK A MINIMUM OF THIRTY (30) FEET FROM THE PROPERTY LINE.

(e) OPEN SPACE: PER UNDERLYING ZONING DISTRICT OPEN SPACE REQUIREMENTS. ALL NAOS REQUIREMENTS OF THE DISTRICT MUST BE MET AND MAY BE APPLIED TOWARDS THE OVERALL OPEN SPACE REQUIREMENTS SUBJECT TO COMPLIANCE WITH NAOS STANDARDS.

(f) PARKING: PARKING SHALL OBSERVE THE FRONT YARD SETBACKS OF THE DISTRICT FOR ALL FRONTAGES. PARKING SHALL BE LOCATED AND SCREENED PER THE REQUIREMENTS OF THE DISTRICT. A TWENTY-FOOT MINIMUM LANDSCAPED SETBACK SHALL BE PROVIDED WHERE PARKING IS ADJACENT TO RESIDENTIAL DISTRICTS.

(g) OUTDOOR RECREATION AREA: ALL OUTDOOR PLAYGROUNDS AND RECREATION AREAS SHALL BE ENCLOSED BY A SIX (6) FOOT WALL OR FENCE TO PROTECT THE SAFETY AND WELFARE OF THE STUDENTS AND SHALL BE LOCATED WITHIN THE SIDE OR REAR YARD.

(h) DROP-OFF AREA: A DROP-OFF AREA ACCOMMODATING A MINIMUM OF FIVE (5) VEHICLES SHALL BE LOCATED ALONG A SIDEWALK OR LANDING AREA CONNECTED TO THE MAIN ENTRANCE TO THE SCHOOL.

(i) ANY PUBLIC TRAILS OR PEDESTRIAN CONNECTIONS SHALL BE INCORPORATED INTO THE SITE PLAN AND APPROVED BY THE DEVELOPMENT REVIEW BOARD.

(j) CIRCULATION PLAN: THE APPLICANT SHALL SUBMIT A CIRCULATION PLAN TO INSURE MINIMAL VEHICULAR CONFLICTS BETWEEN THE STUDENT DROP-OFF AREA, POTENTIAL VAN AND BUS DROP-OFF AREA, PARKING, ACCESS DRIVEWAYS, PEDESTRIAN AND BICYCLE PATHS ON SITE.

(k) AIRPORT NOISE MITIGATION: APPLICATIONS LOCATED BETWEEN THE 55 DNL AND THE 60 DNL NOISE CONTOUR, AS SHOWN IN THE "GENERAL PLAN AND ZONING MAP" LOCATED IN THE CURRENT SCOTTSDALE AIRPORT NOISE COMPATIBILITY PLAN, INCLUDING ANY AMENDMENTS TO THAT PLAN, SHALL USE SOUND ATTENUATION MEASURES TO REDUCE OUTSIDE-TO-INSIDE NOISE BY 25 DB. THESE SOUND ATTENUATION MEASURES ARE SHOWN IN THE MODEL BUILDING CODE CONTAINED IN THE SCOTTSDALE AIRPORT NOISE COMPATIBILITY PLAN

~~24.~~**25.** Television or radio sending or receiving tower.

~~25.~~**26.** Unoccupied recreational vehicle storage adjacent to any residential district. No use permit shall be granted for unoccupied recreational vehicle storage which is adjacent to any residential district unless the following conditions have been satisfied:

a. The site plan shall demonstrate that:

1. A wall and/or landscaping screens the unoccupied recreational vehicle storage from any residential district.

b. The applicant has provided a written lighting plan which addresses exterior lighting on the property, if provided, in accordance with Section 7.600 of the zoning ordinance. The lighting plan shall demonstrate that proposed exterior lighting does not direct light upon any adjacent property.

c. The applicant has provided any additional information required by city staff in order to evaluate the impacts of the proposed use upon the area.

City Council Report

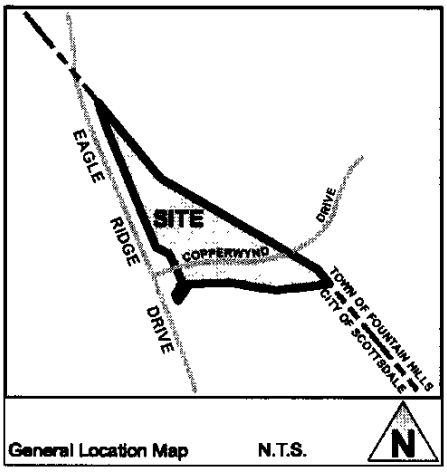
MEETING DATE: January 21, 2003 ITEM NO. 5 GOAL: Coordinate Planning to Balance Infrastructure

SUBJECT **Deannexation to Fountain Hills**

REQUEST Request to Adopt Ordinance #3485 to deannex Tracts J, K and P (1.69 acres), as recorded on the Final Plat of Condillera at CopperWynd, Book 483 of Maps, page 08, to the Town of Fountain Hills.
1-AN-2002

Key Items for Consideration:
- Potential loss of sales tax if commercial uses are built on the site.
- Police and Fire will no longer need to serve the site.
- Potential of new uses (hotel rooms, parking structure, maintenance building) could occupy the site.

Related Policies, References:
- Annexation Ordinance (tentatively on the 2/06/03 Fountain Hills Town Council agenda)



General Location Map N.T.S.

OWNER Sun Tech Development LLC
602-852-3868

APPLICANT CONTACT Neil Ginsberg
Sun Tech Development LLC
602-852-3868

LOCATION Tracts J, K and P, as recorded on the Final Plat of Condillera at CopperWynd

BACKGROUND

Zoning.
The site is zoned Single-Family Residential District, Environmentally Sensitive Lands (R1-7 ESL). This zoning district allows for residential homes and related residential uses.

General Plan.
The General Plan Land Use Element designates the site as Suburban Residential. This category includes medium to small-lot single-family neighborhoods or subdivisions with densities more than one house per acre, but less than eight houses per acre.

Context.
The site is located along the eastern City of Scottsdale Corporate Boundary Limits, north of Shea Blvd. Specifically, the site is located along the east side of Eagle Ridge Drive and includes a portion of a private drive called

Copperwynd Drive. The site currently consists of the private drive and an existing paved parking lot north of the drive.

North and east of the site is an existing mixed-use project consisting of a small hotel, clubhouse, attached luxury homes, and tennis courts. The uses on this property, zoned Multi-Family Residential with a Special Use Permit (R-5 SUP), are located within the Town of Fountain Hills. The Special Use Permit allows for the construction of a 35-unit hotel, restaurant, and tennis club. The municipal/jurisdictional boundary line is located between the parking lot (in the City of Scottsdale) and the mixed-use project (in the Town of Fountain Hills). The Cordillera at Copperwynd subdivision, zoned R1-7 ESL, is found south of the site in the City of Scottsdale City Limits. There is an NAOS tract, belonging to that subdivision, directly adjacent to the site. Eagle Ridge Drive right-of-way is adjacent to the western property line of the site. Beyond the street is another NAOS tract, belonging to the Eagle Ridge Subdivision. The subdivision, zoned R1-7 ESL, and the street are located in the City of Scottsdale City Limits.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The property owner and the Town of Fountain Hills are requesting that the City of Scottsdale de-annex a small piece of land into the Town of Fountain Hills. The property consists of three separate tracts (J, K, and P), which combine for a total of 1.69 acres. All three tracts are contiguous to each other and to the Town of Fountain Hills. Tract J, 80 ft. in width and approximately 260 ft. long, is currently a private street called Copperwynd Drive. Tract P, located south of Tract J, runs the length of the Tract P and is approximately 30 ft. wide. The remaining Tract K is a triangular piece of land located at the northeast corner of Eagle Ridge Drive and Copperwynd Drive.

The applicant's purpose for the request is to consolidate the entire property into one jurisdiction, the Town of Fountain Hills. The applicant could potentially build more hotel rooms, a new parking structure, and a maintenance building that could encroach into the tracts that were part of the City of Scottsdale. Spatial relief to accommodate the new structures and a cohesive and unified development would be accomplished by consolidating the entire project into Fountain Hills. After the de-annexation and annexation process is complete, the applicant plans on rezoning the property to Multi-Family Residential with a Special Use Permit (R-5 SUP).

Ordinance No. 3485 formalizes the de-annexation of a 1.69 piece of property, consisting of three tracts, located in the City of Scottsdale. This de-annexation is consistent with the annexation of the same property to the Town of Fountain Hills, which is tentatively scheduled to go before the Fountain Hills City Council on February 6, 2003.

Community Impact.
There would be no impact to the community if the property remained as a parking lot. A few hundred dollars per year would be lost due to the non-collection of property taxes. If the applicant is successful in rezoning the property, the possibility of new uses could be built on portions of the site. The new uses could include more hotel rooms, a parking structure, tennis courts, and a maintenance building.

IMPACT ANALYSIS

Fiscal.
A few hundred dollars per year will be lost due to the non-collection of property taxes if de-annexed. The current use, a parking lot, is not a use that collects sales taxes. Therefore, no sales tax revenue will be lost. The only potential lost in sales tax would result if the property owner were permitted to build commercial uses on the site after it has been annexed to the Town of Fountain Hills.

Traffic.
If the parking lot remains unchanged, with no expansions or new uses, traffic to and from the site will remain the same. New uses, such as commercial, could potentially increase traffic to and from the site.

Water/Sewer.
The city does not provide the site with water and sewer lines. The site currently receives its water from the Chaparral City Water Company and its sewer service from the Fountain Hills Sanitation District.

Police/Fire/Refuse.
This site is located on the eastern slope of the McDowell Mountains making it an inconvenient and inefficient area to provide some city services. Overall, this de-annexation lessens the service area for the Police and Fire departments. The Town of Fountain Hills has agreed to provide Police and Fire services to this site. The city does not provide refuse service to the site. The Town of Fountain Hills currently provides refuse service the site.

Schools District comments/review.
The Fountain Hills Unified School District and the Scottsdale Unified has been notified of this application by staff.

Land Use.
There are no negative impacts to the Land Use Element of the General Plan.

Community involvement.
The city has sent post cards to all property owners within 300 ft. of the site. One property owner, Sun Tech Development, LLC, owns the site, which includes all three tracts. The property owner has written a letter to the City of Scottsdale requesting the three tracts be de-annexed and annexed into the Town of Fountain Hills.

OPTIONS AND STAFF RECOMMENDATION

Description of Option A:
Do not approve the de-annexation. Consider keeping the property within the City of Scottsdale Corporate City Limits.

Description of Option B:
Approval of the de-annexation ordinance would result in transferring a 1.69 acre private drive and parking lot to the Town of Fountain Hills.

Recommended Approach:
Staff recommends approval, subject to the attached ordinance.

RESPONSIBLE DEPT(S)

Planning and Development Services Department
Current Planning Services

STAFF CONTACT(S)

Bill Verschuren
Senior Planner
480-312-7734
E-mail: bverschuren@www.ScottsdaleAZ.gov

APPROVED BY

for 1/7/02
Kroy Ekblaw Date
Planning and Development Services General Manager

12/12/02
Ed Gawf Date
Deputy City Manager

ATTACHMENTS

1. Applicant's Narrative
2. Context Aerial
2A. Aerial Close-Up
3. Land Use Map
4. Zoning Map
5. Ordinance No. 3485
6. Legal Description of all Three Tracts
7. Letter from Property Owner

4434 North Civic Center Plaza Suite 101 Scottsdale Arizona 85251 480 423 1800 Fax 480 423 9322

DOUGLAS SYDNOR
ARCHITECT AND
ASSOCIATES, INC.

DEANNEXATION FROM THE CITY OF SCOTTSDALE
CONCEPTUAL PLANNING PHASE
Arch. File: 2001-8A
May 2, 2002

The Town of Fountain Hills (TOFH) is respectfully requesting that the City of Scottsdale (COS) deannex a small property into the Town of Fountain Hills. The following narrative identifies the property, purpose for this request and the reasons for such a request.

Location:
Specific properties involved include Tract's J, K and P as recorded on the Final Plat of Condillera at CopperWynd, Book 483 of Maps, page 08. Attached is Exhibit A – Legal Description of the property and Exhibit B – Sketch of Legal Description showing the municipal boundaries. Each exhibit was produced by a civil engineer, Robert E. Consoni, P.E., R.L.S., of Gervasio and Associates, Inc. It is understood that TOFH would provide the legal description to the COS. Tract areas are J, K and P, for a total 73,545 square feet or 1.69 acres. Property is contiguous to TOFH and may be annexed per state statute.

Purpose:
Sun Tech Development, LLC, owner of CopperWynd, is planning Phase II of the existing CopperWynd project, an environmentally sensitive mixed-use development with a 50,000 square feet clubhouse, small hotel with 32 rooms and luxury attached homes. The property for CopperWynd Phase I and Phase II includes the TOFH and the COS property; and therefore a municipal/ jurisdictional line splits this privately owned property. Vast majority of the property area is located in the TOFH with a much smaller portion in the COS. All existing Phase I structures are located in TOFH and some site improvements including a parking lot, landscaping and walks are located in COS. Phase II envisions most new vertical structures in TOFH with a revised parking lot and a small maintenance building in COS. A new approximately 260 space parking structure, 13,000 square feet meeting facility and approximately 100 hotel units may cross over the current jurisdictional line. With the entire project property consolidated in the TOFH it gives some spatial relief to accommodating the new structures and provides a more cohesive and unified CopperWynd development.

Philosophy:
There are a few broad philosophical reasons to consider deannexation of this property per the City of Scottsdale policies and process. These existing City of Scottsdale policies include:

1. Protecting the natural environment:
   The parcels involved are mostly the slopes of an existing hillside and the natural desert environment. With this potential deannexation such open space will remain untouched, thereby continuing to protect the natural environment. Only areas that have been previously disturbed by

ATTACHMENT #1

constructed site improvements or are excavated areas will be the same areas where new Phase II construction or revisions to the existing site improvement are to be made.

2. Allowing for the efficient provision of services:
This deannexation avoids the COS having to technically and legally provide some services to this site, such as police and fire protection, and refuse collection. Vehicular access would need to continue with the existing Eagle Ridge Drive located at the west edge of the CopperWynd development. Various COS utilities such as water, waste and power may continue or be provided as new tie-ins from the COS utility lines. Overall this deannexation lessens the COS requirement to deliver services and is therefore more "efficient." TOFH is willing to provide the necessary police and fire protection, and refuse collection, as the people and structures warrant. For the COS, providing services to this area tends to be more expensive as it is a remote outlying area at the eastern most border. It is actually located on the eastern slopes of Fountain Hills side of the McDowell Mountains, a rather inconvenient and inefficient location to provide some COS services. This request is reinforced by the May 1996 COS deannexation of the Sunridge Canyon north of CopperWynd of 100 acres to the TOFH. With the COS City Manager/ Staff Report stating "4. Land that is difficult to provide City services to on the east side of the ridge will be removed from Scottsdale."

3. Bringing in new revenue sources, such as resorts into the city:
Existing condition does not bring into the COS any significant revenue, and with the deannexation this is unchanged.

4. Establishing a larger and fairer economic base to support the city's services:
The current economic base is unchanged with the deannexation. In fact, some city services such as police and fire protection are not required to the degree as they currently are, and would lower the economics associated with them. TOFH is willing to absorb the need for these new services and add the related overhead costs to their city budget.

5. Creating a stronger community:
Consolidation of the properties unifies the CopperWynd Phase I clubhouse, hotel units and town homes; and Phase II additional hotel rooms, meeting facility and structured parking. This will make the resort-like community a more functioning whole and therefore stronger. The specific properties will accommodate support functions as parking and maintenance uses, which contributes to a stronger community. Each TOFH and COS community is stronger because this property is no longer fractionalized between the two cities.

6. Protecting its boundaries:
Current border definition as it runs through a portion of CopperWynd property does not protect its borders, as it is not well defined. It is placed awkwardly, illogically and diagonally across the corner of the property.

Proposed relocation and redefinition of the borders makes it much more clearly defined and therefore protected. Attached Exhibit B graphically depicts a border line that defines the owner's property and retains Eagle Ridge Drive in the City of Scottsdale.

In summary the above items demonstrate the logic for approving the deannexation from the City of Scottsdale and enabling the Town of Fountain Hills to annex the described properties. The COS deannexation and TOFH annexation understands that they are "contigent upon the fulifillment of the condition of the state statute 9-471.02 deannexation from one municipality and annexation to another municipality." Should there be any questions in regards to this matter, please call Neil D. Ginsberg, Partner with Sun Tech Development, LLC at 602-852-3868, Extension 1; John Berry, Attorney with Beus, Gilbert & Morrill, P.L.L.C., at 602-234-5811; or Douglas B. Sydnor, AIA with Douglas Sydnor Architect and Associates, Inc. at 480-423-1800.

Copper Wynd Resort and Club

1-AN-2002

ATTACHMENT #2

Copper Wynd Resort and Club

1-AN-2002

ATTACHMENT #2A

General Plan

Rural Neighborhoods
Suburban Neighborhoods
Urban Neighborhoods
Mixed-Use Neighborhoods
Resorts/Tourism

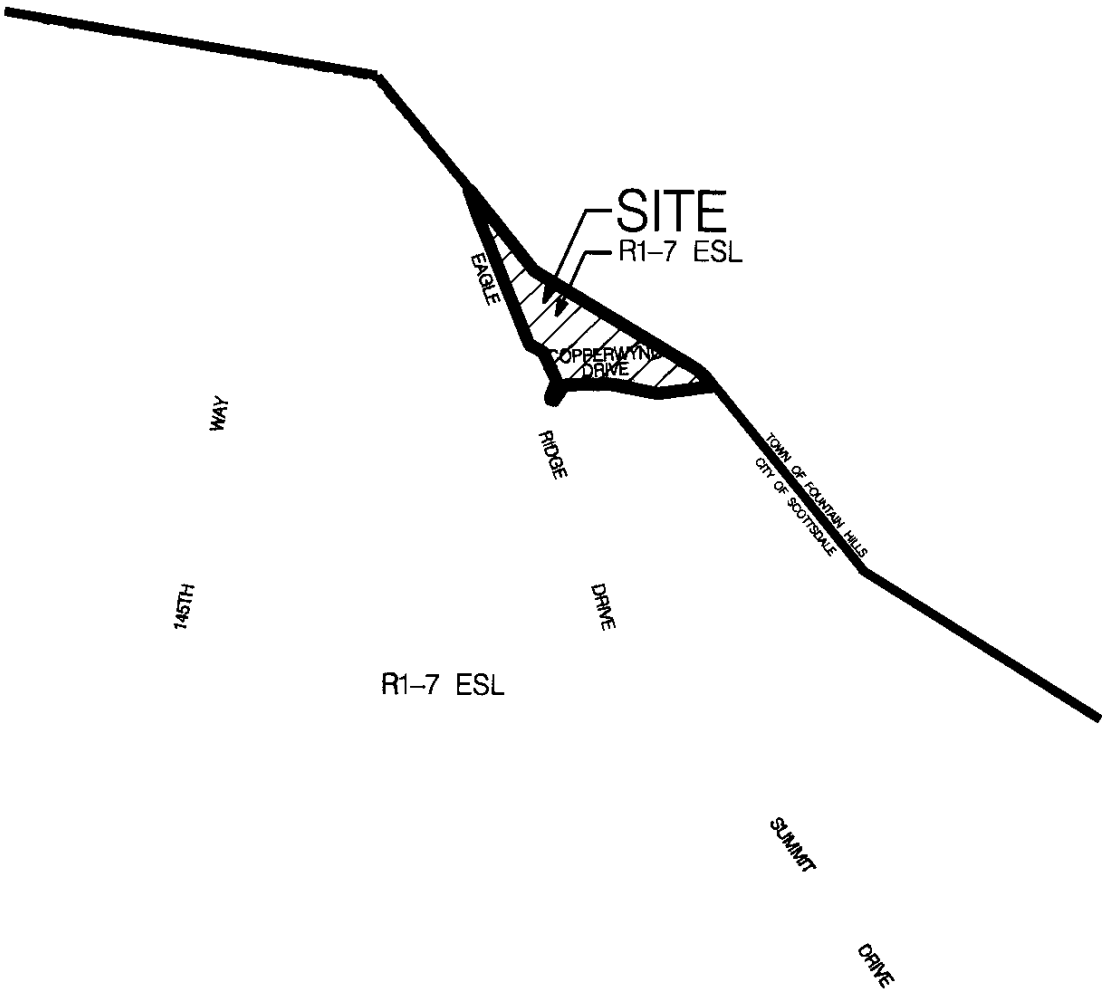
Shea Corridor
Mayo Support District
Regional Use District

Commercial
Office
Employment
Natural Open Space
Developed Open Space (Parks)
Developed Open Space (Golf Courses)
Cultural/Institutional or Public Use
State Trust Lands under State Land Commissioner's Order #078-2001/2002

McDowell Sonoran Preserve (as of 3 /2002)
Recommended Study Boundary of the McDowell Sonoran Preserve
City Boundary

N

1-AN-2002
ATTACHMENT #3



1-AN-2002

ATTACHMENT #4

ORDINANCE NO. 3485

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, DEANNEXING AND DECREASING THE CORPORATE LIMITS OF THE CITY OF SCOTTSDALE, PURSUANT TO ARIZONA REVISED STATUTES SECTION 9-471.02, BY DEANNEXING CERTAIN TERRITORY WITHIN THE PRESENT CORPORATE LIMITS OF THE CITY OF SCOTTSDALE, CONTINGENT UPON THAT SAME TERRITORY BEING ANNEXED BY THE TOWN OF FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA, AND UPON FULFILLMENT OF THE CONDITIONS OF SECTION 9-471.02, ARIZONA REVISED STATUTES.

WHEREAS, the City Council has determined it to be in the best interest of the City of Scottsdale for certain territory within the corporate boundaries of the City, specifically described in the attached Exhibit A and shown on the maps attached as Exhibits B and C of this Ordinance, to be deannexed from the City of Scottsdale contingent upon that same territory being concurrently annexed by the Town of Fountain Hills; and

WHEREAS, section 9-471.02, Arizona Revised Statutes, provides for the deannexation of land from one municipality and the annexation to another municipality if all of the conditions of the statute are fulfilled; and

WHEREAS, the Territory proposed to be de-annexed is contiguous to the Town of Fountain Hills;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Scottsdale as follows:

Section 1. That the City Council hereby determines that the territory to be de-annexed, hereafter referred to as the "Territory," is as legally described in the attached Exhibit "A," incorporated herein by this reference, and shown on the maps attached as Exhibits "B" and "C," incorporated herein by this reference.

Section 2. That the City Council hereby expresses its intention to deannex the Territory and hereby declares the deannexation to have occurred and the present corporate limits of the City of Scottsdale modified and decreased to exclude the Territory, contingent upon the annexation of the same Territory by the Town of Fountain Hills, Maricopa County, Arizona, and upon fulfillment of the conditions more particularly set forth in section 9-471.02, Arizona Revised Statutes.

Section 3. That the City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance and the attached maps to the Chairman and the Clerk of the Board of Supervisors of Maricopa County, Arizona, evidencing its successful passage on the day and date written below.

Section 4. That the City Clerk is hereby authorized and directed to notify by letter the owner of any real property in the territory to be deannexed at least twenty days before the hearing by the Board of Supervisors. Such notification shall specify that the area is to be deannexed and annexed to the Town of Fountain Hills and that such property shall continue to be subject to any tax lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the City Council of the City of Scottsdale while the property was within the corporate limits. The letter shall further state that the property owner may protest the action by letter to the Maricopa County Board of Supervisors prior to the hearing or in person at the hearing.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this _____ day of January, 2003.

ATTEST:

By:_____
Sonia Robertson
City Clerk

CITY OF SCOTTSDALE, an Arizona municipal corporation

By:_____
Mary Manross
Mayor

APPROVED AS TO FORM:

By: Patricia J. Boomsma for
David A. Pennartz
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Tracts "K", "J" and "P" of "CORDILLERA AT COPPERWYND", a subdivision Plat recorded in Book 483 of Maps, Page 08, Records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northeasterly corner of said Tract "K";

THENCE South 39 degrees 14 minutes 57 seconds East, along the Northerly line of said Tract "K", a distance of 243.71 feet;

THENCE South 59 degrees 20 minutes 26 seconds East, continuing along the Northerly line of said Tract "K", a distance of 317.41 feet to the Northeasterly corner of said Tract "J";

THENCE South 59 degrees 20 minutes 26 seconds East, along the Easterly line of said Tract "J", a distance of 91.04 feet to the Southeasterly corner of said Tract "J", said point also being the Northeasterly corner of said Tract "P";

THENCE South 59 degrees 20 minutes 26 seconds East, along the Easterly line of said Tract "P", a distance of 41.55 feet;

THENCE South 38 degrees 57 minutes 36 seconds East, continuing along the Easterly line of said Tract "P", a distance of 44.46 feet to the Southeasterly corner of said Tract "P";

THENCE South 83 degrees 07 minutes 30 seconds West, along the Southerly line of said Tract "P", a distance of 134.36 feet;

THENCE North 79 degrees 22 minutes 24 seconds West, continuing along the Southerly line of said Tract "P", a distance of 110.32 feet;

THENCE South 87 degrees 38 minutes 26 seconds West, continuing along the Southerly line of said Tract "P", a distance of 102.97 feet;

THENCE South 32 degrees 50 minutes 41 seconds West, continuing along the Southerly line of said Tract "P", a distance of 49.85 feet to the Southwesterly corner of said Tract "P", said point being on the Easterly Right-of-Way Line of Eagle Ridge Drive, as shown on "MAP OF DEDICATION FOR EAGLE RIDGE DRIVE" as recorded in Book 465 of Maps, Page 16 of Official Records of Maricopa County, Arizona, said point also being on a curve concave Southwesterly, having a radius of 2035.00 feet and a radial bearing of South 68 degrees 13 minutes 42 seconds West;

THENCE Northwesterly, along the Westerly line of said Tract "P" and along the Easterly Right-of-Way Line of said Eagle Ridge Drive, along the arc of said curve, through a central angle of 00 degrees 30 minutes 13 seconds and an arc distance of 17.89 feet;

THENCE North 24 degrees 39 minutes 29 seconds East, continuing along the Westerly line of said Tract "P" and along the Easterly Right-of-Way Line of said Eagle Ridge Drive, a distance of 30.60 feet to the Northwesterly corner of said Tract "P", said point being the beginning of a non-tangent curve concave Southeasterly, having a radius of 310.00 feet and a radial bearing of South 18 degrees 10 minutes 17 seconds East;

THENCE Northeasterly, along the Northerly line of said Tract "P" and along the Easterly Right-of-Way Line of said Eagle Ridge Drive, along the arc of said curve through a central angle of 00 degrees 57 minutes 31 seconds and an arc distance of 5.19 feet to the Southwesterly corner of said Tract "J";

THENCE North 25 degrees 49 minutes 41 seconds West, along the Westerly line of said Tract "J" and along the Easterly Right-of-Way Line of said Eagle Ridge Drive, a distance of 80.73 feet to the Northwesterly corner of said Tract "J", said point also being the Southerly Southwesterly corner of said Tract "K";

THENCE North 65 degrees 11 minutes 12 seconds West, continuing along the Westerly line of said Tract "K" and along the Easterly Right-of-Way Line of said Eagle Ridge Drive, a distance of 32.99 feet to the Westerly Southwesterly corner of said Tract "K";

THENCE North 22 degrees 14 minutes 49 seconds West, continuing along the Westerly line of said Tract "K" and along the Easterly Right-of-Way Line of said Eagle Ridge Drive, a distance of 307.65 feet to a point on the beginning of a tangent curve concave Northeasterly, having a radius of 765.00 feet and a radial bearing of North 67 degrees 45 minutes 11 seconds East;

THENCE Northwesterly, continuing along the Westerly line of said Tract "K" and along the Easterly Right-of-Way Line of said Eagle Ridge Drive, along the arc of said curve, through a central angle of 06 degrees 08 minutes 25 seconds and an arc distance of 81.98 feet returning to the POINT OF BEGINNING.

Containing 1.69 acres or 73,545 square feet, more or less.

BASIS OF BEARINGS

North 22 degrees 14 minutes 49 seconds West along the Monument Line of Eagle Ridge Drive (adjacent to Tract "K") as shown on Plat of "CORDILLERA AT COPPERWYND", Book 483 of Maps, Page 08, Maricopa County Recorder - and as shown on "MAP OF DEDICATION FOR EAGLE RIDGE DRIVE", Book 465 of Maps, Page 16, Maricopa County Recorder.

Reference is hereby made to the attached Exhibit B drawings.

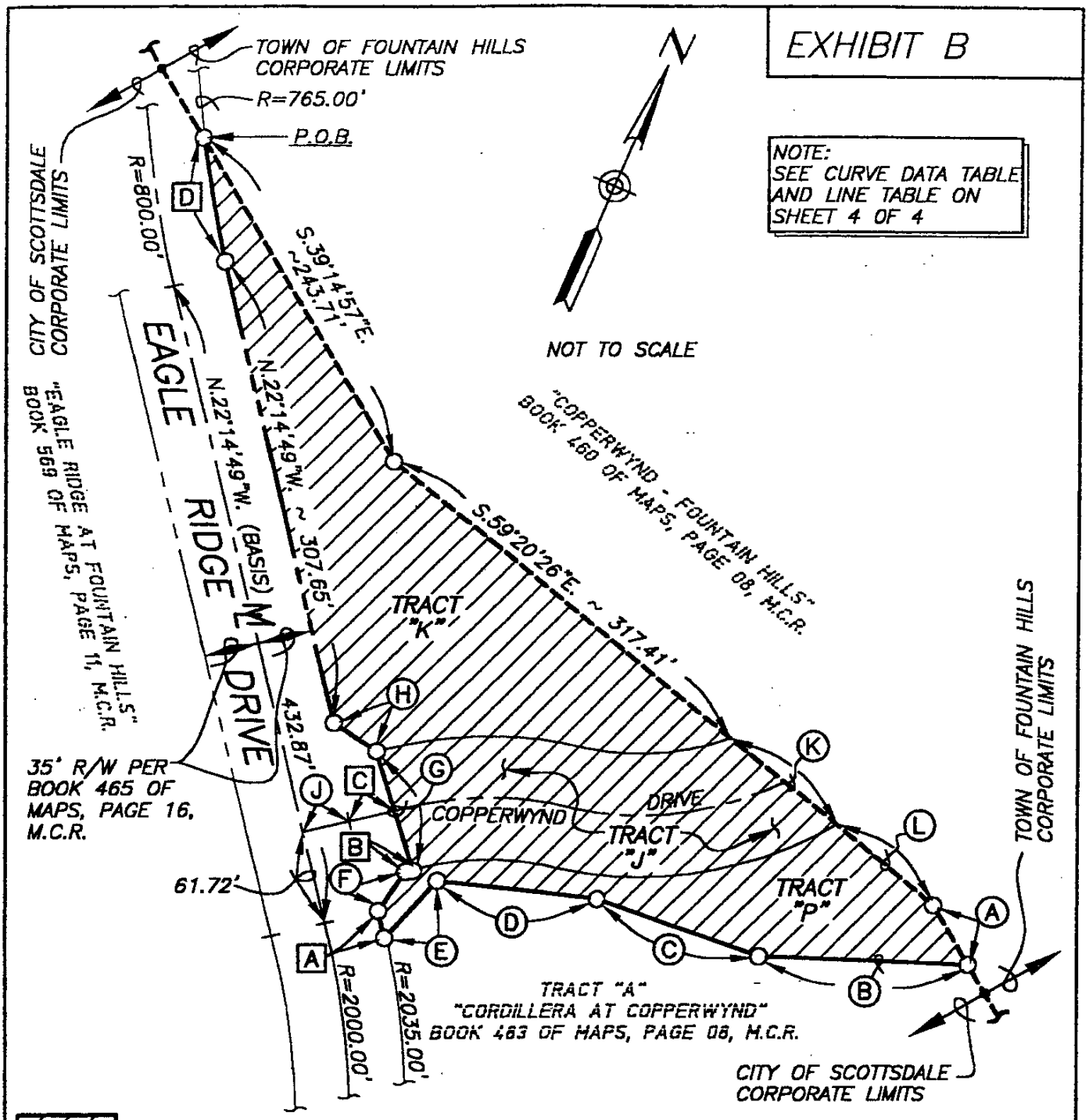
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 15931
JOSEPH A. GERVACIO
ARIZONA, U.S.A.
4/10/02

Sheet 2 of 4

1237.1 B01
04/10/02
GT/REC:bls

EXHIBIT B

NOTE:
SEE CURVE DATA TABLE AND LINE TABLE ON SHEET 4 OF 4



— INDICATES AREA DESCRIBED BY LEGAL DESCRIPTION.

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.
CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

TRACTS "K", "J" & "P" OF "CORDILLERA AT COPPERWYND"

REGISTERED LAND SURVEYOR CERTIFICATE NO. 16331 JOSEPH A. GERVASIO ARIZONA U.S.A.

Job No.	1237.1B01
Date	04/10/02
By	IAW/GT/REC
Sheet No.	3 OF 4

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EXHIBIT B

CURVE DATA TABLE				
CURVE	DELTA	RADIUS	ARC	CHORD
A	00°30'13"	2035.00'	17.89'	N.22°01'24"W.~17.89'
B	00°57'31"	310.00'	5.19'	N.72°18'29"E.~5.19'
C	04°05'42"	350.00'	25.01'	N.69°48'02"E.~25.01'
D	06°08'25"	765.00'	81.98'	N.19°10'36"W.~81.94'

LINE TABLE		
LINE	BEARING	DISTANCE
A	S.38°57'36"E.	44.46'
B	S.83°07'30"W.	134.36'
C	N.79°22'24"W.	110.32'
D	S.87°38'26"W.	102.97'
E	S.32°50'41"W.	49.85'
F	N.24°39'29"E.	30.60'
G	N.25°49'41"W.	80.73'
H	N.65°11'12"W.	32.99'
J	N.67°45'11"E.	35.00'
K	S.59°20'26"E.	91.04'
L	S.59°20'26"E.	41.55'

NOTE:
SEE SKETCH OF TRACTS "K", "J" & "P" OF "CORDILLERA AT COPPERWYND" ON SHEET 3 OF 4

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 15291
JOSEPH A. GERVASIO
ARIZONA, U.S.A.
10-02

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.
CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

TRACTS "K", "J" & "P" OF "CORDILLERA AT COPPERWYND"

Job No.	1237.1B01
Date	04/10/02
By	JAW/GT/REC
Sheet No.	4 OF 4

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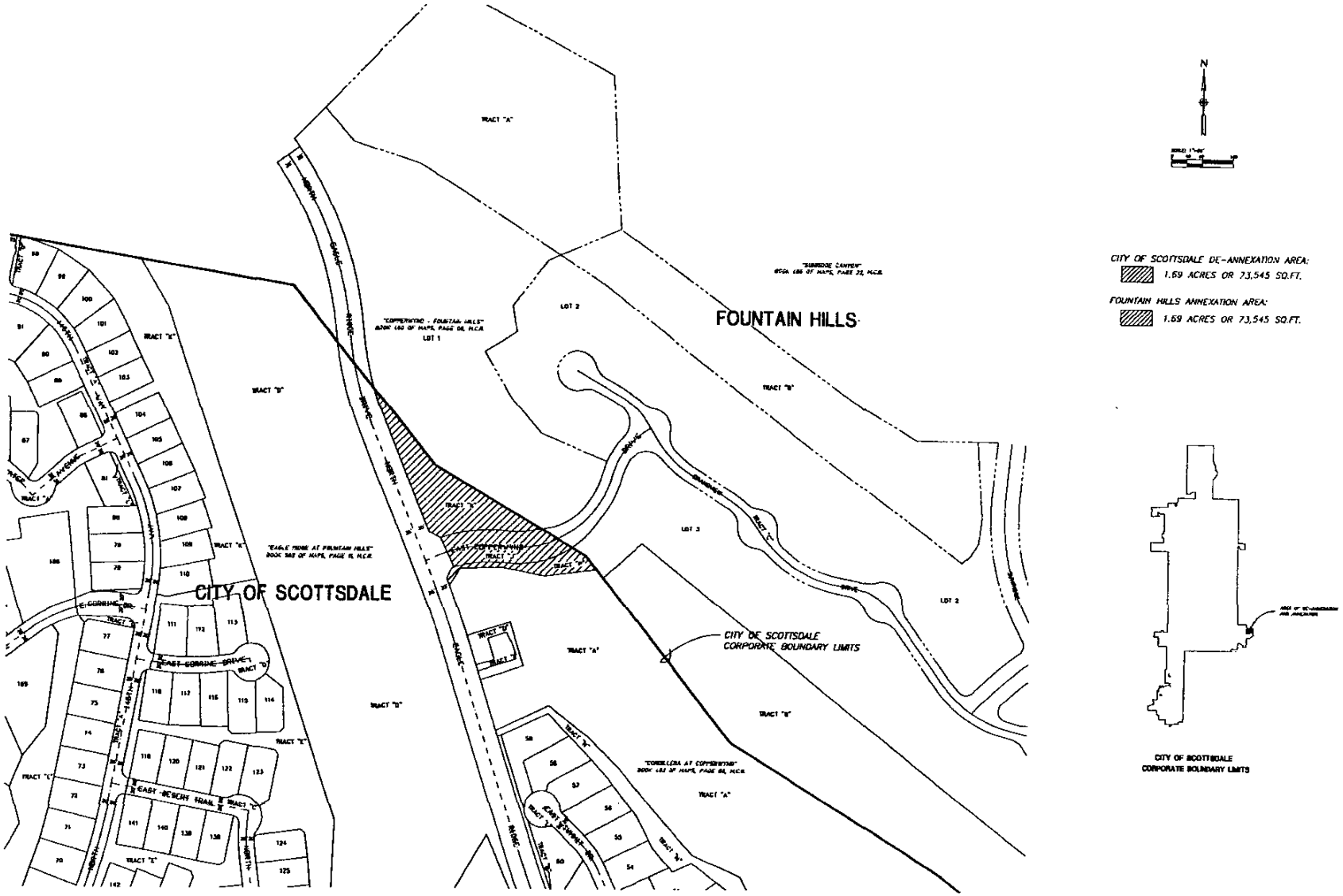
EXHIBIT C

CITY OF SCOTTSDALE DE-ANNEXATION / FOUNTAIN HILLS ANNEXATION

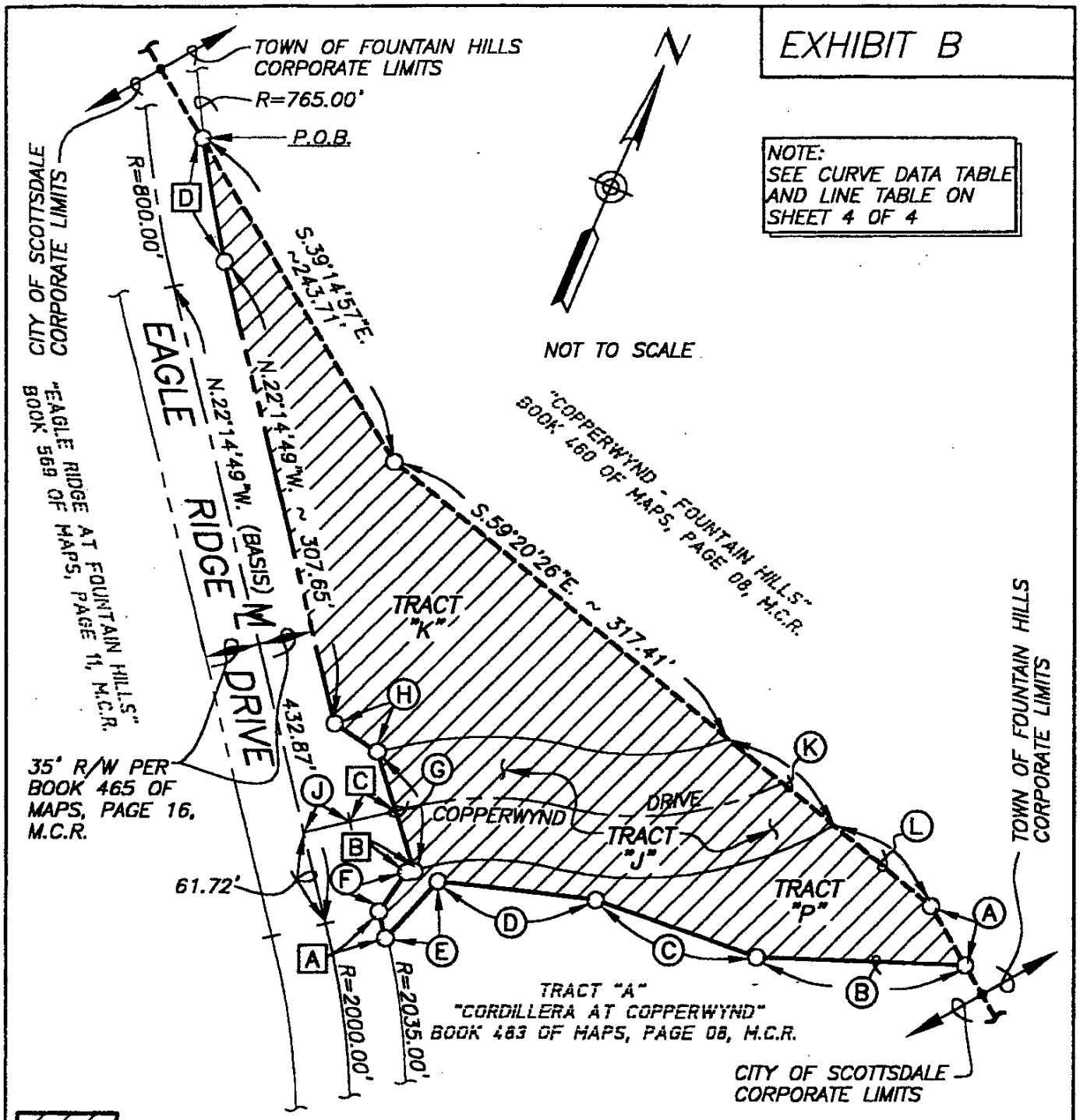


GERVASIO & ASSOC. INC.
CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

G&A #1237.1801

EXHIBIT B

NOTE:
SEE CURVE DATA TABLE AND LINE TABLE ON SHEET 4 OF 4



— INDICATES AREA DESCRIBED BY LEGAL DESCRIPTION.

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.
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4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

TRACTS "K", "J" & "P" OF "CORDILLERA AT COPPERWYND"

REGISTERED LAND SURVEYOR CERTIFICATE NO. 16631 JOSEPH A. GERVASIO ARIZONA U.S.A.

Job No.	1237.1B01
Date	04/10/02
By	IAW/GT/REC
Sheet No.	3 OF 4

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ATTACHMENT #6

S U N T E C H D E V E L O P M E N T , L L C

Sun Tech Development, LLC
8777 North Gainey Center Drive
Suite 236
Scottsdale, Arizona 85258 USA

Tel: 480.707.7750
Fax: 480.707.7751

November 1, 2002

Ms. Pat Boosma
City Attorney
City of Scottsdale
3939 North Drinkwater Boulevard
Scottsdale, AZ 85251

Re: CopperWynd Resort and Club

Dear Ms. Boosma:

Please accept this letter as confirmation that Sun Tech Development, L.L.C., owner of CopperWynd Resort and Club, is respectfully requesting that the City of Scottsdale deannex a small portion of our property into the Town of Fountain Hills.

The specific property involved includes Tracts J, K and P, as recorded on the Final Plat of Condillera at CopperWynd, Book 483 of Maps, page 08. Enclosed for your reference, please find:

1. The legal description of the specific property.
2. A sketch of the legal description, showing the municipal boundaries.
3. Quit-claim deeds for Tracts J, K and P.

Thank you for your assistance, and please call me (602-852-3868) if you require additional information.

Yours truly,

Neil D. Ginsberg
Managing Partner
Sun Tech Development, L.L.C.
2944 N. 44th Street, Suite 250
Phoenix, AZ 85018

Enclosures

cc: Bill Verschuren, Senior Planner
City of Scottsdale

Douglas Sydnor, Architect
Douglas Sydnor Architect and Associates, Inc.

ATTACHMENT #7

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 6 GOAL: Neighborhoods

SUBJECT

Purchase of crime laboratory DNA (deoxyribonucleic acid) equipment and supplies to facilitate the examination of 'No Suspect' DNA sexual assault backlog cases.

REQUEST

- Adopt Resolution No. 6218 authorizing the Police Department to accept the National Institute of Justice No Suspect Casework DNA Backlog Reduction Program (FY 2001) grant from the Arizona Department of Public Safety in the amount of $114,954.00. The grant does not require the City to match the grant funds.
- The Police Department Crime Laboratory will use the grant to purchase a genetic analyzer, a 2700 Thermocycler and related DNA supplies. This equipment and supplies will be used to process the Police Department's 'no suspect' sexual assault backlog casework and identify possible suspects using DNA profiling. The FY 2002/03 Grants budget includes budget for this grant.

Related Policies, References: This agreement is made under the authority of A.R.S. §41-1713,B, (3). Reference National Institute of Justice Federal Grant #2002-DN-BX-K016, CFDA #16-564.

BACKGROUND

The analysis of biological evidence left at the scene of a sexual assault for DNA profiles, along with the establishment of a national DNA convicted sexual assault database (CODIS), has become a powerful tool for law enforcement. However, recent nationwide surveys have revealed that police departments maintain large backlogs of 'no suspect' sexual assault cases. These are cases in which the victim could not identify the perpetrator of the sexual assault. These backlogs exist because local crime labs may not have the personnel, the equipment, or the supplies to perform examinations for both the 'no suspect cases' in addition to those cases that do have suspects and have the added pressure of pending court dates.

Realizing the magnitude of this problem, the Federal Government initiated a funding source to assist state and local police department crime laboratories in purchasing equipment and supplies, and to pay overtime expenses to assist in reducing 'no suspect' casework DNA backlogs. A project to address this issue was initiated by the joint participation of all the crime laboratories in the State of Arizona. The crime laboratory directors met to develop a statewide plan that would effectively meet the needs of each individual crime laboratory. Through the grant funding, the goal is for Arizona crime laboratories to quantify their 'no suspect' casework DNA backlog issues, determine the type of equipment and

Action Taken_____

supplies needed to reduce the backlogs, and then dedicate staff to work on the reductions of this backlog. The Scottsdale Police Department Crime Laboratory has developed a plan to eliminate within a twelve-month period the backlog of 'no suspect' sexual assault cases using grant funding to cover the expense of purchasing equipment and supplies needed to perform this task.

Conditions of the grant restrict the use of these funds to the purchasing of DNA supplies dedicated only to the elimination of 'no suspect' DNA sexual assault backlog cases. However, all equipment purchased under this grant can and will be used for not only the elimination of current backlog cases, but also for the analysis of any future cases.

ANALYSIS & ASSESSMENT

Prior to the advent of DNA analysis in the crime laboratory and if the suspect could not be readily identified, the investigator would place the forensic analysis of the evidence on hold until suspect standards could be obtained for comparative purposes. One of the potential uses of DNA is in developing suspects in 'no suspect' sexual assault cases by using DNA profiling of biological samples left at the crime scenes and searching these profiles through a national convicted offender DNA database.

Recent staff action. The crime laboratory staff has recently reviewed all backlog 'no suspect' sexual assault cases since 1995 and determined that there are 105 cases that have not been examined due to the fact that at the time of the reported assault, no suspect could be identified. Approximately 85 of these 105 cases should contain biological evidence from which DNA can be extracted and profiled for comparative purposes.

Without additional equipment and supplies, it was determined that the two current DNA examiners could not process the evidence from the 'no suspect' sexual assault backlog cases without also impeding current caseload requests.

RESOURCE IMPACTS

Available funding. The grant will provide 100% of the funding for the DNA equipment and related supplies purchases. The City is not required to match the grant funds. The FY 2002/03 Grants Budget includes budget for this grant. Grant center 230-36512 will be established to record all grant activity. The monitoring of the expenditures will be accomplished through quarterly budget and progression reports to the Arizona Department of Public Safety.

Staffing, workload impact. No additional staff will be required to operate the system once it is in place. Currently, two staff members share the same equipment, working around each other's caseload. The purchase of additional equipment through this grant will allow them to double their output by providing each examiner their own equipment to use.

Maintenance requirements. The genetic analyzer will require a maintenance contract after the first year of purchase. In anticipation of acceptance of this grant and purchase of the equipment, $6,000 for the maintenance contract has been included in the FY 03/04 Crime Lab's line item budget.

Future budget implications. If the Police Department and the City continue to process all current and future no suspect DNA related casework, DNA supplies and the maintenance contract for the genetic analyzer costs of $10,000 and $6,000, respectively, will need to be included in the FY 2004/05 Crime Lab budget. Additional staff will not be required to operate the system.

(Continued)

Due to federal, CODIS, and crime laboratory accreditation requirements concerning the validation of DNA equipment and procedures, the crime laboratory will be seeking a sole source purchase for the genetic analyzer. This will be done in order to maintain the same type of equipment, software, supplies, and procedures currently in use in the crime laboratory. Thus, eliminating the requirement to write and validate new DNA procedures and software, a process that can take over sixty days to complete.

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Contract with a private vendor to perform the examination and DNA analysis of all backlog casework (outsourcing). The cost of outsourcing is a minimum of $1,200 per case. Crime laboratory staff would still be required to spend time packaging evidence for shipment, reviewing the results produced by the contract vendor and then entering any data into the national DNA database.

Description of Option B: Continue to restrict the use of DNA analysis to only casework identified as to having a known suspect.

Recommended Approach: The staff recommends that this grant be accepted for the following reasons:

- It will provide needed funding to purchase DNA supplies and equipment to eliminate the 'no suspect' sexual assault casework backlog by January 2004.
- It will provide DNA equipment necessary to double existing staff output thereby allowing the lab to process all current and future no suspect casework.
- It will identify sexual assault predators and aid in their removal from our neighborhoods.

Proposed Next Steps: If the grant is accepted, the crime laboratory will initiate the bid process to purchase the required DNA equipment. All identified backlog sexual assault cases will be screened for DNA evidence, the DNA profiled, and searched through the national convicted sexual assault DNA database. Any "hits" will be verified and the names turned over to the case detective as investigative leads.

RESPONSIBLE DEPT(S)

Police Department, Administrative Services Bureau, Forensic Services Division

STAFF CONTACTS

Allen Steve Garrett
Forensic Services Division Manager
480-312-5280
sgarrett@ci.scottsdale.az.us

APPROVED BY

FOR 1-2-03

Name Date

Douglas L. Bartosh
Chief of Police
480-312-5310
dbartosh@ci.scottsdale.az.us

(Continued)

1/3/3

Name
Craig Clifford
Chief Financial Officer
480-312-2364
cclifford@ci.scottsdale.az.us

Date

1/3/3

Name
Jan Dolan
City Manager
480-312-2422
jdolan@ci.scottsdale.az.us

Date

ATTACHMENTS

1. Resolution # 6218

(Continued)

RESOLUTION NO. 6218

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY TO ACCEPT GRANT FUNDING FOR THE PURCHASE OF LABORATORY DNA EQUIPMENT AND SUPPLIES UNDER THE NATIONAL INSTITUTE OF JUSTICE NO SUSPECT CASEWORK DNA BACKLOG REDUCTION PROGRAM.

WHEREAS, the National Institute of Justice provides funding for a program entitled the *No Suspect Casework DNA Backlog Reduction Program (FY 2001)* through the Arizona Department of Public Safety; and

WHEREAS, this grant provides funds to local governments for the purchase of laboratory equipment and supplies to further the examination of no suspect DNA (deoxyribonucleic acid) backlog casework; and

WHEREAS, the acceptance of this grant allows the Police Department to purchase equipment and supplies to enhance its ability to reduce its backlog of no suspect sexual assault casework; and

WHEREAS, the purchase of this equipment and supplies will increase the capacity and capability of the crime laboratory to process no suspect backlog casework and identify possible suspects through the development of DNA profiles recovered from crime scene evidence;

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That the Scottsdale City Council hereby authorizes the Scottsdale Police Department to accept the *No Suspect Casework DNA Backlog Reduction Program (FY 2001)* grant and purchase DNA equipment and supplies.

Section 2. That Mary Manross, Mayor, is hereby authorized to accept the grant awarded by the Arizona Department of Public Safety, resulting in a total grant award of $114,954 for one (1) year.

Section 3. That the City of Scottsdale is hereby authorized to establish a grant center account, number 230-36512 for the purpose of receiving the grant funding.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 21 day of January, 2003.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: _____
Mary Manross, Mayor

ATTEST:

By: _____
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

By: _____
Donna M. Bronski, Deputy City Attorney
for David A. Pennartz, City Attorney

CITY COUNCIL REPORT

MEETING DATE: 01/06/2003 ITEM NO. 7 GOAL: Neighborhoods

SUBJECT

Sub-grant funds to Scottsdale Prevention Institute to direct a coordinated effort to address juvenile crime through a wide range of prevention, intervention and treatment strategies.

REQUEST

- ADOPT RESOLUTION No. 6219, authorizing the Police Department to accept the Juvenile Accountability Incentive Block Grant (JAIBG), Year 5, from the Governor's Division for Children, and pass-through the funds to Scottsdale Prevention Institute (SPI). SPI will use the $74,387 grant to fund coordinated efforts to address juvenile crime through a wide range of prevention, intervention and treatment strategies. SPI will fund the 10% grant match requirement. The FY 2002/03 Grants Budget included budget for this grant.
- AUTHORIZE Professional Services Contract between the City of Scottsdale and Scottsdale Prevention Institute that formalizes the disbursement of all funds in the Juvenile Accountability Incentive Block Grant, year 5.

Related Policies, References: Juvenile Accountability Incentive Block Grant Application.

BACKGROUND

The Scottsdale Police Department (SPD) in partnership with Scottsdale Prevention Institute (SPI) and LINKS Community Collaborative (LINKS) will use a coordinated effort to address juvenile crime by a broad range of prevention, intervention and treatment strategies designed to address the issues of community protection, accountability and competency issues.

In 1995, Scottsdale Mayor's Alliance Against Drugs was absorbed into a community effort called "LINKS". LINKS represents a collaborative partnership of organizations and individuals including city officials, school personnel, parents, media youth focused organizations, social service agencies, law enforcement, religious organizations, healthcare professional, business leaders, and community members who have endorsed and committed resources to the development and implementation of a community-wide prevention plan. LINKS partners include Scottsdale Unified School District, Scottsdale HealthCare, Scottsdale Prevention Institute, Scottsdale Chamber of Commerce, Scottsdale Community College, Scottsdale Boys and Girls Club, and the Scottsdale-Paradise Valley YMCA. LINKS provides a framework for Scottsdale citizens to share and coordinate goals, strategies and responsibilities to achieve the goals of the grant for a healthy community.

The focus of the grant is accountability in juvenile justice ensuring that as a result

Action Taken_____

of their wrongdoing, juvenile offenders face individualized consequences that make them aware of and answerable for the loss, damage, or injury perpetrated upon the victim. The first year a foundation was built for integrating the juvenile justice system. The second year funding provided equipment and tools to the school resource officers to increase their ability to communicate and respond to the forming partnerships in youth juvenile crime and development programs. The subsequent years of funding have included SPI and have continued to build the sharing of information and training through the duration of the Juvenile Crime Enforcement Task Force's directed efforts. This group has members from all areas of the juvenile concerned community who want to address the issues of community protection, accountability, and competency development.

The fifth year will be a continuation of the programs listed below:

1. Second Step: A Violence Prevention Program - Second Step is a collaborative effort between SPI and the Scottsdale Police Department School Resource Officers. The program teaches violence prevention strategies to students in grades K-8 in selected schools. From July 2001 – July 2002, approximately 1,050 students received the 12-week program at ten (10) Scottsdale schools. In 2001, the Department of Education Office of Safe and Drug-Free Schools rated the Second Step program as exemplary and was the only violence prevention program in the country to receive this status.

2. Strengthening Families Program – The goal of the program is to educate families about good communication, problem-solving skills, self-control, and cohesiveness. Families attending program sessions have the opportunity to have appropriate strategies modeled and practiced in a supervised setting before trying to implement the strategies in the home environment.

3. Juvenile Crime Enforcement Task Force – An important goal of the task force was achieved this year when they successfully created a map of the entire juvenile justice system including all aspects of the community from law enforcement to the courts to intervention organizations. This has been especially beneficial to the group to focus on different areas where more information needs to be shared and allows for informative presentations from different agencies as part of the community collaboration process. LINKS partners have shared valuable information about programs that involve the early identification, supervision, and treatment of juveniles who have serious delinquent behavior problems.

ANALYSIS & ASSESSMENT

Significant issues to be addressed. SPI and LINKS will continue to meet with the Juvenile Crime Enforcement Task Force to review and modify the community-wide plan for addressing issues related to reducing juvenile crime through a comprehensive program of needs assessment, education and mobilization. Facilitating the interaction of prevention providers with stakeholders in the community will improve resource allocation and address community level risk factors that hinder the realization of a safer and drug-free community.

RESOURCE IMPACTS

Available funding. This is the fifth year that Scottsdale has been awarded this annual grant. This year it will provide $74,387 in funding. SPI will be responsible for meeting the co-share amount of $7,489. This meets the 10% cash match requirement. The City will not incur any continuing costs or addition of personnel from this grant.

Staffing, workload impact. This grant does not include additional staffing. SPI provides all personnel necessary to use the grant funds.

Future budget implications. The Office of Juvenile Justice and Delinquency Prevention administer the JAIBG program under the supervision of the Department of Justice. The funds are provided as block grants to states and allocations are made to cities throughout the state on an annual basis if federal funds are available. There is no obligation to accept the funds.

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Decline the grant and do not participate in the Community collaboration with SPI and LINKS.

Description of Option B: Review next year's grant for uses within the City as opposed to sub-granting the funds to an outside agency. The review will have to assess the impact of not having the assistance and experience of SPI and LINKS in working with the schools and the community. The City will need to meet the grant requirement of forming a Juvenile Crime Enforcement Coalition which must include representatives from the police, sheriff, prosecutor, State or local probation services, juvenile court, schools, business, and religious, fraternal, nonprofit, or social service organizations involved in crime prevention. The coalition then must develop a coordinated enforcement plan for reducing juvenile crime.

Description of Option C: Approve the request – City Council could approve the request this evening.

Recommended Approach: The staff recommends this grant be accepted due to the following reasons:

- Allows for a community approach to addressing juvenile crime.
- Provides added resources in the prevention, intervention and treatment strategies for juveniles in the community.

Proposed Next Steps: If the grant is accepted, SPI will initiate the action plan for the new year of grant funding.

RESPONSIBLE DEPT(S)

Police Department, Budget Office

STAFF CONTACTS

Carla A. Murillo
Police Budget Analyst
480-312-5202
cmurillo@ci.scottsdale.az.us

APPROVED BY

Name 12-17-02 Date

Douglas L. Bartosh
Chief of Police
480-312-5310

dbartosh@ci.scottsdale.az.us

12/20/02

Name
Janet M. Dolan
City Manager
480-312-2422
jdolan@ci.scottsdale.az.us

Date

12/19/02

Name
Craig Clifford
Chief Financial Officer
480-312-2364
cclifford@ci.scottsdale.az.us

Date

ATTACHMENTS

1. Professional Services Contract
2. Resolution 6219
3. JAIBG Year 5 Applicaton

RESOLUTION NO. 6219

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS WITH BOTH THE UNITED STATES DEPARTMENT OF JUSTICE AND THE SCOTTSDALE PREVENTION INSTITUTE TO ACCEPT GRANT FUNDING TO BE PASSED THROUGH TO THE SCOTTSDALE PREVENTION INSTITUTE FOR JUVENILE CRIME REDUCTION PROGRAMS UNDER THE JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT, YEAR FIVE (5).

WHEREAS, the Juvenile Accountability Incentive Block Grants Act of 1997 (Act) provides for implementation of programs to promote greater accountability in the juvenile justice system; and

WHEREAS, this Act provides funds to local governments to underwrite projects that support juvenile justice programs; and

WHEREAS, the Scottsdale Police Department was invited to and did apply for funding under this Act in order to participate with the Scottsdale Prevention Institute to use a wide range of prevention, intervention and treatment strategies; and

WHEREAS, the Scottsdale Police Department and Scottsdale Prevention Institute will use these strategies to develop multi-level approaches to implementing juvenile delinquency prevention efforts in Scottsdale; and

WHEREAS, the Scottsdale Police Department and Scottsdale Prevention Institute desires these strategies to reduce the rate of future juvenile involvement with the criminal justice system;

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That Mary Manross, Mayor, is hereby authorized to accept the Juvenile Accountability Incentive Block Grant (JAIBG) funds, year five (5), and pass through the funds to the Scottsdale Prevention Institute to support juvenile justice programs.

Section 2. That Mary Manross, Mayor, is hereby authorized to accept the grant awarded by the Governor's Division for Children, resulting in a total grant award of $74,387.

Section 3. That the City of Scottsdale is hereby authorized to establish a new center, called Grant No. 36515, for the purpose of receiving the grant funding.

Section 4. That Mary Manross, Mayor, is hereby authorized to enter into an agreement with the SPI to carry out the terms of Grant No. 36515 in substantially the same form as the one attached to this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 21st day of January, 2003.

City of Scottsdale, a
municipal corporation

By: _____
Mary Manross, Mayor

ATTEST:

By: _____
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

By: Donna M. Bronski

Donna M. Bronski, Deputy City Attorney for
David A. Pennartz, City Attorney

CITY OF SCOTTSDALE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into this 21st day of January, 2003, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona hereinafter referred to as "City", and Scottsdale Prevention Institute, an Arizona Non Profit Organization, hereinafter referred to as "Sub-grantee".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, City is the recipient of grant funds in the amount of $74,387 under a grant from the State of Arizona, Governor's Division for Children, and must pay matching funds in the amount of $7,439; and

WHEREAS, the City desires to contract with Sub-grantee by passing through grant funds so that Sub-grantee may direct and coordinate the efforts of various community groups to address juvenile crime through a wide range of prevention, intervention and treatment strategies; and

WHEREAS, Sub-grantee is duly qualified to perform the requested services;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Sub-grantee shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the professional services required by this Contract.

1.1 SERVICE DESCRIPTION

Scottsdale's entire grant application for the Juvenile Accountability Incentive Block Grant Program (JAIBG) for year 5 (Exhibit 1) is incorporated herein by this reference as fully as if written out below. If any provision in this Agreement conflicts with any provision of the grant application, the provision of the grant application will control.

1.2 ACCEPTANCE AND DOCUMENTATION

A. The City shall provide all necessary information to the Sub-grantee for timely completion of the tasks specified in Item 1.1 above.
B. All documents, including but not limited to, data compilations, studies, and reports which are required to be kept under the terms of the grant application are to be and remain the property of the City and are to be delivered or made available to the Contract Administrator as required under the grant application.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task shall be recorded and submitted to the Contract Administrator. Sub-grantee shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and submit such documents to the Contract

Administrator for reimbursement and make such materials available for audit by the City pursuant to Section 4.7 of this Contract.

2.2 FEE SCHEDULE

A. The amount paid to Sub-grantee inclusive of all expenses under this Contract shall not exceed $74,387.

B. Sub-grantee will be responsible for paying the co-share amount of $7,439. This meets the 10% cash match requirement of the JAIBGP Grant to City. The City will not incur any continuing costs or addition of personnel from this grant.

2.3 PAYMENT APPROVAL

All charges must be approved as set forth in the Grant Application.

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract shall be for the grant period of January 21, 2003 through June 30, 2004.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Sub-grantee shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Sub-grantee shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Sub-grantee and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Sub-grantee's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Sub-grantee has delivered the last of the partially completed items. Sub-grantee shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Sub-grantee's suppliers or Subcontractors, which Sub-grantee could reasonably have avoided.

Termination for Cause:

A. City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Sub-grantee, or if the Sub-grantee fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Sub-grantee for any amount, and Sub-grantee shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

B. In the event Sub-grantee is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Sub-grantee.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Sub-grantee, its successors and assigns, including any individual, company, partnership or other entity with or into which Sub-grantee shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Sub-grantee shall sell its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Carla A. Murillo, Police Budget Analyst or her designee. The Contract Administrator shall oversee the execution of this Contract, assist the Sub-grantee in accessing the organization, audit billings, and approve payments. The Sub-grantee shall channel reports and special requests through the Contract Administrator, or as otherwise required by the terms of the Grant Application.

4.7 RECORDS AND AUDIT RIGHTS

A. Sub-grantee's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Sub-grantee or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Sub-grantee's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

B. Sub-grantee shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Sub-grantee and payee. Such requirements will also apply to any and all Subcontractors,

C. If an audit in accordance with this article, discloses overcharges, of any nature, by the Sub-grantee to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Sub-grantee. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Sub-

grantee's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Sub-grantee.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to received from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a Sub-grantee to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.10 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Sub-grantee:

Scottsdale Prevention Institute
Attn: Judith Crider, Program Director
14255 N. 76th Place, Suite A-1
Scottsdale, AZ 85260

In the case of City:

Scottsdale Police Department
Attn: Carla A. Murillo, Police Budget Analyst
9065 E. Via Linda
Scottsdale, AZ 85258

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.11 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.12 TAXES

Sub-grantee shall be solely responsible for any and all tax obligations which may result out of the Sub-grantees performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Sub-grantee.

4.13 ADVERTISING

No advertising or publicity concerning the City using the Sub-grantee's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

4.14 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.15 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.16 SUBCONTRACTORS

A. During the performance of the Contract, the Sub-grantee may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

B. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Sub-grantee.

4.17 INDEMNIFICATION

A. To the fullest extent permitted by law, Sub-grantee, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Sub-grantee relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Sub-grantee's and Subcontractor's employees.

B. Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.18 CHANGES IN THE WORK

A. The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

B. The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

C. Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.19 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

5.0 INSURANCE

A. This contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

B. The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

C. Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

D. **Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number will be subject to rejection and returned or discarded.**

5.1 Insurance Representations and Requirements

5.1.1 General: Sub-grantee agrees to comply with all applicable City ordinances and state and federal laws and regulations.

A. Without limiting any obligations or liabilities of Sub-grantee, Sub-grantee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

5.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Sub-grantee. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Sub-grantee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

5.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

5.1.5 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or

self insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Sub-grantee shall be solely responsible for any such deductible or self insured retention amount. City of Scottsdale, at its option, may require Sub-grantee to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Sub-grantee shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Sub-grantee. Sub-grantee shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.1.7 Evidence of Insurance:

A. Prior to commencing any work or services under this Contract, Sub-grantee shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Sub-grantee's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement.

B. If any of the above cited policies expire during the life of this Contract, it shall be Sub-grantee's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying insurance as required.
2. Sub-grantee's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Sub-grantee under this Contract.
4. Certificate shall cite 30 day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

5.2 **Required Coverage**

5.2.1 Commercial General Liability: Sub-grantee shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $1,000,000 Products and Completed Operations Annual Aggregate, and a $1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying.

5.2.2 Vehicle Liability: Sub-grantee shall maintain Business Automobile Liability insurance with a limit of $500,000 each accident on Sub-grantee's owned, hired, and non-owned vehicles assigned to or used in the performance of the Sub-grantee's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying.

5.2.3 Workers Compensation Insurance: Sub-grantee shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Sub-grantee's employees engaged in the performance of work or services under this Contract and shall also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this 21st day of January, 2003.

CITY OF SCOTTSDALE

By:_____
Mary Manross, Mayor

ATTEST:

By:_____
Sonia Robertson, City Clerk

CITY OF SCOTTSDALE REVIEW:

CITY CONTRACT ADMINISTRATOR

By: Carla A. Murillo 12/19/2002
Carla A. Murillo
Police Budget Analyst

Suzanne M. Welch for
Myron Kuklok
Risk Management Director

SUB-GRANTEE

By: Judith A. Crider 12/19/02
Judith Crider, Program Director
Scottsdale Prevention Institute

APPROVED AS TO FORM:

Donna M. Bronski
Donna M. Bronski, Deputy City Attorney for
David A. Pennartz, City Attorney

CITY OF SCOTTSDALE
CERTIFICATE OF INSURANCE

City Department:	Project Title:	Contract #:

Companies Affording Coverage		Current State of Arizona License		Current A.M. Best Rating
Producer:	A.	Yes	No	
Insured:	B. C. D. E.			

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EFFECTIVE DATE (mm/dd/yy)	LIMITS	(,000)
	General Liability . Commercial General Liability ☐ Occurrence ☐ Claims Made ☐ Owner's & Contractor's Prot. ☐ Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. Personal & Adv Injury Each Occurrence Fire Damage (any one fire) Med. Exp. (any one person)	$ $ $ $ $ $
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage	$ $ $ $
	Professional Liability . Type_____ . Claims Made Occurrence				Each Claim All Claims	$ $
	Excess Liability ☐ Umbrella Form ☐ Other than umbrella form ☐ Claims Made ☐ Occurrence				Each Occurrence Aggregate	$ $
	Workers Compensation Employer's Liability				Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	 $ $ $
	Builder's Risk					
	Other					

Description of Operations/Locations/Vehicles/Special Items:
City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company.

CERTIFICATE HOLDER/ADDITIONAL INSURED	Authorized Representative of the insurance company(ies)
City of Scottsdale 9191 E. San Salvador Drive Scottsdale, AZ 85258	Signature:_____ Date:_____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

INSURED

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG	$
	CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	$
	OWNERS & CONTRACTORS PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person))	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	$
	_____				EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS / OTHER	
	THE PROPRIETOR/ ☐ INCL				EL EACH ACCIDENT	$
	PARTNERS/EXECUTIVE OFFICERS ARE: ☐ EXCL				EL DISEASE . POLICY LIMIT	$
					EL DISEASE . EA EMPLOYEE	$
	Other:					

Description of Operations/Locations/Vehicles/Special Items:
City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. **APPLICABLE CONTRACT NUMBER**: _____

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTIVE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1/95)

© ACORD CORPORATION 1988

CONTRACT #2003-003-COS
Exhibit 1

APPLICATION FORMS

2002 JAIBG Application

This packet contains the forms necessary to complete the application. Please confirm that you have included each of the required components of the application. Please submit the original and two copies of the completed application.

Juvenile Accountability Incentive Block Grant (JAIBG) Intent Form

Arizona Governor's Division for Children

Unit of Local Government: Scottsdale Police Department-City of Scottsdale

Please type or print the name of the County, City/Town, or Tribe submitting this Intent Form.

Intent for JAIBG Funds:

Please check the appropriate response to indicate your interest/intent for the use of available JAIBG funds.

_x_ **Interested in receiving our JAIBG allocation**

2002 JAIBG Application will be mailed to you upon receipt of this form; completed application is due to the Governor's Division for Children no later than August 30, 2002. Please complete this form in its entirety.

____ **Interested in collaborating with other units of local government**

Please include a complete list of the collaborators and indicate below the agency designated to receive future JAIBG correspondence. Please complete this form in its entirety.

____ **Not interested in receiving our JAIBG allocation**

Your allocation will be reverted to the state to benefit programs statewide. Please complete this form with the name and signature of the Authorized Official.

Official Contact Person for Future Correspondence Regarding the 2002 JAIBG Award:

Please indicate the individual/agency responsible for submitting the 2002 JAIBG Application.

Name: Judith Crider Title: Program Director

Agency: Scottsdale Prevention Institute

14255 N. 76th Place, Suite A-1, Scottsdale, AZ 85260

Phone: (480) 443-3100 Fax: (480)443-3272 Email: judithc@qwest.net

Joint Plans (Collaborations)

Those entities choosing to develop a joint plan are required to select one organization to act as the fiscal agent. This organization will become the contractual subgrantee of the Governor's Division for Children. All fiscal reporting will be submitted from this organization and full fiscal and programmatic accountability will be this agency's responsibility.

Other members of the joint plan will become subgrantees of the fiscal agent. The fiscal agent will be responsible for passing funds through to other collaborators on a cost reimbursement basis, verifying allowability of reimbursed costs and monitoring those agencies in accordance with *OMB Circular A-102, Section .37 and .40*. Fiscal agents must have written agreements in place with each collaborating agency. In addition, payments made by the fiscal agent to the collaborating subgrantees must be supported by adequate fiscal and programmatic documentation, subject to review by the Governor's Division for Children.

Authorized Official for this Unit of Local Government:

(County Manager/County Board of Supervisors, Mayor/City Manager, Tribal Chair)

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ON THIS PAGE IS CORRECT.

Name: Jan Dolan Title: City Manager

Signature: [signature] Date: 6/28/02

Please return this form no later than July 10, 2002.

Patrice Balhoff, Assistant Program Administrator
Governor's Division for Children
1700 West Washington, Suite 101
Phoenix, Arizona 85007
Fax: (602) 542-4644

JUVENILE ACCOUNTABIITY INCENTIVE BLOCK GRANT APPLICATION 2002: COVER PAGE

This page should be completed and submitted as the front page of your plan.

APPLICANT AGENCY: MUST BE A LOCAL UNIT OF GOVERNMENT

(If this is a joint plan, the applicant agency acts as the sole subgrantee of the Governor's Division for Children. Other participating agencies become subgrantees to the applicant agency.)

Legal Title of Applicant Agency: **Scottsdale Police Department-City of Scottsdale**
Title of Program (s): Scottsdale's Community Initiative to Reduce Juvenile Crime
Address: 3939 Drinkwater Blvd.
City, State, Zip: Scottsdale, AZ 85251
County: Maricopa
Phone Number: 480-312-5310
Federal Employer ID Number: 86-6000735
Fiscal Year End Date: June 30
Approximately how much in federal funding will your organization expend in the fiscal year:
Fiscal Year 2002 $1..2 million
Fiscal Year 2003 $1 to 1.5 million
Does your organization undergo an annual independent audit in accordance with the OMB Circular A-133? YES

PROJECT DIRECTOR:

(The Project Director is considered the **primary contact person**, and the person who is directly responsible for ensuring that the plan is implemented. All future correspondence from the Governor's Division for Children will be sent to this person.)

Project Director: Judy Crider Title: Program Director
Agency: Scottsdale Prevention Institute
Mailing Address: 14255 N. 76th Place, Suite A-1, Scottsdale, AZ 85260
Phone: (480) 443-3100 Fax: (480) 443-3272 E-Mail: judithc@qwest.net

FISCAL CONTACT:

(The Fiscal contact will be responsible for **all issues relating to the finances of this grant.** The address provided below will also be the mailing address for all payments to the subgrantees.)

Fiscal Contact: Carla Murillo Title: Police Budget Analyst
Agency: Scottsdale Police Department
Mailing Address: 9065 E. Via Linda, Scottsdale, AZ 85258
Phone: (480) 312-5202 Fax: (480) 312-5092 E-Mail: n/a
Federal Employer ID Number (if different from above): _____

ALLOCATION AMOUNT: (If this is a joint plan, provide the total from all entities.)

JAIBG Allocation:	$ 66,948	Source of Cash Match:
Cash Match:	$ 7,438.67	Non-Federal Funds
Total Program Cost:	$ 74,386.67	

If applicable, please list other collaborators and their awards:
Collaborator: _____ Award: $ _____ Match: $ _____
Collaborator: _____ Award: $ _____ Match: $ _____

LOCAL JUVENILE CRIME ENFORCEMENT COALITION

Each unit of local government must utilize a JCEC to develop a coordinated enforcement plan for reducing juvenile crime. The utilization of existing coalitions is encouraged provided that the membership can be enhanced to meet the listed requirements.

Minimum required representations include: *(If any category is impracticable, explanation [illegible] provided.)*

A. Law Enforcement: Police
B. Law Enforcement: Sheriff
C. Prosecutor
D. Probation Services
E. Juvenile Court: District and/or municipal jurisdiction
F. Schools: School district and/or local middle/ high schools (please include students)
G. Business
H. Religious-affiliated, fraternal, non-profit, and/or social service organizations involved in crime prevention
I. Other (please specify)

Category	Name	Agency/Organization
A. Law Enforcement: Police	Chief Doug Bartosh	Scottsdale Police Department
B. Law Enforcement: Sheriff		
C. Prosecutor	Delia Neal	Scottsdale Prosecutor's Office
D. Probation Services	Alice Bustillo	Juvenile Probation, Director of Community Services
E. Juvenile Court: District and/or municipal jurisdiction	Hon. B. Monte Morgan	Scottsdale City Court
F. Schools: School district and/or local middle/ high schools	Dr. Althe Allen	Executive Director of Student Services, Scottsdale Unified School District
G. Business	(See LINKS list)	
H. Religious-affiliated, fraternal, non-profit, and/or social service organizations involved in crime prevention	Judy Crider	Scottsdale Prevention Institute
I. Other	Todd Hornback	LINKS Community Collaborative

LINKS
COMMUNITY COLLABORATIVE

Juvenile Crime Enforcement Task Force (JCETF)

Scottsdale's Community Initiative to Reduce Juvenile Crime Mission Statement

The LINKS Community Collaborative, a member of the Arizona Governor's Alliance Against Drugs, in partnership with the Scottsdale Police Department and the Scottsdale Prevention Institute will facilitate a coordinated effort to reduce juvenile crime by a broad range of prevention, intervention and treatment strategies designed to address the issues of community protection, accountability, and competency development.

JCETF Goal Statement

Increase collaborative efforts among LINKS' partners by implementing a Juvenile Crime Enforcement Task Force plan to reduce juvenile crime.

Expected Outcome

A comprehensive juvenile crime reduction strategic plan.

JCETF Objectives

1) Coordinate a regular and consistent information exchange among LINKS partners and juvenile crime prevention stakeholders.
2) Conduct a comprehensive assessment of the Scottsdale's Juvenile Justice System including, but not limited to: identifying gaps in services, determining partnership opportunities, and reducing overlap and duplication.
3) Review and adjust where appropriate individual strategic plans toward a more integrated Juvenile Justice System.
4) Advocate and develop where appropriate, partnerships in youth juvenile crime and substance abuse prevention, and youth development programs.

JCETF Milestones of Success

1) The LINKS Juvenile Crime Enforcement Task Force has presented findings and recommendations at the 2001 Annual Meeting
2) LINKS partners have reinforced information-sharing programs that have impacted the early identification, control, supervision, and treatment of juveniles who repeatedly commit serious delinquent acts.

Juvenile Crime Enforcement Task Force Roster

Updated: May 13, 2002

Name	*Organization*	*Address*	*Phone*	*E Mail*
Bartosh, Chief Doug	Scottsdale Police Department	9065 E. Via Linda, Scottsdale 85260	480-312-5370	Dbartosh@ci.scottsdale.az.us
Bentley, Paul	Scottsdale Police Department	9065 E. Via Linda, Scottsdale 85260	480-312-5095	pbentley@ci.scottsdale.az.us
Bustillo, Alice	Juv. Probation - Dir. Comm. Services	3125 W. Durango, Phoenix 85009	602-506-4442	alibus@juvenile.maricopa.gov
Crider, Judy	Scottsdale Prevention Institute	14255 N. 76th Pl., Scottsdale 85260	480-443-3100	Judithc@qwest.net
Dear, Sgt. Jim	Scottsdale Police Department	9065 E. Via Linda, Scottsdale 85260	480-312-8209	jdear@ci.scottsdale.az.us
French, Vicki	CoS - Youth & Family Services	4201 N. Hayden, Scottsdale 85251	480-312-7922	Vfrench@ci.scottsdale.az.us
Ghazi, Sarah	Gov. Division/Community Policy	1700 W. Washington #101, Phx 85007	602-364-2259	Sghazi@az.gov
Gray, Kathryn	Paradise Valley Town Prosecutor	6433 E. Lincoln Dr., PV 85253		Kgray@ci.paradise-valley.az.us
McGill, Hugh	CoS - Youth & Family Services	4201 N. Hayden, Scottsdale 85251	480-312-7922	Hmcgill@ci.scottsdale.az.us
Morgan, Hon. B. Monte	Scottsdale City Court	3700 N. 75 St. Scottsdale 85251	480-312-2772	Bmorgan@ci.scottsdale.az.us
Muilenberg, Todd	Scottsdale Police Department	9065 E. Via Linda, Scottsdale 85260	480-312-6277	Tmuilenberg@ci.scottsdale.az.us
Neal, Delia	Scottsdale Prosecutor's Office	3700 N. 75 St. Scottsdale 85251	480-312-2605	Dneal@ci.scottsdale.az.us
O'Neill, Steffie	Scottsdale Prevention Institute	14255 N. 76th Pl., Scottsdale 85260	480-443-3100	Sjoneill@qwest.net
Rosick, Cathy	Scottsdale Prevention Institute	14255 N. 76th Pl., Scottsdale 85260	480-443-3100	Azcathy@msn.com
Scott, Hon. Linda	Maricopa Juvenile Court	1810 S. Lewis, Mesa, 85210	602-506-2610	
Summit, Natalie	SPD - Crisis Intervention Unit	3700 N. 75 St. Scottsdale 85251	480-312-2976	N~~summit~~@ci.scottsdale.az.us
Townsend, Cheryln	Maricopa Juvenile Court Services	1810 S. Lewis, Mesa 85210	602-506-2638	Chetow@juvenile.maricopa.gov
Wintersteen, Chief John	Paradise Valley Police Department	6433 E. Lincoln Dr., PV 85253	480-948-7418	Jwintersteen@ci.paradise-valley.az.us
Wood, Dr. Althe	Scottsdale Unified School District	3811 N. 44 Street, Phoenix 85018	602-952-6113	Awood@susd.org

LINKS Staff

Hornback, Todd	LINKS Community Collaborative	3634 N. Drinkwater Blvd., 85251	480-675-6571	Thornback@shc.org
Stinchcombe, Karen	LINKS Community Collaborative	3634 N. Drinkwater Blvd., 85251	480-675-6579	Kstinchcombe@shc.org

Sample Agenda

Juvenile Crime Enforcement Task Force (JCETF)
Scottsdale Prevention Institute
May 15, 2002 ~ 8:00 to 10:00 A.M.

AGENDA

I. Welcome & Introductions ~ All

II. Announcements/Updates ~ All

III. Follow-Up Actions
- ✓ *Distribute JCETF Binder*
- ✓ *Response regarding Human Services Commission*

IV. Case Study ~ All
- ✓ *Regular Agenda Item*

V. Gaps & Overlaps ~ All

VI. Next Steps & Commitments ~ All

VI. Adjourn

The Next Meeting of the JCETF is the

(3rd Wednesday of every Month, 8-10am)

June 19, 2002 ~ 8:00 to 10:00 A.M.
Scottsdale Prevention Institute
14255 N. 76th Place, A-1
Scottsdale, AZ 85260

WAIVER REQUEST
FOR
JUVENILE CRIME ENFORCEMENT COALITION
MEMBERSHIP

MISSING MEMBERSHIP CATEGORY: SHERIFF AND BUSINESS

THIS WAIVER REQUESTS DEVIATION FROM THE REQUIRED REPRESENTATIVES FOR THE LOCAL JUVENILE CRIME ENFORCEMENT COALITION. SUCH EXPLANATION MUST INCLUDE INFORMATION JUSTIFYING THE IMPRACTICABILITY OF THE ABSENT MEMBERSHIP CATEGORY.

THE WAIVER BY THE REQUESTING LOCAL GOVERNMENT CERTIFIES THAT ALL OTHER ASPECTS OF THE REQUIRED CRITERIA FOR THE LOCAL JUVENILE CRIME ENFORCEMENT COALITION HAVE BEEN MET.

EXPLANATION: THE JUVENILE CRIME ENFORCEMENT TASK FORCE FOR OUR PROJECT IS REPRESENTED BY A BROAD RANGE INDIVIDUALS REPRESENTING THE JUVENILE JUSTICE SYSTEM THAT MOST CLOSELY FOLLOWS THE SERVICE PROVISION FOR JUVENILES IN OUR AREA. ALSO, THE LINKS COMMUNITY COLLABORATION REPRESENTS OVER 75 ORGANIZATIONS THAT INCLUDE THE BUSINESS COMMUNITY. (PLEASE SEE THE ATTACHED LIST OF THE MEMBERS OF THE TASK FORCE.)

SIGNATURE OF AUTHORIZED OFFICIAL	DATE
Stephania J. O'Neill	8/28/02

PROGRAM PURPOSE AREA CHECK-OFF

Please check off each Program Purpose Area that your program will address and indicate the percentage of funds directed to that purpose area. All JAIBG funds received by units of local government must be used for one or more of the following twelve program purpose areas:

(1)
BUILDING, EXPANDING, RENOVATING, OR OPERATING TEMPORARY OR PERMANENT JUVENILE CORRECTION OR DETENTION FACILITIES INCLUDING TRAINING OR CORRECTIONAL PERSONNEL.

☐ _____% (OF TOTAL PROGRAM COST)

(2)
DEVELOPING AND ADMINISTERING ACCOUNTABILITY-BASED SANCTIONS FOR JUVENILE OFFENDERS.

☐ _____% (OF TOTAL PROGRAM COST)

(3)
HIRING ADDITIONAL JUVENILE JUDGES, PROBATION OFFICERS, OR COURT-APPOINTED DEFENDERS, OR FUNDING PRE-TRIAL SERVICES FOR JUVENILES, TO ENSURE THE SMOOTH AND EXPEDITIOUS ADMINISTRATION OF THE JUVENILE JUSTICE SYSTEM.

☐ _____% (OF TOTAL PROGRAM COST)

(4)
HIRING ADDITIONAL PROSECUTORS SO THAT MORE CASES INVOLVING VIOLENT JUVENILE OFFENDERS CAN BE PROSECUTED AND BACKLOGS REDUCED.

☐ _____% (OF TOTAL PROGRAM COST)

(5)
PROVIDING FUNDING TO ENABLE PROSECUTORS TO ADDRESS DRUG, GANG, AND YOUTH VIOLENCE PROBLEMS MORE EFFECTIVELY.

☐ _____% (OF TOTAL PROGRAM COST)

(6)
PROVIDING FUNDING FOR TECHNOLOGY, EQUIPMENT, AND TRAINING TO ASSIST PROSECUTORS IN IDENTIFYING AND EXPEDITING THE PROSECUTION OF VIOLENT JUVENILE OFFENDERS.

☐ _____% (OF TOTAL PROGRAM COST)

(7)
PROVIDING FUNDING TO ENABLE JUVENILE COURTS AND JUVENILE PROBATION OFFICERS TO BE MORE EFFECTIVE AND EFFICIENT IN HOLDING JUVENILE OFFENDERS ACCOUNTABLE AND REDUCING RECIDIVISM.

☐ _____% (OF TOTAL PROGRAM COST)

(8)
THE ESTABLISHMENT OF COURT-BASED JUVENILE JUSTICE PROGRAMS THAT TARGET YOUNG FIREARMS OFFENDERS THROUGH THE ESTABLISHMENT OF JUVENILE GUN COURTS FOR THE ADJUDICATION AND PROSECUTION OF JUVENILE FIREARMS OFFENDERS.

☐ _____% (OF TOTAL PROGRAM COST)

(9)
THE ESTABLISHMENT OF DRUG COURT PROGRAMS FOR JUVENILES SO AS TO PROVIDE CONTINUING JUDICIAL SUPERVISION OVER JUVENILE OFFENDERS WITH SUBSTANCE ABUSE PROBLEMS AND TO PROVIDE THE INTEGRATED ADMINISTRATION OF OTHER SANCTIONS AND SERVICES.

☐ _____% (OF TOTAL PROGRAM COST)

(10)
ESTABLISHING AND MAINTAINING INTERAGENCY INFORMATION-SHARING PROGRAMS THAT ENABLE THE JUVENILE AND CRIMINAL JUSTICE SYSTEM, SCHOOLS, AND SOCIAL SERVICES AGENCIES TO MAKE MORE INFORMED DECISIONS REGARDING THE EARLY IDENTIFICATION, CONTROL, SUPERVISION, AND TREATMENT OF JUVENILES WHO REPEATEDLY COMMIT SERIOUS DELINQUENT OR CRIMINAL ACTS.

☐ _____% (OF TOTAL PROGRAM COST)

(11)
ESTABLISHING AND MAINTAINING ACCOUNTABILITY-BASED PROGRAMS THAT WORK WITH JUVENILE OFFENDERS WHO ARE REFERRED BY LAW ENFORCEMENT AGENCIES, OR WHICH ARE DESIGNED, IN COOPERATION WITH LAW ENFORCEMENT OFFICIALS, TO PROTECT STUDENTS AND SCHOOL PERSONNEL FROM DRUG, GANG, AND YOUTH VIOLENCE.

■ 100 % (OF TOTAL PROGRAM COST)

(12)
IMPLEMENTING A POLICY OF CONTROLLED SUBSTANCE TESTING FOR APPROPRIATE CATEGORIES OF JUVENILES WITHIN THE JUVENILE JUSTICE SYSTEM.

☐ _____% (OF TOTAL PROGRAM COST)

WAIVER REQUEST
FOR
PROGRAM PURPOSE AREA SPLIT

PROGRAM PURPOSE AREA PERCENTAGE BREAK DOWN:

THIS WAIVER REQUESTS DEVIATION FROM THE PROGRAM PURPOSE AREA EXPENDITURE FORMULA. THE UNIT OF LOCAL GOVERNMENT AGREES TO PROVIDE INFORMATION AND A RATIONALE FOR THE ALTERNATIVE EXPENDITURE RATE. SUCH EXPLANATION MUST INCLUDE INFORMATION ON THE ANALYSIS OF JUVENILE JUSTICE NEEDS WITHIN THE LOCAL GOVERNMENT DESIGNATED SERVICE AREAS, THE RATIONALE FOR THE PROGRAM SELECTIONS EXPENDITURE, THE AVAILABILITY OF EXISTING STRUCTURES OR INITIATIVES WITHIN THE INTENDED AREAS OF EXPENDITURE, OR THE AVAILABILITY OF ALTERNATIVE FUNDING SOURCES OF THOSE AREAS.

THE WAIVER BY THE REQUESTING LOCAL GOVERNMENT CERTIFIES THAT THE INTERESTS OF PUBLIC SAFETY AND JUVENILE CRIME CONTROL WOULD BE BETTER SERVED BY EXPENDING THE ALLOCATED JAIBG FUNDS IN A PROPORTION OTHER THAN THE 45% / 35% MINIMUMS.

EXPLANATION:

AFTER TWO YEARS WORKING WITH THE TASK FORCE AND THE COMBINED SRO/SPI PROGRAM ON TWO SEPARATE PROGRAM PURPOSE AREAS, IT BECAME QUITE EVIDENT THAT THE FUNCTIONS OF BOTH COULD EASILY BE COMIBINED UNDER PROGRAM PURPOSE AREA 11. THE FLOW OF INFORMATION AND TRAINING IS DIFFICULT TO SEPARATE. ALSO, THE STAFF THAT IS ASSIGNED TO ONE AREA ARE ALSO PART OF THE OTHER AREA. THE STRATEGIC DIRECTIONS AND GOALS ARE PART OF AN OVERALL COMMUNITY-WIDE PREVENTION PLAN AND THE TRANSITION TO ONE AREA WILL BE SEAMLESS.

SIGNATURE OF AUTHORIZED OFFICIAL	DATE
Stephanie J. O'Neill	8/28/02

SCOTTSDALE'S COMMUNITY INITIATIVE TO REDUCE JUVENILE CRIME

LINKS Community Collaborative, a member of the Arizona Governor's Alliance Against Drugs, in partnership with the Scottsdale Police Department—City of Scottsdale and Scottsdale Prevention Institute, is seeking continued support in the amount of $66,948 to direct a coordinated effort to reduce juvenile crime through a broad range of prevention, intervention and treatment strategies. These strategies are designed to address the issues of community protection, accountability and competency development, in accordance with purpose area 11, as defined by the Juvenile Accountability Incentive Block Grant Program. The goals of this program, which complement the objectives, will be addressed through the following five strategies:

1. Convene and facilitate a citizen-driven, community-wide forum to address issues related to juvenile crime reduction strategies through a comprehensive needs-assessment, education and mobilization program.
2. Serve as a catalyst in Scottsdale for the development and implementation of multi-level juvenile delinquency prevention and accountability programs.
3. Provide training and technical assistance for all LINKS Community Collaborative partners in the *Communities That Care Model (CTC)* to enhance community skills in the public health approach to crime reduction..
4. Increase the collaborative efforts among LINKS partners through the comprehensive implementation of the Juvenile Crime Enforcement Task Force (JCETF).
5. Implement and expand a community-wide, violence prevention program to increase resiliency and protective factors. These factors include family cohesion, communication

skills, school attachment, peer attachment, and appropriate pro-social attitudes including empathy, anger management and impulse control.

LINKS Community Collaborative represents a partnership of organizations and Individuals including city officials, school personnel, parents, media, youth-focused organizations, social service agencies, law enforcement, religious organizations, healthcare professionals, business leaders and other community members. LINKS partners include, but are not limited to, the City of Scottsdale, Scottsdale Unified School District, Scottsdale HealthCare, Scottsdale Prevention Institute, Scottsdale Chamber of Commerce, Scottsdale Community College, Boys & Girls Clubs of Scottsdale, and the Scottsdale-Paradise Valley YMCA. LINKS members have endorsed and committed resources to the development and implementation of a prevention plan for the community. With the primary objective to reduce risk factors leading to youth substance use and increase protective factors, the plan was based on a risk and resource assessment of the community. This included objective data and input from focus groups representing diverse segments. LINKS provides a framework for Scottsdale to share and coordinate goals, strategies and responsibilities for a healthy community.

In 1996, and again in 1998, LINKS members identified the following five key indicators to track youth problem behaviors: 1) high school dropout rates, 2) teen births, 3) juvenile delinquency levels, 4) youth violent crime arrests, and 5) illegal substance use among youth. Three key risk factors: 1) Early and persistent anti-social behavior, 2 family conflict, and 3) transitions and mobility were identified as the cornerstone of the *Community Prevention Plan.* Strategies were developed and implemented as a guide to address each area of concern Finally, changes in each of the five identified indicators were evaluated from 1990 through 2000.

The *Community Prevention Plan* yielded significant improvements in the high school dropout and teen birth rate. However, the disturbing rates of crime arrests among youth initiated

a further evaluation and needs-assessment of the community. Consequently, LINKS members added JAIBG Program Purpose Areas 10 and 11 to the *Community Prevention Plan.*

PROGRAM PURPOSE AREA 11

During the past two years the work of LINKS under JAIBG funds was divided between program purpose areas 10 and 11. Our experience has shown that all of the strategies fit under Program Purpose Area 11. Therefore, in this year's application, we have elected to consolidate our project under one area.

Summary: The expansion of LINKS Community collaborative to include a Juvenile Crime Enforcement Task Force will continue to strengthen our overall community goal of reducing juvenile crime. This expansion includes sharing information through the Community Resource Directory and the community assessment of risk factors released via the LINKS Annual Community Report Card. This report assists community agencies in making more informed decisions regarding the early identification, control, supervision and treatment of juveniles who commit delinquent acts.

As part of our overall strategic approach to the problem of juvenile delinquency, Scottsdale Prevention Institute (SPI) and the Scottsdale Police Department (SPD), Division of School Resource Officers, will continue to provide universal violence prevention education to K – 8th grade students using the *Second Step Violence Prevention Program.* For selective prevention, SPI provides its Chemical Awareness Program and the Family Check-up for juveniles and their parents, as referred by SPD. For indicated prevention services, we will continue to provide assessment and referral to appropriate treatment providers.

Effective juvenile delinquency prevention programs rarely use one prevention strategy exclusively ***(Tips for Prevention Programming. ONDCP. 1997)***. Our joint project employs

multiple, community-based strategies that generate realistic measurable outcomes. The process outcomes and measurements are consistent with the Arizona logic model. Following are the strategies and rationale for each objective. In addition, each strategy is described in terms of the activities that will occur during the implementation phase. Further, we also describe the milestones that will be accomplished by the activities.

Strategy 1: LINKS Community Collaborative as community convenor/facilitator.

Rationale: Facilitating the interaction of prevention providers with stakeholders will improve resource allocations and address risk factors which hinder the coalition's mission to provide a safe and drug-free community. LINKS staff will act as facilitator of the collaborative process for developing interagency information-sharing programs. This enables the juvenile and criminal justice systems, schools and social service providers to work in a concerted effort to address juvenile crime reduction. LINKS will conduct a series of workshops incorporating a citizen-driven, multi-systems partnership approach. These workshops are designed to assess community needs, convene and facilitate community conversations and develop a comprehensive community juvenile delinquency prevention plan. The workshops will also serve as a catalyst for fostering community buy-in to sustain momentum, and to implement a common vision for a safe and drug-free community.

Activity 1.1: Convene key stakeholders to address gaps and overlaps in services, and to review individual strategic plans for youth development and substance abuse prevention activities.

Milestone: *The LINKS Juvenile Crime Enforcement Task Force presented findings and recommendations at the 2002 LINKS annual meeting.*

Milestone: *LINKS partners reinforced information-sharing programs that have impacted the early identification, control, supervision, and treatment of juveniles who commit delinquent acts.*

Strategy 2: LINKS Community Collaborative serves as a catalyst for implementing juvenile delinquency prevention efforts.

Rationale: By utilizing the Institute of Cultural Affair's Technology of Participation/Group workshops with parents, teachers, administrators, service providers, law enforcement, faith communities, businesses and young people. These meetings are held to discern the prevalence of attitudes and behaviors relevant to delinquent behaviors such as drug and alcohol use.

Activity 2.1: All members of the community have an equal opportunity to participate in articulating the plan to address reduction of serious delinquent acts in the community.

Milestone: *The community unites behind the recommendations of several focus groups and creates a potent anti-crime citywide campaign.*

Strategy 3: LINKS Community Collaborative Training and Technical Assistance

Rational: Consistent with the idea of the community speaking in "one voice" to address the problem of delinquency, LINKS staff will conduct a series of community trainings on *the Community That Cares Model* for Prevention, Risk and Protective Factors, and Mobilization of Community Resources. LINKS staff developed and implemented a Risk and Protective Factor training curriculum for prevention and behavioral health providers. With increased collaborative efforts on information dissemination, LINKS collaborators will make more informed decisions regarding the early identification, control, supervision, and treatment of juveniles who commit delinquent or criminal acts. Additionally, ongoing technical assistance is available to all LINKS Partners.

Activity 3.1: Facilitate quarterly training of key stakeholders in the Risk and Protective Factor prevention model.

Milestone: *Additional community members become strategic allies actively involved in the LINKS Strategy Team and Juvenile Crime Enforcement Task Force.*

Activity 3.2: Technical assistance is utilized in development of community-based prevention programs.

Milestone: *Members of the Strategy Teams adopt common vision by expanding collaborative efforts to assist in reducing youth delinquent behaviors.*

Strategy 4: Increase collaborative efforts among LINKS partners through enhanced data reporting. (*LINKS Community Collaborative Annual Report to the Community)*

Rationale: Facilitating the interaction of prevention providers with stakeholders in the community will help improve resource allocations. It will also address community-level risk factors that hinder the coalition's mission to share resources and responsibility. Sharing these resources will help to create a community that is safe, healthy and productive for children, adults and families in the community.

Activity 4.1: The LINKS Evaluation Team, in conjunction with the Scottsdale Police Department, will produce an annual scorecard to track community trends.

Milestone: *Members of the greater community utilize the findings of the report to expand and enhance the community's common interest in reducing youth delinquent acts.*

Activity 4.2: The Annual Report Card will incorporate findings relevant to the prevalence of youthful offenders, alcohol and substance use, associated risk factors, and other indicators of related problem behavior.

Milestone: *The LINKS Annual Report Card has served as an invaluable tool for effective prevention planning by LINKS Partners and has received prominent play in the local media.*

Strategy 5: Expansion of community-wide violence prevention education targeted at elementary and middle school students in the Scottsdale Unified School District (SUSD).

Rationale: Violent incidents and threats of violence at school negatively affect students, school staff, and the educational process. Fear, and feelings of being unsafe, cause students to miss school and to participate less in class. The personal health and economic costs to society from the devastation of violence are immense. According to Juvenile Offenders and Victims: 1999

National Report , "Adding all of these marginal costs estimates together produces an estimate of the present value of preventing a single youth from leaving school and turning to drugs and crime as a way of life: **$1.7 - $2.3 million.**"

Traditionally, youth violence has been addressed by justice or sociological domains and not as a concern for the public health system. In recent years, a proven, effective public health approach has become an increasingly important resource in the effort to prevent youth violence. The public health approach emphasizes primary prevention—that is, prevention taking place before the onset of disease or injury. Primary prevention identifies behavioral or environmental risk factors associated with disease and takes steps to educate the community about, or protect it from, these risks.

Just as application of public health principles and comprehensive strategies reduced the number of deadly traffic accidents and the number of deaths attributed to tobacco use, the public health model can help reduce the extent of injuries and deaths attributed to violence. This approach allows one to think about violence not as an inevitable fact of life, but as a problem that can be prevented. It empowers individuals and communities to reduce the risk factors leading to violent behavior. (Hamburg, M.A. 1998)

Activity 5.1: Twelve-week violence prevention and education workshops for elementary and middle school students ages 5-14 are provided by Scottsdale Prevention Institute and a School Resource Officer using the *Second Step Violence Prevention Curriculum*. The purpose of this program is to teach measurable skills and knowledge to improve empathy, impulse control and anger management.

***Milestone: Seventy-five percent** of students reported increased skills and knowledge in violence prevention as measured by a pre/post assessment and report feeling safer at school.*

Activity 5.2: SPI, with referrals from SUSD and SPD, will continue to provide the Chemical Awareness Program to teens and their parents.

***Milestone*: Eighty percent** *of the students and parents who have attended the training, report increased satisfaction and knowledge with the CAP program, as measured by pre/post tests and satisfaction surveys.*

Activity 5.3: SPI's Face IT! Program will continue to receive referrals from SUSD, SPD, and the juvenile court system. FACE IT! Provides support for parents and teens who are between the ages of 12-17 and who are using drugs.

Milestone: *Eighty percent of the families attending will have more coping skills and find ways to strategize and handle family problems as a result of substance abuse.*

EVALUATION OF CORE PROCESS INDICATORS AND OUTCOME INDICATORS

The LINKS comprehensive assessment involves a variety of data collection processes.

- *Validated Archival Data Collection* ~ Based on research done in the *Communities That Care (CTC)* 6-state consortium, in conjunction with the Center for Substance Abuse Prevention, and in partnership with the Scottsdale Police Department and the Scottsdale Unified School District, a comprehensive archival data collection process will provide information about risks factors and variables that predict problem behavior. Data sets are incorporated into program planning and into the development of a multi-level approach to prevention.

- *Citizen Focus Groups and Community Conversations* ~ Utilizing the Institute of Cultural Affairs' Technology of Participation/Group Facilitation Methods approach, LINKS staff conducts a series of focus groups and vision workshops with parents, teachers, administrators, service providers, law enforcement, faith communities, businesses, and young people. This series discerns the prevalence of attitudes and behaviors relevant to juvenile delinquency.

1. Process Indicators

SPI, as the lead agency in service provision, currently uses staff weekly service logs to evaluate all direct services provided to community recipients. The information from these logs is scored in an Excel database to provide senior management with the following information: who provided the service (staff/volunteers); the type of service that was provided; the recipient (including target audience) demographic data and location of service; the amount of time the service was provided; the purpose of the service; and the results that were achieved.

2. Core Outcome Indicators

The LINKS Community Collaborative conducts a community-wide needs-assessment and provides a community report card and service gaps analysis. These reports are then utilized by providers and funders to determine strategies for future program planning. Coalition members contribute to the report by sharing information gathered through individual agency assessments. Overall, the LINKS report reflects the following:

a. The degree to which community awareness, through the media, news and public forums, was generated.

b. The degree to which education, training and skill-building was provided for community members and the resultant increase in skill levels.

c. The degree to which local capacity addresses juvenile crime through cooperation of various service providers and volunteer efforts, and the result in terms of new projects or policies generated.

d. The degree to which new policies are developed, implemented and enforced, as well as the result of these policies on individual or systems behavior.

e. The degree to which behaviors have changed in target groups.

f. The impact of these programs on the community or neighborhood as a whole, as reported by individual coalition members and systems.

TIMELINE FOR PROGRAM PURPOSE AREA 11 (ONE YEAR)

Task	Method for Completion	Person Responsible	Start Date	End Date
Schedule coalition meetings to confirm project implementation and ongoing oversight	LINKS coalition secretary sets dates and confirms attendance	Project Mgr., Executive Director, LINKS Secretary	Oct.2002	Sept. 30, 2003
Convene LINKS Juvenile Crime Enforcement Task Force (JCETF) monthly	Task Force members attend monthly	Project Manager	Oct. 2002	Sept. 30, 2003
Convene stakeholders to review strategic plan	LINKS coalition members are presented with plan for the reduction of juvenile crimes	Executive Director, LINKS	October 2002	June 2003
Train coalition members in The *Communities That Care* prevention model	Schedule training times and enroll LINKS members	Executive Director LINKS, secretary	Quarterly beginning in November 2002	Sept. 2003
Utilize annual LINKS meeting and strategic planning day to catalyze the JCETF plan	Strategy teams will respond and develop action steps	Project manager, Executive Director, LINKS, Strategy teams	October 2002	September 2003
Research and evaluation for Community Report card	LINKS evaluation Team will gather information	Project mgr. Executive Director, LINKS	October 2002	September 2003
JCETF and Evaluation Teams complete Community Scorecard	Gather data, share findings, write reports and publish report card.	Program Mgr. LINKS executive director,	November 2002	Annually
Convene monthly JCETF meeting	Provide info. and get feedback on implementation of key strategies; recruit members as needed	Program Manger	November 2002	Monthly
Convene monthly Leadership Council	Discuss strategies for continued expansion with partners outside of coalition	LINKS executive director, LINKS leadership council	November 2002	Monthly
Convene monthly Partners in Prevention meetings	Expand capacity for collaboration and resources through networking opportunities	LINKS	November 2002	Monthly
Train SPI and SPD staff on the Second Step Program	Organize training, and enroll participants in training	Project Manager	Sept. 2002	November 2002
Develop information on Second Step for distribution	Write up brochure information, coordinate with schools and SROs	Program Mgr., program staff	Sept. 2002	Oct. 2002
Coordinate Second Step with schools	Meet with SPI staff, SUSD liaisons, district representa-tives, SRO's. classes are scheduled, materials printed, parents notified	Project Mgr. SRO coordinator Support staff	Sept. 2002	Oct. 2002
Implement Second Step program	Staff will present program and administer pre/post tests	Prevention Specialist, SRO	Oct. 2002	Ongoing

Task	Method for Completion	Person Responsible	Start Date	End Date
Implement CAP and Face it!	Get referrals from alternative school , city diversion programs, and SPD	Program Mgr., program staff	Sept. 2002	Ongoing
Implement evaluation plan for all programs	Collect and input data, analyze results, write report	Program Mgr., program staff, evaluator	Sept. 2002	Ongoing as per evaluation plan
Prepare quarterly progress and financial reports	Review and analyze first cycle data, prepare recommendations, submit report	Program Manager, Program staff Evaluator	January 2003	July 2003
Address any program needs/changes required	Adjust programs while maintaining fidelity of replication	Program mgr., program staff, Evaluator	March 2003	Ongoing review
Synthesize first year data	Review and analyze first year data, prepare recommendations	Program mgr., program staff, Evaluator	July 2003	60 days prior to end of contract
Complete first year report	Compile and synthesize demographics, qualitative and quantitative data, lessons learned in a written report	Program Manager, program staff, Evaluator,	July 2003	60 days prior to end of contract

JAIBG 2002
FUNDING AGREEMENT

The APPLICANT, through the following signatory, understands it is subject to the conditions noted within this application, including the Certified Assurances and Special Provisions. The APPLICANT further understands that any subgrant received as a result of this project proposal shall be subject to and must incorporate the statements made herein, including the Certified Assurances and Special Provisions.

A. Authorized Official of Local Unit of Government
(Person authorized to enter binding commitments on behalf of the applicant agency.)
The required signature must be from the governing official of the local unit of government, e.g. Town/City Manager, Town/City Council, Board of Supervisors, County Manager, etc.

City of Scottsdale
Name of Local Unit of Government

Signature of Authorized Official — Date: 8/28/02

Jan Dolan — City Manager
Typed Name — Title

Address: 3939 Drinkwater Blvd.
Scottsdale, Arizona 85251

Phone: 480-312-5310 Fax: 480-312-5092 E-mail:

B. Authorized State Official

Signature of Authorized Official — Date

Elizabeth Reich — Executive Director, GCPO
Typed Name — Title

Address: 1700 W. Washington, Suite 101
Phoenix, Arizona 85007

Phone: (602) 542-4043 Fax: (602) 542-4644 E-mail: ereich@az.gov

JAIBG 2002
FUNDING AGREEMENT

The APPLICANT, through the following signatory, understands it is subject to the conditions noted within this application, including the Certified Assurances and Special Provisions. The APPLICANT further understands that any subgrant received as a result of this project proposal shall be subject to and must incorporate the statements made herein, including the Certified Assurances and Special Provisions.

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City of Scottsdale
Name of Local Unit of Government

Signature of Authorized Official — Date 1/28/02
Jan Dolan — City Manager
Typed Name — Title

Address:
3939 N. Drinkwater Blvd.
Scottsdale, Arizona 85251

Phone: 480-312-5310 Fax: 480-312-5092 E-mail:

B. Authorized State Official

Signature of Authorized Official — Date

Elizabeth Reich — Executive Director, GCPO
Typed Name — Title

Address: 1700 W. Washington, Suite 101
Phoenix, Arizona 85007

Budget Form

[illegible]

Program Purpose Area: 11

Implementing Agency: Scottsdale Prevention Institute

Round all Amounts to the nearest whole dollar.

1. Personnel	(1) Annual full-time salary	(2) Annual fringe Benefit cost	(3) Sub-Total	(4) % of time for this project	Total	Source	
						Fed $	Match
Project Manager	38,850+	5,711	=44,561	X 100 %	$44,561	37,122	7,439
Prevention Specialists	36,800+	5,410	=42,210	X 50 %	$21,105	21,105	
Support Staff	24,000+	3,528	=27,528	X 10 %	$ 2,753	2,753	
	+		=	X %	$		
Total Personnel Cost					$68,419	60,980	7,439

2. Supplies and Operating (per unit cost less than $5,000)	Total	Source	
		Fed $	Match
	$		
	$		
	$		
Total Supplies and Operating Cost	$		

3. Travel (designate specifically in-state and out of state travel.)	Total	Source	
		Fed $	Match
	$		
	$		
Total Travel Cost	$		

4. Equipment (per unit cost over $5,000, except software)	Total	Source	
		Fed $	Match
	$		
	$		
Total Equipment Cost	$		

5. Contracted Consultant and Professional Services Attach a copy of each contract with a detailed budget.	Total	Source	
		Fed $	Match
	$		
	$		
Total Contracted Cost	$		

6. Administrative Cost (limited to 10% of award)	Total	Source	
		Fed $	Match
	$5,968		
Total Administrative Cost	$5,968		

7. Pass Through	Total	Source	
		Fed $	Match
	$		
	$		
Total Pass Through Cost	$		

8. TOTAL OF ALL PROJECT COSTS (1 through 7)	Total	Source	
		Fed $	Match
TOTAL PROGRAM COST	$74,387	66,948	7,439
		% of Total	% of Total
Source of Cash Match: Small non-federal grants and donations to SPI.		90%	10%

CERTIFIED ASSURANCES AND SPECIAL PROVISIONS

Carefully review the enclosed Certified Assurances and Special Provisions. These assurances and provisions must be included in the plan accompanied by two original copies of the completed signature page. **The required signature must be from the governing official of the local unit of government, e.g. Town/City Manager, Town/City Council, Board of Supervisors, County Manager, etc.**

The applicant hereby certifies that the project described in this application meets all the requirements of the Juvenile Accountability Incentive Block Grant Program, that all information contained in the application is correct, that there has been appropriate coordination with effected agencies, and that the applicant will comply with all provisions of the Juvenile Accountability Incentive Block Grant Program and all other applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

The applicant further understands and agrees that any subgrant received as a result of this application shall incorporate this application into the subgrant award and shall also be subject to the grant conditions set forth in the application.

A. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

1) The applicant assures that fund accounting, auditing, monitoring, evaluation procedures, and such records as the State of Arizona, Governor's Division for Children requires, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.

2) The applicant assures that it will comply with applicable financial and administrative OMB Circulars (i.e., A-87, A-102, A-110, A-122, and A-133) and will comply with the provisions of the Office of the Comptroller, Office of Justice Programs, and current edition of the OC Financial Guide.

3) The State of Arizona, Governor's Division for Children, will reimburse subgrantee expenditures on a quarterly basis beginning at award notice. The State of Arizona, Governor's Division for Children, reserves the right to make and authorize modifications, adjustments, and/or revisions to the subgrant award for the purpose of making changes in budget categories, extensions of subgrant award dates, changes in goals and objectives, and other modifications which do not change the total amount of the grant award.

B. MATCH AND NON-SUPPLANTING OF STATE/LOCAL FUNDS

1) The applicant assures that federal funds made available through this grant will not be used to supplant state or local funds, but will be used to supplement and increase the amount of such funds that would, in the absence of federal funds, be made available.

2) The applicant certifies that matching funds required to pay the non-federal portion of the cost of this subgrant are in addition to funds that would have otherwise been made available for the purposes of this project.

C. INSPECTION, RECORDKEEPING AND AUDITS

1. The applicant assures that it will procure an audit, if necessary, by a CPA or licensed public accountant incorporating the subgrant, in accordance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). At such time as the audit is completed, one copy of the audit report must be forwarded to the Governor's Division for Children for review. If the audit report does not meet the A-133 standards or is not submitted in a timely manner, then the applicant accepts responsibility for the costs of a financial program audit to be performed by the Governor's Division for Children.

2. The applicant assures that it will maintain all project records in order to facilitate an effective audit for five (5) years from the date of the final financial report or beyond the five (5) year period if an audit is in progress and/or the findings of a completed audit have not been satisfactorily resolved.

3. The applicant assures that it will keep copies of all documents and correspondence related to this subgrant in a separate file bearing the project title and grant number. All expenditures must be supported by documentation and only actual approved expenditures will be permitted.

4. The applicant assures that the State of Arizona, Governor's Division for Children, and the Comptroller General of the United States Department of Justice or designee, shall have access to any bonds, documents, papers and records of the subgrantee as well as to relevant books and records of subcontractors of the subgrantee for purposes of an audit and examination. The applicant shall notify any subcontractor of the subgrantee of these provisions.

5. The applicant assures that it shall maintain and submit data and information requested by the Governor's Division for Children, as required to administer the program. The applicant further assures that quarterly financial and narrative reports shall be submitted within 30 days of the end of each calendar quarter and shall be current and actual, and final reports shall be submitted within 45 days of the end date of the subgrant. Final reports not received 45 days after the end date of the subgrant are subject to nonpayment.

D. DISCRIMINATION PROHIBITED

1. The applicant assures that it will comply with the nondiscrimination requirements of the Omnibus Crime and Safe Streets Act of 1968, as amended, 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (AD) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28CFR Part 42, Subparts C, D, E, and G; Department of Justice regulations of disability discrimination, 28 CFR Part 25 and Part 39 and Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations, 41 CFR Part 60.1 et seq., as applicable to construction contracts.

2. The applicant assures that their services are delivered in an equitable manner, based on gender, race, family, income, and mentally, emotionally or physically handicapping conditions, to all segments of the service population and their employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301, et. seq.

3. The applicant assures that, upon award of this subgrant, it will certify in writing that it is in compliance with Civil Rights Regulations regarding an Equal Employment Opportunity Plan (EEOP).

E. PROCUREMENT AND CONTRACTS

1. The applicant assures that open, competitive procurement procedures will be followed for all purchases under the subgrant, including the purchase of equipment and professional services.

2. The applicant assures that no contract or agreement will be made for execution of project activities or provisions of services (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application or approved in advance by the Governor's Division for Children.

3. The applicant assures that contractors/vendors who assist the subgrantee to develop specifications, requirements, statements of work and/or Request for Proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

4. Title to all reports, information, data, plans and other materials prepared by the applicant, in performance of this agreement, shall be acknowledged as having been funded in part by the Office of Juvenile Justice and Delinquency Prevention and the Governor's Division for Children. The Governor's Division for Children shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this agreement.

F. OTHER FEDERAL AND STATE REQUIREMENTS

1. The terms of this agreement become effective on October 1, 2002 and terminate on June 30, 2004. All final expenditure and narrative reports must be submitted within 45 days of the closing of the grant.

2. Any subgrant award is subject to and contingent upon the continuing availability of federal funds.

3. The applicant agrees to reimburse the Governor's Division for Children for all unused funds and/or for all expended funds that are determined by the Governor's Division for Children or the Auditor General not to have been disbursed in accordance with the terms of this agreement within 45 days after the end of the agreement.

4. Either party may terminate the subgrant with thirty days written notice of intent to cancel or terminate. The subgrant may be terminated if the services are not satisfactorily performed by the subgrantee or if it is in the best interest of the State of Arizona to terminate the subgrant. If the subgrant is terminated by either the subgrantee or the state, the subgrantee shall be paid the necessary and allowable costs incurred through the date of termination, but not exceeding a prorated amount based on the number of days of project operation prior to the date of termination.

5. The subgrant may be suspended or terminated at any time by the Governor's Division for Children if the subgrantee fails to comply with the provision of the Juvenile Accountability Incentive Block Grant Program, or any of the Certified Assurances and Special Conditions.

G. OMB CIRCULAR A-102 REQUIREMENTS

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including fund sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller general of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5C.F.R. 900, subpart F).

G. OMB CIRCULAR A-102 REQUIREMENTS Continued

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination n the basis of age; (e)the Drug Abuse Office and treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (452 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968(42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute (s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

G. OMB CIRCULAR A-102 REQUIREMENTS Continued

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et. Seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et. Seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historical Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular no. A-133, "Audits of States, Local Government, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 8 GOAL: Short- and Long-term Economic Prosperity

SUBJECT

Taliesin West Destination Attraction Development, Establishment of a Conservation Easement, and bond reimbursement resolution

REQUEST

Council is requested to:

1) Authorize a change in the use of $517,350 previously approved and funded bed tax capital funds from investment in a Frank Lloyd Wright Visitor Center at Taliesin West to a modified project comprised of new destination attraction features at Taliesin West and in downtown Scottsdale, and for the acquisition of a conservation easement within the McDowell Sonoran Preserve boundary, currently owned by the Frank Lloyd Wright Foundation, as recommended by the Tourism Development Commission at its December 17, 2002 meeting
2) Authorize staff to negotiate a contract implementing the elements of the proposal in substantial conformance to the December 13, 2002 staff report to the Tourism Development Commission (Attachment No. 1).
3) Adopt Resolution No. 6244 declaring the City's intent to advance funds not to exceed $15,000,000 for the Taliesin West, Loloma Museum, and Canal Bank Improvement Projects. The approval of Resolution No. 6244 will allow the City to be reimbursed for funds advanced for these three projects from future bond proceeds as described by U.S. Treasury Regulation Section 1.150-2.

BACKGROUND

In recognition of the worldwide reputation and aura surrounding Frank Lloyd Wright and his genius, and of the unique, one-of-a-kind attraction Scottsdale has in Taliesin West, there has been long-standing interest and support from the City of Scottsdale in partnership with the Frank Lloyd Foundation for improving and expanding the visitor capabilities at Taliesin West. A Destination Attraction Study prepared for the City by Economics Research Associates in 1988 identified the Frank Lloyd Wright archives and Taliesin West as a significant Scottsdale resource with visitor development potential. A Cooper's & Lybrand Market Study conducted in 1991 supported the value of an enhanced Visitor Center. In 1992, the Tourism Development Commission recommended, and the City Council approved unanimously, a $699,000 contribution from Bed Tax funds towards the Visitor Center. This amount was set aside in a CIP account, but the project was never implemented, and the funds were never expended, as the Foundation was unable to commit to an overall project design and funding.

The interest and excitement expected to be generated by the current proposal will result from the following four elements:

1) Creating a downtown Scottsdale Frank Lloyd Wright exhibit to further increase awareness and exposure to downtown Scottsdale visitors.

2) Expanding public areas at Taliesin West to accommodate increasing

numbers of visitors and showcasing larger amounts of Wright memorabilia.

3) For the first time, opening the Wrights' restored living quarters to accommodate public tour.
4) A comprehensive marketing and public relations campaign.

ANALYSIS & ASSESESSMENT

In view of the differences from the Visitor Center project authorized by the TDC and City Council in 1992, staff was requested by the Tourism Development Commission to prepare a report describing the scope, economic impact and benefits of the current proposal considered at their December 17, 2002 meeting (Attachment No. 1). This report also included the new marketing plan developed by the Frank Lloyd Wright Foundation, "Taliesin West Marketing Overview 2003 and Beyond".

In brief, the ability to attract first-time or repeat attendees, and/or increase the length of stay, is based on the excitement and appeal of the new attraction elements. In addition, a vigorous and comprehensive marketing plan will be targeted to attendees requiring overnight accommodations.

Specifically, the new attraction elements and their costs are:

1) A downtown Scottsdale presence, functioning as an introductory or "teaser" exhibit in the downtown area, as well as an additional revenue source to Taliesin - $50,000 one-year lease expense.
2) Expansion of the current Bookstore/Visitor Center to provide adequate entry, improved visitor flow, ticketing area, larger gift shop/display space and tour staging areas to accommodate the increased number of visitors - $189,000.
3) An accurate restoration of the Wrights' living quarters to their original character, which have <u>never</u> been open to the public before, offering a significant and different product to promote - $193,350.
4) The proposed $85,000 marketing and promotional campaign directed at out-of-area attendees will be coordinated with the Scottsdale Convention and Visitors Bureau.

The Frank Lloyd Wright Foundation will contribute matching funds and services in the amount of $517,350 including but not limited to such items as furnishings for the living quarters, parking lot expansion, downtown presence staffing, expenses related to the relocation of the shop, and architectural fees and consultants.

Additional significant and tangible value to the City created by this proposed agreement is the protection of Preserve land from development through the establishment of the restrictive conservation easement covenant on a minimum of 5 acres of Frank Lloyd Wright Foundation-owned land within the boundaries of the McDowell-Sonoran Preserve.

RESOURCE IMPACTS

Available funding. There is currently a total of $1,744,200 in the City's Capital Improvements Budget for funded tourism bed tax projects -- $391,000 Desert Discovery Plan Design; $759,000 Fighter Aircraft Museum; $594,200 Taliesin West. Originally, $699,000 was set aside in 1992 for the Frank Lloyd Wright Visitor Center, but $105,000 was used in FY 2001-2002 to offset the City's bed tax operating budget shortfall, leaving a balance of $594,000.

Financial Services has suggested using MPC bond funding for this project.

Because the amount for the Taliesin project alone is too small for stand-alone financing, Taliesin West is being combined with funding for the Canal Bank Improvement project, and the Loloma museum project, for a total reimbursement resolution of $15,000,000. Approval of the reimbursement resolution will allow the project to move forward by providing funding on a timely basis, while at the same time providing the option for bond funding, but not requiring it.

Cost recovery options. Based on staff estimates of incremental bed tax dollars generated during the first five (5) years of implementation of the proposal ($85,280), and stabilization at $46,025 every year thereafter, it would take approximately 12 years to break-even, using 2001 dollars; that is, in 12 years, the additional bed tax funds generated by additional visitors to Taliesin West should cover the requested bed tax expenditure. However, the City will benefit financially in other ways from these additional visitors – i.e. additional sales tax revenues generated by these visitors.

Future budget implications. $594,200 of the $699,000 authorized in 1992 by the Council is currently available in the City's funded Capital Project budget. If the current proposal for $517,350 were to be approved, this amount would not be available to offset future bed tax operating deficits, if any. The $76,850 balance will remain in the Capital Project budget.

If bonds are used, this will lessen the immediate impact on the overall bed tax budget by allowing the project to be financed over a longer period of time. Debt service is estimated at $40,000 per year for 20 years, as opposed to a lump-sum expenditure of $517,350. Additionally, estimated incremental bed tax receipts are projected to stabilize at $46,025 in year five of the project implementation, more than offsetting the estimated debt service.

Resolution No. 6244 will allow the City to be reimbursed for funds advanced for the Taliesin West, Loloma museum and Canal Bank Improvement projects from subsequent bond proceeds as described by U.S. Treasury Regulation Section 1.150-2. The adoption of a reimbursement resolution allows, but does not require bonds to be used for this project.

Staffing, workload impact. Handling the City's contract and the designation of the covenant will be the responsibility of City staff. There are no operational obligations.

Maintenance requirements. Maintenance of the attraction is the responsibility of the Frank Lloyd Wright Foundation.

OPTIONS & STAFF RECOMMENDATION

Description of Option A (Recommended Approach): Approve the proposal as submitted in order to capitalize on the reputation of Frank Lloyd Wright and the uniqueness of Taliesin West to attract increasing numbers of attendees requiring overnight accommodations in Scottsdale, and to provide an additional dimension to the Downtown Scottsdale experience.

Description of Option B: Approve only selected components, possibly diluting the synergy of the current proposal, but providing results in proportion to the elements that are approved.

Description of Option C: Do not approve the request; the funds will remain in the

capital projects account, and attraction availability, enhancements and marketing will be the sole responsibility of the Frank Lloyd Wright Foundation

Recommended Approach:
Staff recommends that the City Council approve the request as stated. There is a mutual desire on the part of the City of Scottsdale and the Frank Lloyd Wright Foundation to promote Taliesin West as an exciting visitor attraction that is not only unique to Scottsdale, but in all the world. The downtown exhibit further increases exposure, along with adding another positive component to the downtown visitor's experience. Additionally, the conservation easement provides preserve land for both residents and visitors alike. The vision and sense of urgency embraced by the new President and CEO seem to reflect a deeper commitment from the Frank Lloyd Wright Foundation to the enhancement of the New Taliesin West.

If either Option A or Option B is chosen, approval of Reimbursement Resolution No. 6245 is also recommended. Approval of this resolution provides the ability to use bond financing if needed, but does not require it in the event other revenue sources are identified for repayment. The approval of Resolution No. 6245 will enable the City to advance funds for the Taliesin West, Loloma Museum and Canal Bank improvement projects, with the expenditures eligible to be reimbursed from future bond proceeds, if bonds are issued.

Proposed Next Steps:

- Identify the specific conservation easement lands
- Negotiate the contract agreement

RESPONSIBLE DEPT(S)

Economic Vitality
Preservation
Financial Services

STAFF CONTACT(S)

Kathy Carlisle O'Connor
Tourism Development Manager, Economic Vitality Department
Phone: 480.312.7057 E-mail: kcoconnor@scottsdaleAZ.gov

Robert Cafarella
Director of Preservation, Preservation Department
Phone: 480.312.2577 E-mail: rcafarella@scottsdaleAZ.gov

Rebecca Eickley
Financial Services Specialist, Financial Services Department
Phone: 480.312.7084 E-mail: reickley@scottsdaleAZ.gov

APPROVED BY

1/14/03

Dave Roderique
General Manager, Economic Vitality

Date

Craig Clifford
General Manager, Financial Services

1/15/03
Date

Janet Dolan
City Manager

1/14/03
Date

ATTACHMENTS

1. Staff Report December 13, 2002
2. Meeting Minutes, December 17, 2002
3. Reimbursement Resolution No. ~~6245~~ 6244

To: Don Bomer, Chairman Tourism Development Commission

From: Kathy Carlisle O'Connor
Tourism Development Manager

Re: Proposal from Frank Lloyd Wright Foundation for Consideration of a Revised Project Supported by Bed Tax Capital Improvement Funds

Date: December 13, 2002

BACKGROUND

In recognition of the worldwide reputation and aura surrounding Frank Lloyd Wright and his genius, and of the unique, one-of-a-kind attraction Scottsdale has in Taliesin West, there has been long-standing interest and enthusiasm for support from the City of Scottsdale in partnership with the Frank Lloyd Wright Foundation for improving and expanding the visitor capabilities at Taliesin West. This is evidenced by the 1992 recommendation of the Tourism Development Commission and unanimous City Council approval of a $699,000 contribution from Bed Tax funds towards an expanded Visitor Center with archival capabilities. This amount was set aside in a CIP account, but the project was never implemented, and the funds were never expended.

In recent years, a pending agreement evolved, wherein the City would purchase a "conservation easement" for approximately 15 acres of Taliesin West-owned land within the McDowell Mountain Preserve boundary for $1,400,000, and in exchange, the Foundation would construct an 8,000 sq. ft. stand-alone Visitor Center. This Visitor Center Project is not a part of the current proposal.

Any recommendations regarding the current proposal are at the discretion of the Commission.

PROPOSAL

CREATE A NEW ATTRACTION

The current proposal encompasses the creation of a "new" attraction supported by additional facilities and a comprehensive marketing and public relations campaign. The new elements of the attraction consist of an accurate restoration of the Wrights' living quarters, creation of a new downtown Scottsdale "teaser" exhibit presence, expanded and improved gift shop, ticketing and tour staging areas, and climate control enhancement of the Living Room Music Pavilion and Cabaret.

A. The Wrights' Living Quarters

Unlike Taliesin in Wisconsin, and Oak Park, Illinois, the Wrights' living quarters have never been open for public tours at Taliesin West. Therefore, it is the belief of the Foundation that an expanded product will offer something significant and exciting to repeat visitors, and increase the potential to attract first-time visitors.

The scope of work will include complete restoration of the living quarters to their original character, and reintegrate the Terrace area with its superb views of the mountains behind, and expansive Valley below. This greatly expands the current visitor experience, which is currently limited to just the living room. The Terrace would also offer additional function space for groups of up to 150 people.

B. Modifications and Enhancements of Public Areas

This portion of the project would provide the additional space needed to provide adequate entry, ticketing area, improved visitor flow, larger gift shop and tour staging area needed to accommodate the increased number of visitors. This will create the potential for additional retail sales, as well as more tours, generating more revenue. Space could also be made available for Scottsdale tourism promotion for the Scottsdale Convention and Visitors Bureau, as is being offered at the Promenade project.

The addition of climate control to the Living Room, Music Pavilion and Cabaret is intended to further increase tour capacity by providing comfortable places to stage and hold tours, as well as other functions, in warmer weather. This could potentially drive additional attendance into the shoulder seasons.

C. Downtown Scottsdale "Preview" Exhibit/Store

The Downtown Scottsdale facility would function as a preview or "teaser" exhibit with the goal of generating additional exposure, leading to incremental revenue through merchandise and ticket sales. It would be located in an existing "storefront", with the possibility of relocating to a permanent dedicated FLW facility if the first year(s) is successful in accomplishing the goals. Such a presence would complement the future Frank Lloyd Wright spire to be constructed in 2003 for the Promenade at Scottsdale Road and FLW Boulevard, re-enforcing the overall presence of Frank Lloyd Wright in Scottsdale.

MARKETING AND PROMOTIONAL ACTIVITIES

A vigorous program of marketing, public relations and community activities is being proposed in support of the above-listed enhancements. Taliesin West is currently participating in Culture Quest, and additional co-op advertising and promotional opportunities with the Scottsdale Convention and Visitors Bureau will also be incorporated into the plan. These activities are detailed on the attached **"Taliesin West Marketing Overview 2003 and Beyond"** submitted by Betsy Lynn, Vice President, Licensing, Retail and Merchandising, Frank Lloyd Wright Foundation.

FUNDING PROPOSAL

The current proposal consists of the following:

Restoration of the Wrights' Living Quarters	$193,350
Expanded and Enhanced Public Areas	$224,000
Downtown Scottsdale "Teaser" Exhibit and Bookstore	$100,000*
Marketing Activities (includes video project & equipment)	$ 115,000
Total	**$647,350**

*$50,000 per year rent for two years

ATTENDANCE

Attendance at Taliesin grew at an average rate of 6.6% annually between 1997–2001. (Table 1) Year-to-date through November 2002 attendance is 106,297.

TABLE 1
Attendance

1997	1998	1999	2000	2001	2002*
90,931	96,698	120,299	122,406	121,687	115,000

*Projected 2002

Points Worth Noting:

1) Taliesin West experienced a decline of less than 1% for calendar year 2001, faring much better than most 9/11 affected destinations.
2) The 24% increase in attendance from '98-'99 came as a result of the exposure gained from Ken Burns' public television series.
3) Taliesin West records indicate that 88% of their attendance is from out of Arizona.
4) Declines in 2001 and 2002 attendance are consistent with other aspects of Scottsdale's hospitality during these periods.

ANALYSIS

Based on the apparent sustainability of post-1998 attendance figures in the 120,000 range, and assuming a modest increase in 2003 attendance, a base attendance of 118,000 people is used in the following projections.

Given the potential positive effects of all of the elements included in this proposal, the estimated impact on attendance figures would be an increase of approximately 15% each of the first three years of full implementation of the new attraction and marketing programs, followed by a more historical increase of 6.6% per year in each of the next two years, for a five-year build-up to an estimated stabilized attendance of approximately 205,000. (Table 2 Projected Attendance)

TABLE 2
Projected Attendance

Years	Year One	Year Two	Year Three	Year Four	Year Five
Attendance	118,000	137,700	156,055	179,463	191,308
Percent	15%	15%	15%	6.6%	6.6%
Incremental Visitors	17,700	20,355	23,408	11,845	12,628
Total	**137,700**	**156,055**	**179,463**	**191,308**	**203,934**

Scottsdale Room Night and Visitor Spending

Taliesin records indicate that 88% of their attendance is from out of Arizona. Scottsdale market-area hotels account for 29% of the metro Phoenix hotel inventory. Research indicates that 70% of overnight visitors to Scottsdale stay in City of Scottsdale hotels*. These percentages provides the rationale for the number of overnight visitors who stay in Scottsdale hotels.

Applying an average of 1.8** guests per room and a "reason for visit/length of stay" factor of 1.255 attributed to other similar attractions***, yields the total number of room nights (Table 3-Projected Room Nights). This methodology is consistent with other similar project analyses conducted by staff.

TABLE 3
Incremental Room Nights

	Year One	Year Two	Year Three	Year Four	Year Five
Incremental Visitors	17,700	20,355	23,408	11,845	12,628
88%	15,576	17,912	20,599	10,424	11,113
29%	4,517	5,195	5,974	3,023	3,223
70%	3,162	3,636	4,182	2,116/1.8	2,256/1.8
/1.8	1,756 rooms	2,020	2,323	1,176	1,253
1.255	2,205 room nights	2,535	2915	1,475	
Incremental Room Nights	**2,205**	**2,535**	**2,915**	**1,475**	**1,573**
	Total 10,703				

Spending in 2001 in Scottsdale by Scottsdale hotel overnight guests was **$320.17 per room, per day**. This includes $143.34 for lodging, and the balance of $176.83 on food, retail, entertainment and attractions*

*City of Scottsdale Tourism Study Parts I and II, July/August 2002
**Behavior Research Metropolitan Arizona Visitor Study, Spring 2000
***June 27, 2001 Economic Vitality Staff Memo - Tourism Impact Analysis, Exhibit 5

ECONOMIC IMPACT

Table 4 shows the estimated annual (not cumulative) amounts for lodging, "other expenditures", bed tax and sales tax attributed to Taliesin West for Base attendance of 118,000 prior to implementation and for Year Five, when the stabilized attendance of approximately 203,934 is projected.

TABLE 4
Estimated ANNUAL TOTAL Revenue and Taxes

Base 118,000 Attendance		**Year Five** 203,934 Attendance
Room Nights	13,437	25,400
Average Room Rate	$143.34	$143.34
Lodging	$1,926,060	$3,640,836
Bed Tax 3%	$57,782	$109,225
Lodging Sales Tax (1.4%)	$26,965	$50,971
Other Expenditures	$2,376,065	$4,491,482
Other Sales Tax (1.4%)	$33,265	$62,880
Total Spending	**$4,302,125**	**$8,132,318**
Total Tax	**$118,012**	**$223,076**

2001 Dollars
Other Expenditures: Food, retail, entertainment, restaurants, and attractions.

Table 5 shows the estimated annual incremental amounts generated as a result of full implementation of this proposal for the first year, and at stabilized attendance in the fifth year.

TABLE 5
Estimated ANNUAL INCREMENTAL Expenditures and Taxes

Year One 137,700 Attendance		**Year Five** 203,934 Attendance
Room Nights	2205	10,703
Average Room Rate	$143.34	$143.34
Lodging	$316,064.70	$1,534,168
Bed Tax 3%	$9,482	$46,025
Lodging Sales Tax (1.4%)	$4,424	$21,478
Other Expenditures	$389,910	$1,892,611
Other Sales Tax (1.4%)	$5,458	$26,497
Total Spending	**$705,974**	**$3,426,797**
Total Tax	**$19,364**	**$94,000**

2001 Dollars
Other Expenditures: Food, retail, entertainment, restaurants, and attractions

ACQUISITION OF LAND FOR THE MCDOWELL SONORAN PRESERVE

In addition to increased visitor spending in Scottsdale, additional benefit would be gained for both residents and visitors to Scottsdale. As a legal requirement of any funds recommended by the Tourism Development Commission and authorized by the City Council, any contract will include the condition that Taliesin West will provide an easement of the appropriate number of acres of Foundation-owned land within the McDowell Sonoran Preserve equal in value to the funds to be transferred.

SUMMARY

Due to the worldwide recognition of Frank Lloyd Wright and his accomplishments, Taliesin West is a unique, significant and valuable component of the Scottsdale destination attraction portfolio. It is estimated that in year-five attendance will stabilize, and, Scottsdale hotel overnight guests visiting Taliesin will be responsible for total spending of $8,132,318 in Scottsdale, a 71% increase over the comparable base figure of $4,750,573.

The total projected incremental bed tax dollars generated in the first five (5) years are $85,280. With a stabilized annual incremental bed tax of $46,025 after year five (5) it would take approximately 12 years to break event using 2001 dollars.

A significant benefit to the City of Scottsdale for residents and visitors would be the acquisition of additional land for the McDowell Sonoran Preserve.

The current funding proposal from the Frank Lloyd Wright Foundation is for $647,350 from Capital Improvement Funds, and $475,000 from Foundation contributions to the project. The Commission has the discretion to decide whether all, none, or certain elements of the funding ,request be recommended to the City Council for authorization.

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SCOTTSDALE TOURISM DEVELOPMENT COMMISSION
7447 EAST INDIAN SCHOOL ROAD
THIRD FLOOR CONFERENCE ROOM
DECEMBER 17, 2002

MINUTES

PRESENT: Don Bomer, Chairman
Tom Morrow, Vice-Chairman
Jose Catalan, Commissioner
Tom Curley, Commissioner
Shaun Robinson, Commissioner
Sally Shaffer, Commissioner
Ned Sickle, Commissioner

STAFF: Kathy Montalvo
David Roderique
Kathy O'Connor

OTHERS PRESENT FOR ALL OR PORTIONS OF THE MEETING:

Rebecca Eickley
Kelly Ward
Rachel Sacco
Jim Goulka
Arnold Roy
Jason Rose
Councilman Ecton
Councilman Silverman
Dwayne Richard

CALL TO ORDER

Chairman Bomer called the regular meeting of the Scottsdale Tourism Development Commission to order at 8:03 a.m.

ROLL CALL

A formal roll call confirmed members present as stated above.

Chairman Bomer announced that John Pye is no longer on the Commission because he moved to Toronto. He also announced that two new members have been appointed to the Commission. Chairman Bomer introduced Shaun Robinson and Sally Shaffer. Commissioner Robinson and Commission Shaffer.

APPROVAL OF MINUTES

A MOTION WAS MADE BY COMMISSIONER CATALAN TO APPROVE THE MINUTES OF THE NOVEMBER 19, 2002 MEETING AS PRESENTED. THE MOTION WAS SECONDED BY VICE-CHAIRMAN MORROW AND PASSED UNANIMOUSLY.

BED-TAX BUDGET REVIEW

Ms. Eickley reviewed the five-year tourism pro forma. She stated she would like the Commission to focus on the fact that they are generating a negative cash flow given the lower estimates for the bed-tax revenue. She further stated the City has asked all of the internal departments to rejustify all capital programs. She remarked approximately $1.7 million has been set aside for three different capital projects from bed-tax revenue. She further remarked the current estimated shortfall is for $210,000. It is assumed they would rebudget the money set aside for capital projects to cover the shortfall. This will solve the problem for the current year but would not solve the problem as they move forward. The projected five-year deficit is $4 million. She noted the bed-tax projections are very conservative.

Ms. Eickley reported they are requesting the Commission revisit the big picture in terms of the money available for the projects that the Commission is currently considering and will be considering.

Vice-Chairman Morrow inquired if the Commission has the ability to change these numbers. Ms. Eickley replied none of these numbers are set in stone. All of these numbers are subject to Commission review and at their discretion they can increase and decrease them with Council's approval. If they continue to do business and continue to promote projects as they have in the past, there will be a deficit. She reported they need to go through the budget with a fine-tooth comb and re-evaluate every line item.

Vice-Chairman Morrow requested a status report on the Desert Discovery Center and the Airport Museum. Ms. O'Connor stated the Desert Discovery Center at best is probably three to six years down the road. She further stated the Aircraft Museum is having a bit of difficulty with their capital campaign. She further stated there are certain contractual obligations that they need to live up to. Mr. Roderique reported their contract expires next April and they are required to raise a certain amount of funds before they can move forward. They have requested an extension of up to five years to raise the dollars.
Vice-Chairman Morrow requested staff keep the Commission updated on the progress of these two projects.

The Commission expressed their concerns regarding the significant short fall that is projected over the next five years. A discussion ensued regarding options to cover the short fall. Ms. Eickley stated the City would propose they transfer some of the funding that has been allocated to capital projects to make up for the short fall. She further stated the Commission could investigate other options to cover the shortfall.

Commissioner Catalan inquired what would happen if the City decided to move forward on projects like the Waterfront and Loloma, and the Commission indicated they did not have the funds. Does the City have another source of revenue? Ms. Eickley stated if bonds are issued, and there were not funds available to pay the debt service payments, the money would come from the General Fund. Mr. Roderique remarked that although the Commission has not taken formal action on the Waterfront Project, the way that it has evolved over time, it is the Council's expectation that the $4.2 million will come from the bed-tax fund. Vice-Chairman Morrow requested staff update the Commission every few months on the status of the Waterfront Project.

Vice-Chairman Morrow stated there have been some conversations regarding the possiblity of acquiring all of the bed-tax revenues. Mr. Roderique replied that is something that could be suggested to the City Council.

Chairman Bomer stated in his opinion the number one priority should be to cover the CVB contract.

Ms. O'Connor stated within the framework of the budget discussion she felt it might be appropriate to discuss how the Signature Events should be funded. She further stated she would suggest they have a special meeting in January to discuss how the Signature Events are funded.

Commissioner Catalan stated he would recommend they move as quickly as possible because it is not fair to those events that are just about to happen to change the amount they would traditionally receive. Vice-Chairman Morrow noted the events should be aware of the fact that the Commission was going to have this type of discussion.

The Commission decided to hold a special meeting on January 14th to discuss Signature Event funding.

Commissioner Curley stated at the retreat the Commission discussed whether the amount of the CVB contract was appropriate. Ms. Sacco stated she has a proposal put together that addresses that issue.

Commissioner Catalan stated this is not a popular subject but they need to look at the possibility of raising the bed-tax as they discuss their options. He further stated they need to see how they compare with other cities. Mr. Roderique provided information on how the process would work. Ms. Sacco provided information on what percentage other cities charge for bed-tax. She reported Scottsdale is right in the middle of the national average.

Ms. O'Connor stated the Commission is not going to be able to determine what options they will chose to deal with the projected shortfall at this time so she would suggest staff run additional reports based on the input they have received showing various scenarios, and they can continue this discussion at the January 21st meeting.

Chairman Bomer welcomed Councilman Ecton and Councilman Silverman stating they appreciate their attendance.

SCOTTSDALE CONVENTION & VISITORS BUREAU UPDATE

Ms. Sacco reported on what is occurring at the State level. She further reported their funds have been cut in half for the current fiscal year and they are looking at additional decreases to their budget for this coming year.

Mr. Roderique reported he met with the Governor's transition team and they are looking at combining the Department of Commerce with the Department of Tourism. He further reported they are working on a new marketing campaign and are trying to get away from promoting cowboys and the "Old West". They want to market a new Arizona.

Ms. Sacco updated the Commission on the progress of Culture Quest. She reported they have received a tremendous amount of support.

Ms. Sacco provided an updated on how the CVB is promoting the Fiesta Bowl.

Ms. Sacco reported they are in the process of doing a long-term budget. She further reported they are finalizing the transition. She noted they are relocating to the Galleria in the first part of 2003. She further noted their commitment from Paradise Valley remains strong and even in these hard economic times they will be increasing their budget.

Chairman Bomer stated it seems the leisure bookings seem to be holding strong but they are struggling with the group bookings. Councilman Silverman stated they are just the opposite but every hotel is different. Ms. Sacco remarked she hears a different story from every hotel.

Commissioner Bomer stated at the retreat they discussed the CVB forming some type of partnership with the Indian Community. Ms. Sacco stated they are working on forming a partnership.

Commissioner Sickle stated he would like to see them form some sort of long-term deal with Barrett-Jackson. Mr. Roderique commented Craig Jackson is more concerned with the facility than the funds he receives from the Commission. He further commented they could have Brad Gessner come to the February meeting and give a presentation on the final master plan for WestWorld.

TALIESIN WEST PROPOSAL

Mr. Goulka, President/CEO of the Frank Lloyd Wright Foundation, stated the current proposal encompasses the creation of a "new" attraction supported by additional facilities and a comprehensive marketing and public relations campaign. The new elements of the attraction consist of an accurate restoration of the Wright's living quarters, creation of a new downtown Scottsdale "teaser" exhibit presence, expanded and improved gift shop, ticketing and tour staging areas, and climate control enhancements of the living room music Pavilion and Cabaret.

Mr. Goulka reported a vigorous program of marketing, public relations, and community activities are being proposed in support of the enhancements. Taliesin is currently participating in Culture Quest, and additional co-op advertising and promotional opportunities.

Mr. Goulka stated because the upgraded site will include climate-controlled areas, their marketing efforts would be able to focus on increasing tourism during the shoulder seasons and summer months when the site can easily absorb additional visitation.

Mr. Goulka presented information on the budget for this project. He remarked they would have students who will be able to do some of the work.

Ms. O'Connor provided information on the incremental bed-tax dollars that would be generated from estimated additional attendance.

Mr. Goulka stated this is something that is good for Scottsdale in the near future.

Ms. Sacco stated they would be able to partner with the CVB to help support this effort. Mr. Goulka stated there is a great deal of support from outside sources.

Commissioner Sickle stated he would support the downtown experience to get additional visibility. He further stated he has concerns about making a decision to expend half a million dollars before the Commission has their contingency plan in place.

Vice-Chairman Morrow stated he has always believed that the aim of these dollars is to bring people from out-of-town as opposed to moving them around once they are here. He further stated he could

support the living quarters and gift shop but he has some doubts about the enhancements to the climate control. He noted he could also support the marketing initiative. He further noted he would like to stipulate that the CVB is involved in the creative planning. He remarked they need to move on this as quickly as possible to have it in place by this summer. He further remarked from a PR point of view, in order to get press coverage, you have to have something to sell.

Councilman Ecton stated he took a tour of Taliesin West to see first hand what changes are being proposed. He further stated he felt the downtown exhibit would be a good fit with the galleries. He noted this investment is very important because it will have a short return on the investment. He further noted there are some ways that the money can be moved around and the number can be drawn down a bit.

Councilman Silverman stated times are tough but this is a legitimate destination attraction. He further stated they should have been taking advantage of this destination all along. He remarked the timing is great because this can be advertised with Culture Quest.

Commissioner Sickle remarked he is struggling with the 12-year pay back.
Ms. O'Connor provided information on the projected incremental bed-tax dollars that would be generated. Councilman Ecton stated it would be important for them to watch the revenues very closely on a month-to-month basis to ensure they are going in the right direction. He further stated they also have to look at the potential increase in revenues.

VICE-CHAIRMAN MORROW MOVED TO RECOMMEND APPROVAL OF THE PROPOSED AMOUNTS FOR THE RESTORATION OF THE WRIGHT'S LIVING QUARTERS, VISITOR GIFT SHOP, AND $85,000 FOR THE MARKETING ADVERTISING PROGRAM WITH THE FOLLOWING STIPULATION: THE CVB IS INVOLVED IN THE MARKETING PROCESS AND CREATIVE PLANNING. APPROVE $50,000 FOR A DOWNTOWN OPERATION FOR ONE YEAR.

Commissioner Catalan inquired what was excluded. Vice-Chairman Morrow stated the enhancement of the climate control and the video production. Mr. Roderique stated for a total expenditure of $517,000.

Commissioner Catalan inquired how important is the video. Mr. Goulka provided information on what would be contained in the video.

Ms. Sacco stated there are many ways for the CVB to work with Taliesin to help leverage the funds.

Mr. Roderique stated he would suggest they earmark the funds for the downtown component but require them to come back with options on the best way set up this program. Vice-Chairman Morrow stated he would agree with that suggestion.

SECOND BY COMMISSIONER CURLEY AND PASSED UNANIMOUSLY.

ADMINISTRATOR'S REPORT

Ms. O'Connor provided a review of the Bed-Tax Collection and Expenditures Reports.

UPCOMING EVENTS AND COMMISSION BUSINESS

The next two meetings will take place, Tuesday, January 14, 2003 and Tuesday, January 21, 2003.

ADJOURNMENT

There being no further business to come before the Commission, being duly moved and seconded, the meeting was adjourned at 10:10 a.m.

Respectfully submitted,

"For the Record" Court Reporters.

RESOLUTION NO. 6244

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES MADE FROM PROCEEDS OF BONDS, CERTIFICATES OF PARTICIPATION OR OTHER OBLIGATIONS ISSUED ON BEHALF OF THE CITY OF SCOTTSDALE, ARIZONA BY THE CITY OF SCOTTSDALE MUNICIPAL PROPERTY CORPORATION

WHEREAS, Section 1.150-2 of the United States Treasury Regulations (the "Reimbursement Regulation"), promulgated pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), sets forth the rules for determining when proceeds of bonds or other obligations are deemed spent for purposes of applying Sections 103 and 141 through 150 of the Code, including the arbitrage yield restrictions and rebate requirements contained in Section 148 of the Code, if the proceeds are used to reimburse expenditures made prior to the date of issue of the bonds or other obligations; and

WHEREAS, the Reimbursement Regulation requires that a declaration of official intent to reimburse the expenditures ("Declaration of Official Intent") be made not later than sixty (60) days after payment of the original expenditure, and that an allocation in writing evidencing use of proceeds of a reimbursement bond to reimburse an original expenditure be made within eighteen (18) months after the later of the date the original expenditure is paid or the date the project is placed in service or abandoned, but in no event later than three (3) years after the original expenditure is paid; and

WHEREAS, the City Council of the City of Scottsdale, Arizona (the "City") wishes to take such action as is necessary or permitted to comply with the Reimbursement Regulation,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA AS FOLLOWS:

1. This is a Declaration of Official Intent within the meaning of the Reimbursement Regulation.

2. The City intends and reasonably expects that original expenditures made by the City to finance improvements to be funded by bonds, certificates of participation or other obligations (the "Bonds") issued by the City of Scottsdale Municipal Property Corporation on behalf of the City, including, without limitation, (i) acquisition of a conservation easement and construction of improvements at Taliesin West and development of a downtown Scottsdale exhibit facility and expanded marketing program for the Frank Lloyd Wright Foundation; (ii) construction of improvements relating to the City's planned Canal Bank project; and (iii) development, construction and equipping of a museum at the City's planned Loloma project, will be reimbursed with the proceeds of the Bonds in the maximum principal amount of $15,000,000.

3. The General Manager of the Financial Services Department of the City is hereby authorized and directed to take any additional action necessary to comply with the requirements of the Reimbursement Regulation so that proceeds of the Bonds used to reimburse expenditures that are the subject of this Declaration of Official Intent will be deemed spent,

including making an allocation in writing evidencing the City's use of proceeds of the Bonds to reimburse an original expenditure within eighteen (18) months after the later of the date the original expenditure is paid or the date the applicable project is placed in service or abandoned, but in no event later than three (3) years after the original expenditure is paid.

4. Advances from available funds of the City for the purposes of paying the initial costs of the above-described projects, which advances are to be reimbursed from proceeds of the Bonds to be issued to finance the projects, are hereby authorized in an amount not exceeding $15,000,000.

PASSED, ADOPTED AND APPROVED, by the CITY COUNCIL of the CITY OF SCOTTSDALE, ARIZONA on JANUARY 21, 2003.

CITY OF SCOTTSDALE, ARIZONA

By: _____
Mary Manross
Mayor

ATTEST:

By: _____
Sonia Robertson
City Clerk

APPROVED AS TO FORM:

SNELL & WILMER L.L.P.
Bond Counsel

By: William A. Hicks III
William A. Hicks III

1290381.3

Bid Number: 03PB003
Opening Date: 01/14/03
Time: 3:00 PM

ITEM NO. 12

ATTACHMENT 4 - BID TABULATION SUMMARY

Bidder	Base Bid
Archon, Inc.	**$781,655.60**
Krisdan Co., Inc.	$954,132.85
J. Banicki Construction Inc.	$997,778.20
Achen Gardner Engineering	$1,223,819.80

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 9 GOAL: Short- and Long-term Economic Prosperity

SUBJECT

Temporary Reduction of Certain Fees in Downtown

REQUEST

Approval of Resolution No. 6238 allowing for the temporary waiver of specific development and building fees in a designated area in Downtown Scottsdale.

BACKGROUND

Downtown Scottsdale is the historic center of the community and remains a key component of its economic vitality. It is a place of unique character and atmosphere, dominated by small businesses. As the economy has slowed and competition continues to grow throughout the region, the decision to invest in Downtown buildings and businesses has become more necessary and complex, especially for small business operations. Many of the smaller, older properties are in need of significant repairs or upgrades that would help make them more competitive. Businesses in the area have continually expressed a need for assistance in reducing the cost of renovations and the time needed to process approvals. Changes have already begun to reduce the processing time for improvements requiring permits. The waiver of fees would add the complementary action of reducing the cost structure of approvals and project implementation.

ANALYSIS & ASSESSMENT

As part of an overall strategy to improve the physical and economic vitality of Downtown, the City of Scottsdale has identified the need to offer programs that encourage additional private investment in Downtown. Other cities use a variety of programs to stimulate such investments, with one of the most common being the waiver or reductions of fees. This type of program is appropriate for the small business base of Downtown Scottsdale because it reduces the amount of cash they have to put into renovations and cuts the overall cost for improvements.

For such a stimulus to have the most significant impact, especially in difficult economic times, it must be relatively fast acting. Since the typical improvement in downtown is for a small business operation, the use of a full waiver of specific development related fees is more likely to have that near term affect because it helps reduce the cost for improvements. This in turn makes projects easier to fund or finance or in the alternative lets the business spend more on actual building improvements. Since the desire is to have the stimulus trigger investment actions, it is appropriate for it to have a limited life both to encourage near term investment and to limit the amount of time fee waivers impact the City's budget.

Community involvement. Discussions with various business owners and property owners in Downtown have indicated a need for assistance in promoting increased private investment in the area. Two key issues identified during these discussions

Action Taken_____

included the amount of time to process approvals for building projects and the cost involved for small businesses. This proposal addresses the issue of cost, with the focus being on reducing fees in a way that would encourage small businesses to invest or reinvest in Downtown.

RESOURCE IMPACTS

The proposal involves the waiver of five development fees in Downtown. For the purposes of the reduction program the 'full fee waiver' amount is set at the average cost for each individual fee in the designated area. Based on the average permit value for Downtown projects a maximum total waiver of $4,752 for the combined fees would be allowed for the qualifying projects. Projects that have total fees valued at more than the $4,752 would pay the difference above this amount.

The total estimated value of the reductions for the five fees ranges from $65,000 to $80,000 depending on the level of investment activity during the six-month period. Approximately half of the waivers would be expected to occur in the 4th quarter of FY 02-03 and half in the 1st quarter of FY 03-04.

The fees include:

1) Downtown Development Review Board Applications – fees will be waived by an amount not to exceed $1,213 per project application
2) Building Final Plan Review Application Fee- will be waived by an amount not to exceed $250 per application
3) Building Permit Fee – will be waived by an amount not to exceed $1,190 per application
4) Engineering Final Plan Review Application Fee – will be waived by an amount not to exceed $1,660 per application
5) Encroachment Permit Fee – will be waived by an amount not to exceed $439 per application
6) Total combined waivers not to exceed $4,752 per project

The fee waiver would be available for new projects and renovations in the designated Downtown area. Qualifying projects would be restricted to a geographic area identified as the Enhanced Revitalization of Business Neighborhoods (ERBN) for Downtown as shown on Attachment 1. The designated area encompasses that portion of the Waterfront Redevelopment Area south of the Arizona Canal, the area designated as the Southeast Redevelopment Area, and the area formerly designated as the Downtown Redevelopment Area.

Future budget implications. The budget impacts on this proposal are limited to the fourth quarter of FY 02-03 and the first quarter of FY 03-04. An option for funding would involve the use of the Economic Stabilization Fund to offset any loss of revenue to the General Fund.

OPTIONS & STAFF RECOMMENDATION

Option A - To approve as recommended Resolution No. 6238, which allows for certain fees related to development in Downtown Scottsdale to be temporarily reduced for a period of six months.

Option B – To allow a smaller fee waiver than that proposed. At 50% of the fee values this would amount to approximately $30,000-40,000 during the trial period or the reduction could allow the program to be extended for one year rather than six months. This alternative would diminish the potential near term impact of the fees in encouraging private investment.

Option C – To deny waiver of the fees and retain all expected fee income.

Proposed Next Steps: If approved, to inform business and property owners in Downtown as soon as possible so they may take steps to develop any plans and projects that can benefit from this temporary fee reduction program.

RESPONSIBLE DEPT(S) Economic Vitality, Planning and Development Services

STAFF CONTACTS

David Roderique, Economic Vitality General Manager (480) 312-7601
droderique@scottsdaleaz.gov

Harold Stewart, Business Services Manager (480) 312-2311
hstewart@scottsdaleaz.gov

Jon Chase, Principal Planner (480) 312-2578 jchase@scottsdaleaz.gov

APPROVED BY

David Roderique, 1/6/03
General Manager, Economic Vitality — Date

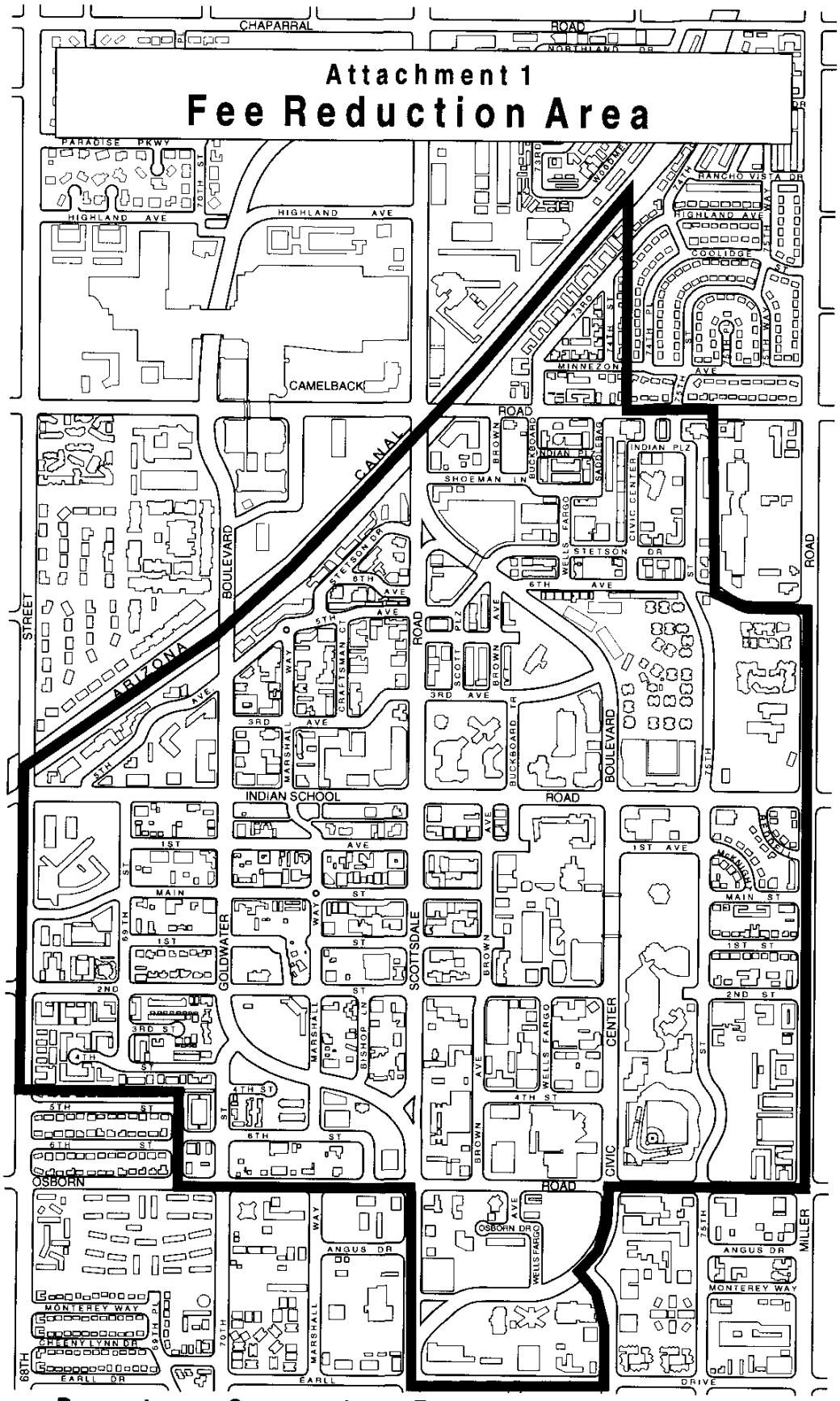
Ed Gawf 1/6/03
Deputy City Manager — Date

Jan Dolan 01/06/03
City Manager — Date

ATTACHMENTS

1. Fee Reduction Area Map

Attachment 1
Fee Reduction Area



Downtown Scottsdale Enhanced Reinvestment in Business Neighborhoods Program

RESOLUTION NO. 6238

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO REDUCE CERTAIN FEES ASSOCIATED WITH DEVELOPMENT IN DOWNTOWN SCOTTSDALE FOR A DESIGNATED PERIOD OF TIME.

WHEREAS, Downtown Scottsdale has been identified in various plans and studies as an area where a concentrated program of reinvestment and new investment is needed as an economic stimulus; and

WHEREAS, the City has previously designated portions of Downtown as specific areas where assistance to encourage revitalization should be provided by the City; and

WHEREAS, that portion of the Waterfront Redevelopment Area south of the Arizona Canal, and that area designated as the Southeast Redevelopment Area, and that area formerly designated as the Downtown Redevelopment Area, continue to lag behind the level of new investment and reinvestment of the overall city; and

WHEREAS, a variety of financial techniques, including reductions of fees, have been used by cities to encourage private investment in designated revitalization efforts; and

WHEREAS, there are five development related fees which generally have the greatest financial impact on projects in Downtown, these fees including Downtown Development Review Board Applications, Building Final Plan Review Application Fees, Building Permit Fees, Engineering Final Plan Review Application Fees and Encroachment Permit Fees; and

WHEREAS, reducing these fees for six months, by an amount not to exceed the average cost of such fees for projects in the Downtown area, provides an economic stimulus for Downtown projects that will bring economic benefit to downtown and the larger community at a time when the economic health of the community is vulnerable;

NOW, THEREFORE, let it be resolved by the Council for the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. Certain building fees set in the Final Fee Schedule, adopted on June 4, 2001 pursuant to Scottsdale Revised Code Section 46-141, shall be temporarily waived up to certain maximum amounts, as set forth in Section 2 of this Resolution. The time period for the temporary fee waiver shall apply to those persons or entities submitting completed applications for these listed approvals, starting on April 1, 2003 and ending on September 30, 2003.

Section 2. Fees will be reduced as follows:

A. New Development Review Application fees will be waived up to an amount not to exceed $1,213 per project application.
B. Building Plan Final Review Application fees will be waived up to an amount not to exceed $250.
C. Building Permit Fees will be waived up to an amount not to exceed $1,190 per project application.
D. Engineering Final Plan Review Application fees will be waived up to an amount not to exceed $1,660 per project application.
E. Encroachment Fees – fees will be waived up to an amount not to exceed $439 per project application.
F. Total combined fee waivers pursuant to this resolution shall not exceed $4,752.

Section 3. In all cases there shall be no reduction greater than actual fee that would normally be charged for the project application, even if that actual fee were less than the amount specified in Section 2.

Section 4. The area where fee reductions are available is shown on Attachment A to this resolution.

Section 5. All fees not specifically referenced in this resolution shall remain in full force and effect.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 21st day of January, 2003.

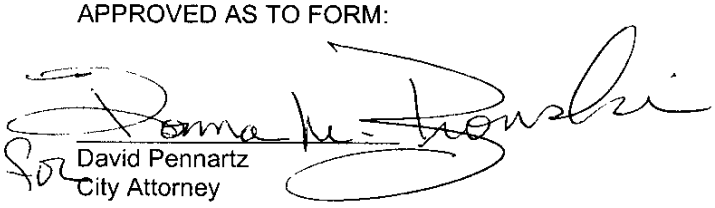
ATTEST:

CITY OF SCOTTSDALE,
a municipal corporation

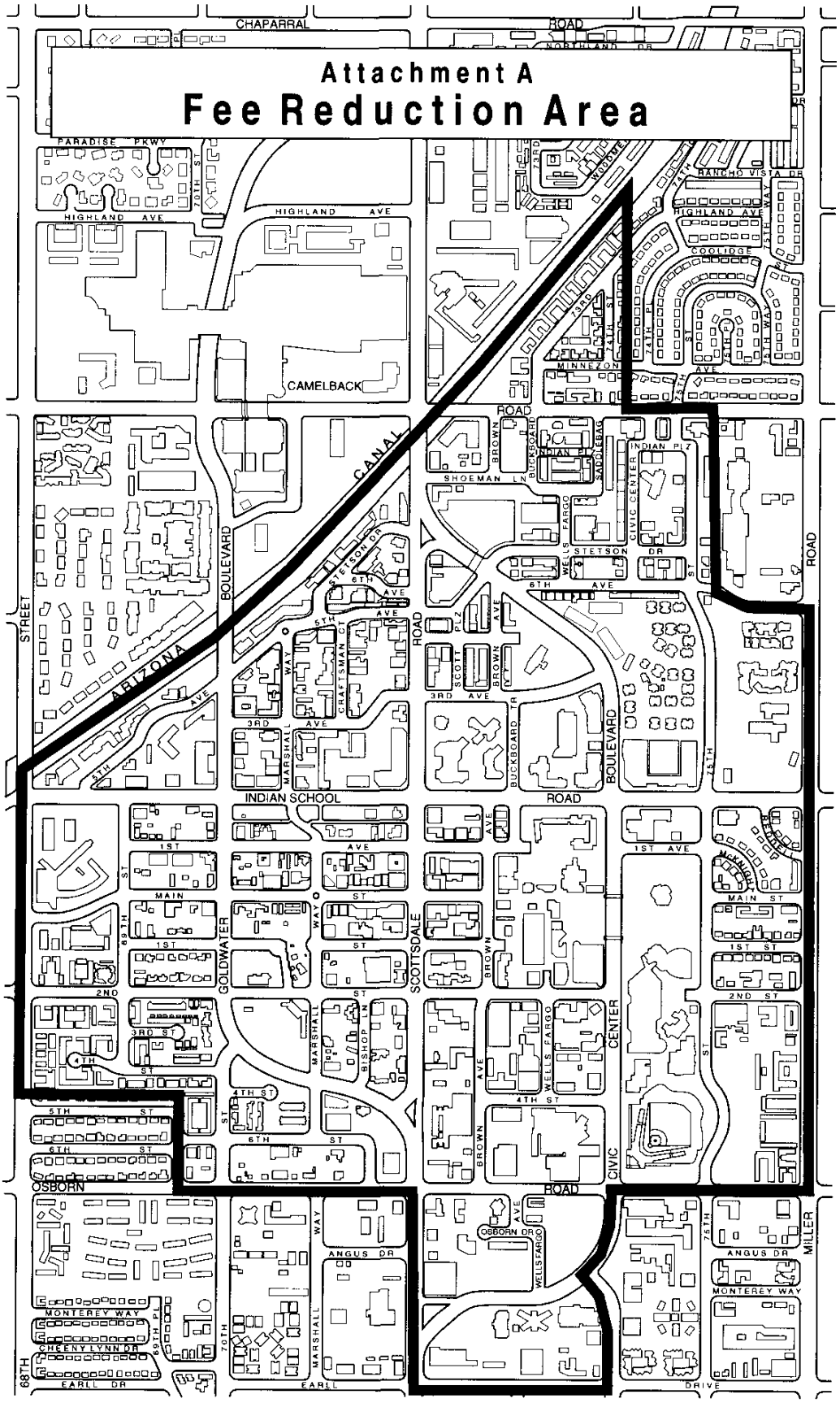
Sonia Robertson
City Clerk

Mary Manross
Mayor

APPROVED AS TO FORM:



For David Pennartz
City Attorney



Downtown Scottsdale Enhanced Reinvestment in Business Neighborhoods Program

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 10 GOAL: Communications and Open Government

SUBJECT

Annual Audit Plan for the Office of the City Auditor, Fiscal Year 2002/2003.

REQUEST

Review and approve the annual audit plan for the Office of the City Auditor.

BACKGROUND

Scottsdale City Code Section 2-120 provides that, at least annually, the City Auditor shall submit an Audit Plan to the Audit Committee for review and recommendation and the City Council for review and approval.

On October 7, 2002, the City Council approved the Mayor's appointment of three Council members to the Audit Committee. The first Committee meeting was held October 22, 2002 at which time a draft Audit Plan was presented and discussed. A second meeting was held December 10, 2002 to review the proposed audit areas and the timing of the work. After discussion, the Audit Committee voted to recommend the proposed annual plan to the City Council for review and approval.

ANALYSIS & ASSESSMENT

The proposed Audit Plan was developed with consideration given to:

- Areas of concern noted during other audit work
- Legal and regulatory requirements
- Potential risk to the organization
- Requests by management and Council
- Staffing within the Office of the City Auditor

The proposed Audit Plan consists of 17 audits (11 general, 4 follow-up, and 2 Information Systems-related). The Minimum Accounting Standards Review is mandated by the Arizona Supreme Court and must be completed this calendar year. If the audit is removed from this audit plan, the Court will need to make other arrangements to have the review completed.

This audit plan also includes, as an additional project, the external peer review for the Office of the City Auditor. This process, to be arranged through the National Association of Local Government Auditors, would

Action Taken_____

review work completed in 1999, 2000, 2001, and 2002 to determine the level of compliance with government auditing standards promulgated by the Comptroller of the United States.

RESOURCE IMPACTS

No resources other than those provided within the budget for the Office of the City Auditor will be required. This audit plan does not require the use of outside consultants.

Work may impact workload in areas selected for audit. Audit staff will work diligently to minimize any negative impact on workload.

OPTIONS & STAFF RECOMMENDATION

Prior to the approval of this Plan, the City Council can direct the addition or deletion of any proposed audit. As well, the Council can elect to modify the timing and scope of any proposed project.

Additionally, once Council approves an Audit Plan, it can be amended at any time during the remaining fiscal year after review by the Audit Committee. As well, the City Council can direct the City Auditor to initiate and conduct any other audit deemed necessary.

RESPONSIBLE DEPT(S)

Office of the City Auditor

STAFF CONTACTS

Cheryl Barcala
City Auditor
cbarcala@scottsdaleaz.gov (480) 312-7867

APPROVED BY

Cheryl Barcala
City Auditor
cbarcala@scottsdaleaz.gov (480) 312-7867

ATTACHMENTS

1. 2002/2003 Audit Plan

Office of the City Auditor

Proposed Audit Plan
2002/2003
(In priority order)

1) City Funded Insurance Plans
   City Ordinance 14-102 requires that City contributions towards group insurance plans for health, life, and long-term disability be determined by City Council. Contributions, historically, have been determined by City staff and the lump sum cost of the programs is approved by Council as part of the budget process. No prior audits of this program.

2) Minimum Accounting Standards Review
   The Arizona Supreme Court requires an external review of specific elements, at least triennially, to determine level of compliance with minimum accounting standards. The last review was completed May 2000, therefore, to remain in compliance it is time to conduct another review.

3) City Compliance with State Records Retention Requirements
   ARS 41-1346 requires the head of each local agency to establish and maintain an active, continuing program for the economical and efficient management of public records. An audit of the City's Record Retention Program has not been conducted in the past 10 years.

4) Use of Other Jurisdiction Contracts for the Purchase of Goods and Services.
   The City's Procurement Code provides that the Director of Purchasing may enter into contracts for the procurement of materials and services pursuant to specifications, solicitations, or contracts issued by other Arizona governmental entities. Such purchases shall be made pursuant to established rules. There have been no audits of this process to ensure that procurements handled through this process adhere to the intent of the Procurement Code.

5) Risk Management
   Other than through the inclusion of expenditures as part of the City's annual external audit, there has been no independent audit of the expenditures paid from the City's self-funded risk fund.

6) Asset Management
   In 1996, our office initiated an audit of the controls over real property owned by the City and concluded that an audit could not be completed. Management has informed us that recommendations from the 1996 audit have been completed, and they are requesting an audit to determine the adequacy of the controls. As part of this audit, we would include a review of non-real estate assets.

7) Business Meeting Expenses
   The City has an Administrative Regulation governing use of City funds for business meetings. Employees are instructed to reflect the cost of these expenditures in an expenditure account "Business Training and Conferences." No prior audits of expenditures related to business meetings have been undertaken.

8) Long Distance Phone Use
Audit of controls over the use of long distance to ensure that there is adequate oversight over the expenditure of City funds.

9) Police Department Property Room
Audit of controls at the Police Department as they relate to the Property Room.

10) Organizational Ethics and Training
Audit of the City's Ethics Program and related training.

11) Controls Over the Use of Overtime
City management adopted a new overtime guideline effective 6/1/2000 in response to Council's concerns over the expenditure of City funds. Our intent is to audit compliance with this policy and the performance expectations presented to Council.

Follow-up Audits

1) Travel Audit
2) Purchasing Card
3) General Controls Review
4) Vulnerability Assessment

Our intent would be to follow up on the status of recommendations.

Information Systems Audits

1) Help Desk Function
This audit would evaluate the help desk function to ensure that sufficient controls are in place to monitor the activities associated with providing support to the City's computers and networks.

2) Controls Over the Use of the Computer Replacement Fund
The City has an established replacement program with funding available to replace the City owned computers and network. This audit would look at the replacement strategy, the calculation of replacement costs, and the use of funds set aside for this purpose.

Other Projects

Generally accepted auditing standards require that audit organizations have an established process for quality assurance. One way to demonstrate this quality assurance is through an external peer review. To remain in compliance, the City needs to have an external peer review every three years. The last review was completed in 1999 and included work completed in 1996, 1997 and 1998. The upcoming peer review would include work completed in 1999, 2000, 2001, and 2002.

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 11 GOAL: Coordinate Planning to Balance Infrastructure

SUBJECT

Amended Agreement for Delivery of Incentive Priced Excess Central Arizona Project Water for Groundwater Recharge

REQUEST

Adopt Resolution No. 6226 authorizing the execution of Agreement No. 2003-004-COS.

Authorize execution of Agreement No. 2003-004-COS with the Central Arizona Water Conservation District (CAWCD) for delivery of incentive-priced excess Central Arizona Project (CAP) water for groundwater recharge purposes.

BACKGROUND

Excess CAP water is Colorado River water that is available in the CAP canal that is not being used under long-term agreements. "Incentive priced" excess water is offered for groundwater recharge use only. The primary use of incentive priced water for the City of Scottsdale is for groundwater recharge at the Water Campus and WestWorld recharge facilities. For 2003, regular priced CAP water is $66 per acre-foot; incentive priced excess water will cost the City $55 per acre-foot.

The City of Scottsdale has an existing agreement with the Central Arizona Water Conservation District (CAWCD) providing for the delivery of incentive priced excess CAP water, which was most recently amended by Council on November 26, 2001.

On September 29, 2002, the City was notified that the CAWCD wished to terminate the current incentive recharge agreement, and enter into a new amended agreement. The amended agreement contains one change from the current agreement stating that, in any given year, a contractor would not be eligible for incentive priced water if they recovered any CAP water that had been stored underground in that same calendar year.

This amendment was initiated because it had come to CAWCD's attention that several incentive recharge customers other than Scottsdale had been recharging CAP water underground at the same time as they were withdrawing recharged CAP water from their wells. This is not consistent with the stated intent of CAP's incentive recharge pricing program, which is to encourage CAP customers to store water underground for long-term use. Therefore, the CAWCD has amended the incentive recharge agreement to remove the price incentive for any CAP water stored underground and recovered in the same calendar year.

Action Taken_____

Analysis & Assessment

Using CAP water to replenish the groundwater aquifer is an important goal for the City, and entering into this amended agreement will allow us to continue to purchase water to accomplish that goal.

The City intends to continue utilizing CAP water for long-term storage in the aquifer at the Water Campus and WestWorld recharge facilities. In October 2002, the Council approved a demonstration program to recharge the groundwater aquifer using direct injection wells ("aquifer storage and recovery" or "ASR"). The CAP water purchased at an incentive price under the terms of this agreement will also be used to implement the ASR program.

City staff have reviewed the proposed amendment, and concluded that it does not negatively impact the City. This amendment is a minor change to an agreement that is a key component of allowing the City to pursue its long-range water resources strategy in a manner that provides the most cost-effective benefits to the citizens of Scottsdale.

Resource Impacts

Available funding.
Funding for purchase of water acquired under this agreement has been included in current Water Resources Department operating funds. In calendar year 2003, the City has projected that it will purchase 4,000 acre-feet of CAP water for recharge at the Water Campus and WestWorld facilities. Purchasing this water under the terms of the incentive water agreement rather than as full-price municipal water will save the City approximately $44,000.

Future budget implications.
The City's use of CAP water for recharge is projected to remain relatively constant. Thus, this level of cost savings can be expected every year.

Options & Staff Recommendation

Description of Option A:
Approval of this amended agreement will allow the City to continue to recharge CAP water at a cost savings.

Description of Option B:
The City Council could elect not to approve this amended agreement. In that case, the City of Scottsdale would no longer be able to use incentive priced CAP water for recharge at the Water Campus and other city facilities. Water deliveries for recharge purposes would need to be met using alternative higher cost sources, such as the City's existing CAP subcontract.

Recommended Approach:
Staff recommends that Council authorize execution of the amended agreement. This will allow the continued use of excess CAP water for groundwater recharge purposes at an incentive price.

Responsible Dept(s)

Water Resources Department

STAFF CONTACT(S)

Beth Miller, Water Resources Advisor
emiller@ci.scottsdale.az.us

APPROVED BY

Name 1/06/03 Date
David M. Mansfield, Water Resources General Manager, (480) 312-5681,
dmansfield@ci.scottsdale.az.us

Name 1/7/03 Date
Roger Klingler, Assistant City Manager, (480) 312-5830,
rklingler@ci.scottsdale.az.us

ATTACHMENTS

1. Resolution No. 6226
2. Agreement Number 2003-004-COS

RESOLUTION NO. 6226

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT NO. 2003-004-COS, AN AGREEMENT BETWEEN THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT AND THE CITY OF SCOTTSDALE PROVIDING FOR THE DELIVERY OF INCENTIVE PRICED EXCESS CENTRAL ARIZONA PROJECT WATER.

Whereas, on November 26, 2001, the City Council approved an agreement with the Central Arizona Water Conservation District (CAWCD) providing for low cost "incentive priced" excess Central Arizona Project (CAP) water (Agreement No. 2001-160-COS); and

Whereas, either party can terminate the agreement without penalty by providing notice to the other on or before October 1 of any year that it does not wish to renew the agreement for the following year; and

Whereas, on September 29 of 2002, the CAWCD notified the City of Scottsdale that it intended to terminate the existing agreement and prepare an amended agreement for delivery of incentive priced excess CAP water; and

Whereas, the CAWCD has amended the agreement to remove the price incentive for any CAP water stored underground and recovered by the contractor within the same calendar year; and

Whereas, the proposed amendment does not have a negative impact upon the City of Scottsdale recharge programs; and

Whereas, using CAP water to replenish the groundwater aquifer is an important goal of the City of Scottsdale, and entering into this amended agreement will allow the City continue to purchase water to accomplish that goal.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. Mary Manross is hereby authorized to execute on behalf of the City of Scottsdale Agreement No. 2003-004-COS, an amended agreement between the Central Arizona Water Conservation District and the City of Scottsdale providing for the delivery of incentive priced excess Central Arizona Project water.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 21st day of January, 2003.

CITY OF SCOTTSDALE, a municipal Corporation

By: _____
Mary Manross, Mayor

ATTEST:

_____
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

_____
David A. Pennartz, City Attorney

Agreement No.2003-004-COS

Incentive Recharge Contract

AGREEMENT BETWEEN THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT AND CITY OF SCOTTSDALE PROVIDING FOR THE DELIVERY OF EXCESS CENTRAL ARIZONA PROJECT WATER

This Agreement is made as of the ____ day of _____, 2002, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including but not limited to the Boulder Canyon Project Act of December 21, 1928 (45 Stat. 1057, as amended, the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), as amended, the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), and particularly the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended (the "Basin Project Act"), between the CENTRAL ARIZONA WATER CONSERVATION DISTRICT ("CAWCD"), and CITY OF SCOTTSDALE (the "Contractor"), with its principal place of business in Scottsdale, Arizona.

RECITALS

A. The Basin Project Act provides, among other things, that for the purposes of furnishing irrigation and municipal and industrial ("M&I") water supplies to water deficient areas of Arizona and western New Mexico through direct diversion or exchange of water, control of floods, conservation and development of fish and wildlife resources, enhancement of recreation opportunities, and for other purposes, the Secretary shall construct, operate, and maintain the Central Arizona Project ("CAP").

B. The United States and CAWCD have entered into Contract No. 14-06-W-245, Amendment No. 1, dated December 1, 1988 (the "Repayment Contract"), which is incorporated by reference, providing for the delivery of water and repayment of costs of the CAP.

C. The United States and CAWCD have entered into the Stipulation Regarding a Stay of Litigation, Resolution of Issues During the Stay and for Ultimate Judgment upon the Satisfaction of

Conditions, filed with the United States District Court on May 3, 2000, in Central Arizona Water Conservation District v. United States, No. CIV 95-625-TUC-WDB (EHC), No. CIV 95-1720-PHX-EHC (Consolidated Action) (the "Stipulation"), which modifies the Repayment Contract in certain respects.

D. Paragraph 5(d)(2) of the Stipulation grants CAWCD the exclusive right to sell or use Excess Water.

E. The Contractor is in need of a water supply and desires to contract with CAWCD for Incentive Recharge Water, which is specifically priced Excess Water made available for recharge purposes only.

AGREEMENT

Repayment Contract and Stipulation Controlling

1. The Contractor expressly approves and agrees to all the terms presently set out in the Repayment Contract and Stipulation, or as such terms may be hereafter amended, and agrees to be bound by the actions to be taken and the determinations to be made under those agreements, except as otherwise provided herein. In the event of any inconsistency between this Agreement and the Repayment Contract, the provisions of the Repayment Contract, as modified by the Stipulation, shall be controlling. Definitions included in the Repayment Contract and Stipulation are applicable to this Agreement. The first letters of terms so defined are capitalized herein.

Delivery of Water by CAWCD

2. In so far as Project Water supplies and the delivery capability of the Project will permit, and subject to the provisions of the Repayment Contract and Stipulation, CAWCD will deliver Incentive Recharge Water to the Contractor in an amount, and at a water service charge, to be determined in accordance with the terms of this Agreement. The determination of whether Incentive Recharge Water is available for delivery in any Year, and, if so, the amount of such Incentive Recharge Water that is available for delivery under this Agreement in any Year, is a determination within the exclusive discretion of CAWCD; Provided, however, That delivery of Incentive Recharge Water under this Agreement shall be subject to the prior satisfaction of all water deliveries scheduled pursuant to a long-term contract or subcontract for Project

Water service, as that term is used in the Stipulation.

Term

3. The initial term of this Agreement expires on December 31, 2003. This Agreement will be automatically renewed for successive one-year terms unless either party notifies the other by October 1 of any year that it does not wish to renew the Agreement for the following year or unless sooner terminated in accordance with Article 6 or Article 11.

Conditions Relating to Delivery and Use

4. The delivery and use of water under this Agreement is conditioned on the following, and the Contractor hereby agrees that:

(a) All uses of Project Water and Return Flow shall be consistent with Arizona water law unless such law is inconsistent with the Congressional directives applicable to the Central Arizona Project.

(b) Project Water made available pursuant to this Agreement shall be used within Contractor's service area or place of use for direct or indirect recharge purposes only. The Contractor's service area or place of use is described in Exhibit A, which is incorporated by this reference, and may be amended by the Contractor from time to time.

(c) The system or systems through which Project Water is conveyed after delivery to the Contractor shall consist of pipelines, canals, distribution systems, or other conduits which will prevent excessive conveyance losses.

(d) Project Water furnished pursuant to this Agreement shall be delivered through Project Works for use directly or by exchange as permitted by law.

(e) Project Water furnished to the Contractor pursuant to this Agreement may not be resold or transferred, but the Contractor may enter into an arrangement with a groundwater savings facility allowed under state law to store Project Water.

(f) The Contractor shall not pump, or within its legal authority, permit others to pump groundwater from within the exterior boundaries of the Contractor's service area for use outside of said

service area unless such pumping is permitted under Title 45, Chapter 2, Arizona Revised Statutes, as it may be amended from time to time, and CAWCD and the Contractor shall agree, or shall have previously agreed, that a surplus of groundwater exists and drainage is or was required; Provided, however, That such pumping may be approved by CAWCD, and approval shall not be unreasonably withheld, if such pumping is in accord with the Basin Project Act and upon submittal by the Contractor of a written certification from the Arizona Department of Water Resources or its successor agency that the pumping and transportation of groundwater is in accord with Title 45, Chapter 2, Arizona Revised Statutes, as it may be amended from time to time.

(g) Notwithstanding any other provision of this Agreement, Project Water shall not be delivered to the Contractor unless and until the Contractor has obtained final environmental clearance from CAWCD for the system or systems through which Project Water is to be conveyed after delivery to the Contractor at the Contractor's Project delivery point.

(h) The Contractor may direct that Incentive Recharge Water made available pursuant to this Agreement be delivered to a groundwater savings facility for indirect recharge pursuant to a separate agreement between the Contractor and the operator of the groundwater savings facility; Provided, however, that:

(i) Incentive Recharge Water shall be used by an identified groundwater user on a gallon-for-gallon substitute basis directly in lieu of groundwater as provided in A.R.S. ¶45-812.01.

(ii) The Contractor and the operator of the groundwater savings facility must demonstrate to CAWCD's satisfaction that they have the appropriate permits issued by the Arizona Department of Water Resources.

(iii) Where the operator of the groundwater savings facility is an agricultural entity participating in CAWCD's target pricing program, only Project Water over and above the amount of Project Water taken by the agricultural entity in the immediately preceding year, not including Incentive Recharge Water, may qualify as Incentive Recharge Water.

* * *

(iv) The Contractor shall provide CAWCD a copy of its agreement with the operator of the groundwater savings facility for Incentive Recharge Water.

(i) Only Project Water for which the Contractor receives long-term storage credits from the Arizona Department of Water Resources may qualify as Incentive Recharge Water. In determining the amount of Project Water that qualifies as Incentive Recharge Water in any year, any long-term storage credits earned by storing CAP water that are recovered by the Contractor in that year shall be deducted from the long-term storage credits received by the Contractor in that year.

(j) Upon the expiration of this Agreement, CAWCD will determine whether any Project Water delivered pursuant to this Agreement did not qualify as Incentive Recharge Water for the reasons specified in sections 4(g)(iii) or 4(h) of this Agreement. For any such Project Water not qualifying as Incentive Recharge Water, CAWCD will bill the Contractor for the difference between the water service charge for Incentive Recharge Water and the standard M&I water service charge.

Procedure for Ordering Water

5. (a) On or before the date of execution of this Agreement, or as soon thereafter as is practicable, CAWCD will notify the Contractor of the amount of Incentive Recharge Water available for delivery during the first Year under this Agreement (the initial Year of water delivery). The Contractor shall, within a reasonable period of time as determined by CAWCD, submit a written schedule to CAWCD showing the quantity of Incentive Recharge Water desired by the Contractor during each month of the initial Year of water delivery. CAWCD will review the requested schedule and determine whether Incentive Recharge Water is available for delivery in the initial Year of water delivery, and, if so, the amount of Incentive Recharge Water available for delivery under this Agreement during such Year. Within thirty (30) days of CAWCD's receipt of the Contractor's requested schedule, CAWCD shall determine and furnish to the Contractor the water delivery schedule for the initial Year of water delivery which shall show the amount of Incentive Recharge Water projected to be delivered to the Contractor during each month of such Year, contingent upon the Contractor remaining eligible to receive water under all terms contained herein.

* * *

(b) The amounts, times, and rates of delivery of Incentive Recharge Water to the Contractor during each Year subsequent to the initial Year of water delivery shall be in accordance with a water delivery schedule for that Year. Such schedule shall be determined in the following manner:

(i) On or before July 1 of each Year beginning with July 1 of the initial Year of water delivery, CAWCD shall issue a notice of availability of Incentive Recharge Water to the Contractor.

(ii) On or before October 1 of each Year beginning with October 1 of the initial Year of water delivery, the Contractor shall submit in writing to CAWCD a water delivery schedule indicating the amounts of Incentive Recharge Water desired by the Contractor during each month of the following Year.

(iii) Upon receipt of the schedule, CAWCD shall review it together with all other water delivery schedules, and determine whether Incentive Recharge Water is available for delivery in the following Year, and, if so, the amount of Incentive Recharge Water available for delivery under this Agreement in the following Year.

(iv) On or before November 15 of each Year beginning with November 15 of the initial Year of water delivery, CAWCD shall determine and furnish to the Contractor the water delivery schedule for the following Year which shall show the amount of Incentive Recharge Water to be delivered to the Contractor during each month of that Year, contingent upon the Contractor remaining eligible to receive water under all terms contained herein.

(c) The monthly water delivery schedules may be amended upon the Contractor's written request to CAWCD. Proposed amendments shall be submitted by the Contractor to CAWCD no later than 15 days before the desired change is to become effective, and shall be subject to review and modification in like manner as the schedule. CAWCD shall notify the Contractor of its action on the Contractor's requested schedule modification within 10 days of CAWCD's receipt of such request.

(d) The Contractor shall hold CAWCD, its officers, agents, and employees, harmless on account of damage or claim of damage of any nature whatsoever arising out of or connected with the actions of CAWCD regarding water delivery schedules furnished by or to the Contractor.

Contractor's Project Delivery Point, Measurement
and Responsibility for Distribution of Water

6. (a) Incentive Recharge Water furnished to the Contractor pursuant to this agreement shall be delivered to the Contractor at such point(s) on the Water Supply System as are agreed upon in writing by CAWCD and the Contractor. All such point(s) shall hereinafter be referred to as the "Contractor's Project delivery point."

(b) Unless CAWCD and the Contractor agree by contract to the contrary, the Contractor shall construct and install, at its sole cost and expense, all connection facilities required to convey water furnished to the Contractor pursuant to this Agreement to the Contractor's service area or place of use, as the case may be. The Contractor shall furnish, for written approval by CAWCD, drawings and specifications showing all connection facilities to be constructed or installed within the Water Supply System right-of-way, and shall obtain such approval before commencing construction or installation of such facilities. All facilities constructed, installed, operated or maintained on the Water Supply System right-of-way by or for the Contractor shall be subject to such further agreements and to such restrictions and regulations as to type, location, method of installation, operation, and maintenance as may be prescribed by CAWCD.

(c) The Contractor shall construct, operate, and maintain its connection facilities and appurtenant works in a good and workmanlike manner and in full compliance with the laws of the State of Arizona and with all laws, regulations, and orders of the United States affecting such operations. The failure of the Contractor after due notice to construct, operate, and maintain its connection facilities and appurtenant works in a good and workmanlike manner or to abide by any of the terms and conditions of any applicable laws, regulations, or orders, shall cause this Agreement to be subject to immediate termination at the option of CAWCD. The Contractor shall reimburse CAWCD within thirty (30) days of Contractor's receipt of a statement for the costs of repairing any damage to Project facilities or Project rights-of-way caused by or arising out of the Contractor's activities under this Agreement.

(d) Upon termination of this Agreement, the Contractor shall promptly remove, at its sole cost and expense, all connection facilities constructed or installed on the Water Supply System right-of-way and restore said right-of-way and all Project facilities affected to their condition immediately

prior to the construction or installation of such connection facilities. If the Contractor fails to remove said connection facilities and restore said right-of-way and Project facilities within thirty (30) days after receiving any written notice from CAWCD to do so, CAWCD may remove said connection facilities and restore said right-of-way and Project facilities at the Contractor's cost and expense, and, within thirty (30) days after receiving written demand from CAWCD to do so, the Contractor shall pay CAWCD, as specified in such written demand, for all costs and expenses incurred by CAWCD in removing said connection facilities and restoring said right-of-way and Project facilities.

(e) If the Contractor's Project delivery point is a Project turnout or Project turnouts constructed by the United States, and if the Contractor intends to convey water furnished to the Contractor pursuant to this agreement through connection facilities owned or operated by others, the use by the Contractor of such connection facilities shall be the subject of written agreement(s) between the Contractor and the owner(s) or operator(s) of such connection facilities, and all such agreements shall include such terms and conditions as may be required by CAWCD and shall be subject to the prior, written approval of CAWCD before becoming binding upon the parties thereto.

(f) Unless the Contractor's Project delivery point is a Project turnout or Project turnouts constructed by the United States, all water delivered from the Water Supply System shall be measured with equipment furnished and installed by the Contractor and operated and maintained by the Contractor at the Contractor's sole cost and expense. The results of such measurements shall be reported to CAWCD in such manner and at such time(s) as CAWCD may prescribe. Upon the request of CAWCD, the accuracy of such measurements shall be investigated by the Contractor, and any errors which are determined to have occurred therein shall be adjusted; Provided, however, That in the event the parties cannot agree on the required adjustment, CAWCD's determination shall be conclusive.

(g) If the Contractor's Project delivery point is a Project turnout or Project turnouts constructed by the United States, all water delivered from the Water Supply System shall be measured with equipment furnished and installed by the United States and operated and maintained by CAWCD. Upon the request of the Contractor, or CAWCD, the accuracy of such measurements shall be investigated by

CAWCD and the Contractor, and any errors which are mutually determined to have occurred therein shall be adjusted; Provided, however, That in the event the parties cannot agree on the required adjustment, CAWCD's determination shall be conclusive.

(h) Neither the United States nor CAWCD shall be responsible for the control, carriage, handling, use, disposal, or distribution of water beyond the Contractor's Project delivery point. The Contractor shall hold the United States and CAWCD harmless on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of water beyond the Contractor's Project delivery point.

Interruptions and Reductions

7. In addition to the right of the United States under Subarticle 8.3(a)(iv) of the Repayment Contract to temporarily discontinue or reduce the amount of water to be delivered, CAWCD may discontinue or reduce the quantity of water to be furnished to the Contractor as herein provided for the purposes of investigation, inspection, construction, testing, maintenance, repair, or replacement of any of the Project facilities or any part thereof. CAWCD may also discontinue or reduce the quantity of water to be furnished to the Contractor if there is insufficient Project Water or Project delivery capacity to deliver the Contractor's water order, the water orders of other contractors of Incentive Recharge Water and Excess water service, and all water deliveries scheduled pursuant to a contract with the United States or a subcontract with the United States and CAWCD providing for Project Water service for a period of 50 years or more. So far as feasible, CAWCD shall attempt to coordinate any such discontinuance or reduction with the Contractor and to give the Contractor due notice in advance of such discontinuance or reduction. In case of emergency, no notice need be given. The United States, its officers, agents, and employees, and CAWCD, its officers, agents, and employees, shall not be liable for damages when, for any reason whatsoever, any interruption, discontinuance, or reduction in delivery of water occurs. If any such discontinuance or temporary reduction results in deliveries to the Contractor of less water than what has been paid for in advance, the Contractor shall be entitled to be reimbursed for the appropriate proportion

of such advance payments prior to the date of the Contractor's next payment of water service charges or the Contractor may be given credit toward the next payment of water service charges if the Contractor should so desire.

No Long-Term Commitment to the Delivery of Project Water

8. Nothing in this Agreement shall be construed as an allocation of Project Water to the Contractor, nor shall this Agreement entitle the Contractor to any Project Water other than as provided herein.

Quality of Water

9. CAWCD does not warrant the quality of any Project Water furnished under this Agreement and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of any Project Water. The Contractor waives its right to make a claim against the United States, CAWCD, or any other Project subcontractor or contractor on account of the quality of Project Water or any changes in water quality caused by the commingling of Project Water with other water.

Water Service Charges

10. (a) The Contractor shall pay in advance water service charges established annually by CAWCD. On or before the date of execution of this Agreement, or as soon thereafter as is practicable, CAWCD shall furnish the Contractor with the Contractor's water service charges for the initial Year of water delivery (the "initial Year"). Within a reasonable time of receipt of said charges, but prior to the delivery of water, the Contractor shall advance to CAWCD, in monthly installments payable on or before the first day of each month of the initial Year, as determined by CAWCD, the water service charges due for Incentive Recharge Water scheduled for delivery in the initial Year. For each subsequent Year, CAWCD will establish water service charges, and CAWCD will notify the Contractor of the amount of such charges on or before November 15 preceding each said subsequent Year. The Contractor shall make payments of such charges in monthly installments due on or before the first day of each month of said subsequent Year, as determined by CAWCD, for Incentive Recharge Water scheduled for delivery in said subsequent Year. The Contractor shall pay in advance all water service charges established by CAWCD

for Incentive Recharge Water scheduled for delivery under this Agreement; Provided, however, That the Contractor shall be relieved of the pumping energy portion of the water service charges associated with any Incentive Recharge Water scheduled for delivery that is not delivered to the Contractor.

(b) The payment of all water service charges when due under this Agreement is a condition precedent to delivery of Incentive Recharge Water.

(c) The obligation of the Contractor to pay CAWCD as provided in this Agreement is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligations to the Contractor.

Termination of Contract

11. If the Contractor remains in arrears in the payment of any charges due CAWCD for a period of 60 days or more, CAWCD may terminate this Agreement, which termination shall be effective 30 days after mailing written notice of termination to the Contractor. The Contractor shall remain obligated to pay all charges required to be paid under this Agreement during the time period until and including the date of termination. The Contractor's obligation to pay any amounts due but unpaid as of the date of termination shall survive termination of this Agreement. CAWCD's right to terminate this Agreement as provided in this Article 11 shall be in addition to the other rights of CAWCD under this Agreement and to all other rights provided by law.

Charges for Delinquent Payments

12. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. The Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by Section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty and administrative charges, second, to the accrued interest, and third to the overdue payment.

Rules, Regulations and Determinations

13. (a) The parties agree that the delivery of water or the use of Federal facilities pursuant to this Agreement is subject to Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Reclamation law.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Agreement that are consistent with the expressed and implied provisions of this Agreement, the laws of the United States and the State of Arizona, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with CAWCD and the Contractor.

Compliance with Environmental Laws

14. The Contractor, in carrying out this Agreement, shall comply with all applicable environmental laws and regulations of the United States and the State of Arizona and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

Equal Opportunity

15. During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said amended Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Compliance With Civil Rights Laws and Regulations

16. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this agreement, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

Books, Records, and Reports

17. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Agreement, including: the Contractor's financial transactions, water supply data, project operation, maintenance and replacement logs, and Project land and right-of-way use agreements; the water users' land-use (crop census), land ownership, land-leasing and water-use data; and other matters that CAWCD may require. Reports thereon shall be furnished to CAWCD in such form and on such date or dates as CAWCD may require. Subject to applicable Federal

laws and regulations, each party to this Agreement shall have the right during office hours to examine and make copies of each other party's books and records relating to matters covered by this Agreement.

Notices

18. Any notice, demand, or request authorized or required by this Agreement shall be deemed to have been given, on behalf of CAWCD, when mailed, postage prepaid, or delivered to Mr. Rick Gregoire, Water Resources Analyst, City of Scottsdale, 9312 N. 94th Street, Scottsdale, Arizona 85258, and on behalf of the Contractor when mailed, postage prepaid, or delivered to the General Manager, Central Arizona Water Conservation District, 23636 North 7th Street, Phoenix, Arizona 85024. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

Assignment Limited--Successors and Assigns Obligated

19. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Agreement or any right or interest therein shall be valid until approved in writing by CAWCD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement No. _____ effective the day and year first above-written.

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

Attest: _____
Secretary

By: _____
President

CITY OF SCOTTSDALE

Attest: _____

By: _____

Title: _____

Title: _____

Approved as to form:

_____

wpdocs\Incentive\Scottsdale
221.01

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 12 GOAL: Transportation

SUBJECT

Construction Bid Award for Traffic Calming and Pedestrian Bridge

REQUEST

Authorize Construction Bid Award No. 03PB003, Traffic Calming and Pedestrian Bridge, to the lowest responsive bidder identified at a public bid opening conducted on January 14, 2003 at 3:00PM (See attachment No. 4).

The purpose of this action is to award a contract to construct landscaped traffic calming devices at three Scottsdale neighborhood locations: Tonalea neighborhood (Oak Street to McDowell Road/ 66th Place to Scottsdale Road), E. Cholla Street (N. 64th Street to Scottsdale Road), and E. Chaparral Road (between Scottsdale Road and Hayden Road). This contract also includes a new pedestrian bridge crossing over the Crosscut Canal at the Oak Street alignment.

Related Policies, References:

- Development Review Board in August 2002 (Case No. 40-DR-2002)
- Neighborhood Traffic Management Plan – Scottsdale Transportation Department
- Engineering Services Contract No. 2001-131-COS (9/24/01)
- Preliminary Art Concept Approval by PACC (3/12/02)

BACKGROUND

These projects were initiated from neighborhood requests to help control vehicular speed, reduce cut-through traffic and mitigate safety concerns. These locations are especially sensitive due to the high concentration of school children and elderly residents. Neighborhood traffic calming committees worked with Transportation staff in developing and tailoring site-specific traffic management plans. Items to be constructed include landscaped traffic calming devices, missing sidewalk sections, a new ADA compliant, artist enhanced, pedestrian bridge at the Oak Street/ Cross Cut Canal pedestrian crossing and to a lesser degree, missing curb and gutter sections. The traffic control measures feature a variety of landscaped devices selectively placed on key roadway locations. The devices have been designed to control vehicular speed without compromising local and emergency access.

Residents participated in public outreach meetings and petitions. The neighborhood involvement process included ten public meetings and neighborhood petitions. A consistent concern was that of vehicular speeding, and the desire to preserve neighborhood identity and character. In the case of the Tonalea neighborhood, the petition included a map and description of the proposed traffic management plan. 214 residents voiced their support by signing the petition. Public artist Carolyn Law was subsequently hired to work with the design engineer

to bring her thoughts on how to enhance the neighborhood traffic calming and beautification effect. In the case of the Cholla neighborhood, 150 residents voiced their support by signing the petition, which is over 65% of the affected area.

ANALYSIS & ASSESSMENT

Recent staff action.
On September 24, 2001, the City Council awarded Engineering Services Contract No. 2001-131-COS to Entranco. Since that time, staff has worked with the engineer and the community to develop a functional design acceptable to the community. The design process included public meetings, neighborhood surveys, and design reviews of the contract documents at conceptual, 30%, 60% and 90% completion. The contact documents were bid in accordance with the City's procurement code.

Sealed bids were received on January 14, 2003 at 3:00 p.m.. The results of the bid opening and the identification of the lowest, responsive bidder are detailed in Attachment No. 4.

The Purchasing Director confirms that the procurement procedures provided by the City Code have been followed and the CIP Coordinator concurs that there are sufficient funds available to award this contract.

Significant issues to be addressed. The contract will be executed in two phases. The first phase will construct the traffic calming devices at the three locations over a 90-day construction period. The second phase will construct the art enhanced pedestrian bridge in the Tonalea neighborhood. The overall contract duration is 180 days. During this period, there will be some minor traffic restrictions at spot locations. The contractor will be required to maintain traffic flow in both directions throughout construction. Access will be maintained to all resident's homes. Construction will be restricted in the area around the Tonalea Elementary School and Cocopah Middle School during the hours of 8:00 AM- 9:00 AM and 2:15 PM to 3:30 PM.

These projects will improve public safety by controlling vehicular speeding. In addition, the landscape and artist enhancements will contribute to neighborhood identity and beautification.

Community involvement. The neighborhood involvement process included ten public meetings and neighborhood petitions. A consistent concern was that of vehicular speeding, and the desire to preserve neighborhood character and identity. The petitions included a map and description of the traffic management plan. In the case of the Tonalea neighborhood, 214 residents voiced their support by signing the petition. In the case of the Cholla neighborhood, 150 residents voiced their support by signing the petition, which is over 65% of the affected area. In general, the neighborhoods support construction of these improvements as soon as possible. During construction, residents will be kept informed through a variety of means including flyers, project reports, and locally posted construction status signs.

RESOURCE IMPACTS

Available funding. Funding for this contract is available in the following CIP accounts:

Neighborhood Traffic Reduction Program – Phase 1:	410-T8140-54220
Bike Path Improvements:	400-P0704-54220
Sidewalk Improvements:	410-T6103-54220

The CIP Coordinator concurs that budget is available to award this contract.

Staffing, workload impact. Existing Capital Project Management staff resources are available to provide contract administration, construction management and inspection services for this project.

Maintenance requirements. During the first year, the construction contractor would perform landscape maintenance under warranty. After the warranty period expires, maintenance would be budgeted and performed using existing contracts.

Future budget implications. Maintenance costs are estimated at less than $300 per year using the City's existing maintenance contracts.

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Approve the Request
Staff believes authorizing the award of this construction contract addresses the safety concerns of many residents by improving citizen safety, enhancing neighborhood and street appearance, and further building the City's sidewalk and multiuse path infrastructure.

Description of Option B: Do not authorize the award of this contract
By choosing not to authorize the award of this contract, the City would avoid the cost of construction and future maintenance. However, electing not to award this contract would greatly disappointment many residents who have worked with the city to develop solutions for their neighborhood safety concerns. These locations are especially sensitive due to the high concentration of school children and elderly residents.

Recommended Approach: Staff recommends Option A because it supports Council goals A, B, and C:

Council Goal A. Enhance and protect a diverse, family-oriented community where neighborhoods are safe, protected from adverse impacts, and well maintained.

Council Goal B: Preserve the character and environment of Scottsdale.

Council Goal C: Provide for the safe, efficient and affordable movement of people and goods.

Proposed Next Steps: If the City Council authorizes the award of this contract, the final contract documents will be signed and construction will start in February and finish by May 2003.

RESPONSIBLE DEPT(S)

Transportation and Capital Project Management

STAFF CONTACTS

Brad Wisler, Project Manager, 480.312.7626, bwisler@ci.scottsdale.az.us

APPROVED BY

Name: Roger Klingler, Assistant City Manager — Date: 1/8/03

Name: John Little, Transportation General Manager — Date: 1-7-03

Al Dreska 1/7/03

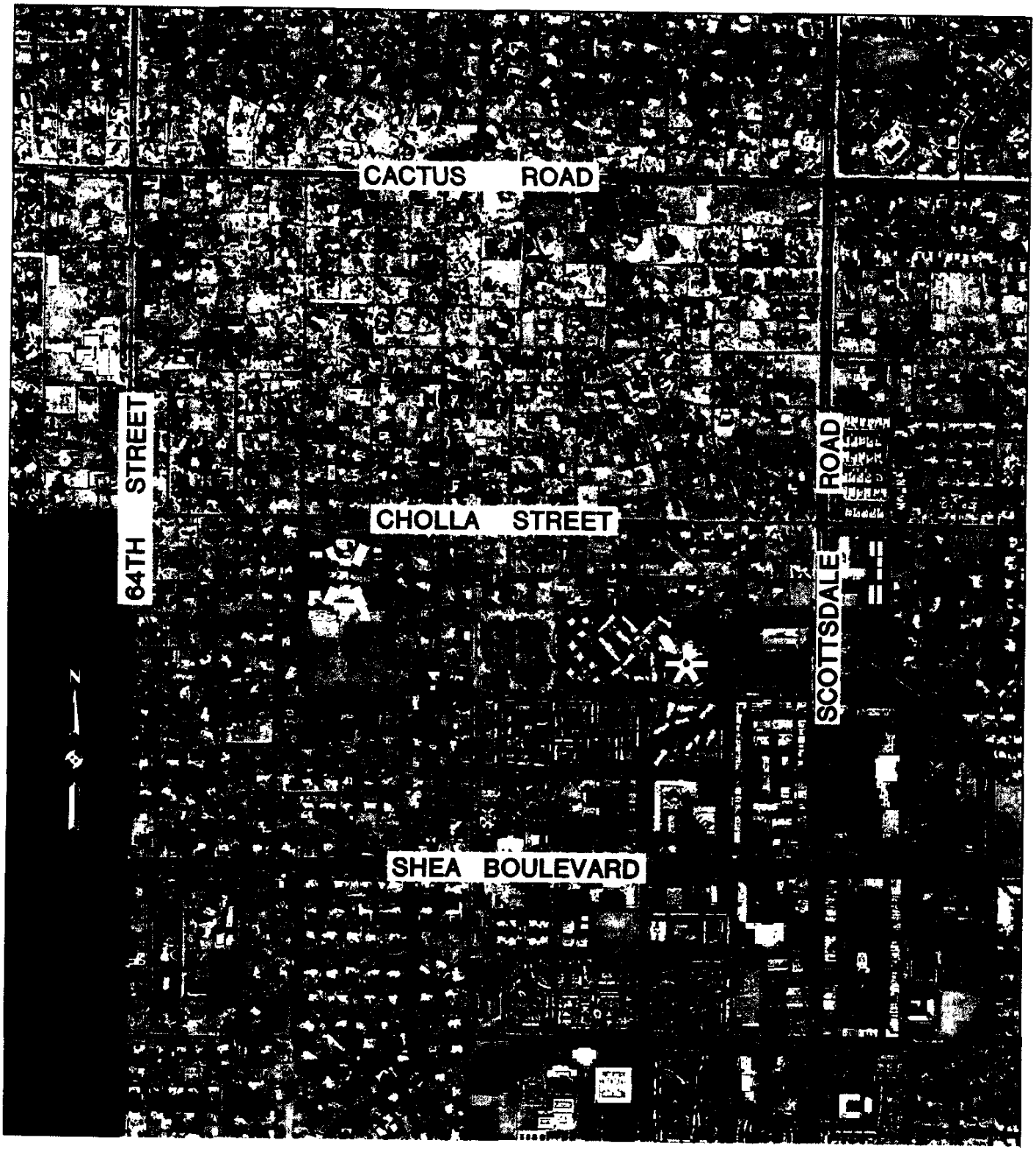
Name Date

Al Dreska, General Manager, Municipal Services

ATTACHMENTS

1. Location Map – Tonalea
2. Location Map - Cholla
3. Location Map - Chaparral
4. Schedule of Bids Received and Identification of Lowest Bidder

ATTACHMENT 1 - PROJECT LOCATION MAP
TONALEA NEIGHBORHOOD



ATTACHMENT 2 - PROJECT LOCATION MAP
CHOLLA STREET - 64TH ST TO SCOTTSDALE RD

ATTACHMENT 3 - PROJECT LOCATION MAP
CHAPARRAL ROAD - SCOTTSDALE RD TO HAYDEN RD

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 13 GOAL: Transportation

SUBJECT

Authorize the acquisition of real property at 7234 and 7240 East Second Street.

REQUEST

Adopt Resolution No. 6224 authorizing the acquisition of real property at 7234 and 7240 East Second Street from the Noriega Family in the amount of $235,000.00. Properties will be used to enlarge an existing surface parking lot.

Related Policies, References: At the October 28, 2002 Council study session, staff presented a progress update on the Downtown Scottsdale Master Parking Plan. The update included a recommendation that three sites, including the Noriega properties, in the Old Town district be further evaluated for the addition of parking facilities. Ownership of the Noriega property, which includes two vacant homes, will provide 35 additional parking spaces in the Old Town District.

BACKGROUND

In 1993 Council authorized staff to proceed with negotiations to purchase the Noriega property and properties to the east and west of the Noriega property. The City subsequently purchased the properties to the east and west. The east property was used to expand the existing parking lot on Brown and First Street. The west property was used to provide space for the existing livery stable. The area is shown on Attachment No. 2. The City suspended negotiations with the Noriegas at the request of the family until such time as Mr. Noriega no longer occupied the residence. In 1998, City staff pursued negotiations with the Noriega family representative, but was unsuccessful in reaching agreement on price. Recently, with the concurrence of the new court appointed family representative, staff has reached a mutually acceptable purchase price equal to the appraised value, subject to City Council approval. The family representative has requested that the purchase be consummated without delay.

The city's existing surface parking lot on Brown and First Street currently contains 88 parking stalls and is occupied at or near capacity during daytime peak hours most days of the high season. The addition of 11,070 sq. ft. (the two Noriega properties) will increase the existing parking lot size by approximately 25 percent, and will increase the existing parking supply by 40 percent (35 new parking stalls). Acquiring these two properties will also give the City one contiguous piece of property that will accommodate a more efficient parking configuration, and better ingress/egress to the site.

Action Taken _____

A recent study indicates the Old Town District has an existing need for 147 additional parking spaces. This acquisition would reduce the need to 112 spaces. In addition, staff will be working in 2003 with the Old Town Merchants Association to identify the appropriate site for additional parking through construction of a parking structure.

ANALYSIS & ASSESSMENT

Recent staff action.
The Appraiser, Jan Sell and Associates appraised the property at $235,000.00 ($21.23 per s.f.) on August 2, 2002. On August 13, 2002, the Review Appraiser, Dennis Lopez and Associates, concurred with the primary appraiser's conclusions. Copies of the appraisal and review appraisal are on file in the City Clerk's Office. A formal offer in the amount of $235,000.00 was been made to Yolanda Vera, the Trustee of the Noriega Family Trust, on November 14, 2002, contingent upon City Council approval. A letter of acceptance from the Noriega Family Successor Trustee was received (see Attachment No. 3).

Community involvement.
The Historic Preservation Commission discussed and toured these two properties approximately two years ago. The Commission concluded that due to the significant exterior modifications and alterations that have occurred to the structures over the years and to their surroundings (the neighborhood the properties were located in has largely transitioned to other uses), any significance each structure may have originally possessed has been seriously compromised. Preservation staff provided an update to the Commission on August 22, 2002 on proposed city actions to acquire the two Noriega properties for parking and allow the existing houses to be moved or demolished. Yolanda Vera (Noriega family Estate Trustee) introduced herself to the Commission. No questions or discussion ensued regarding the potential demolition of the houses. (See attached Commission meeting minutes). Preservation staff will report back to the Commission at their next meeting regarding any action Council takes related to acquiring the properties.

The importance of recognizing the Noriega family heritage has been discussed with the family. Harvey Noriega is thought to be the inspiration behind the city seal depicting a bucking bronco. As a result of the City's discussions with the family, city staff is pursuing the initial placement of a plaque and a tree to commemorate the location of the residences, and a long-term symbolic form of recognition to express the contributions of Harvey Noriega and the Hispanic community to Scottsdale.

While retention of the homes on this property is a possible way to provide recognition, as described above, this is not recommended. While neither of the homes is considered historic, one of the homes is in better condition and could be moved. Therefore, the staff would provide opportunities for relocation and will allow for adequate time (6 months) if there is interest by a group or an individual to fund the relocation. Waiting six months to either move or demolish the house will still allow the additional parking to be in place prior to next November.

RESOURCE IMPACTS

Available funding.
Adoption of Resolution No. 6224 will result in an expenditure of $235,000.00 plus

(Continued)

closing costs of approximately $2,500 from CIP Account No. 402-D8734-54020. There is sufficient funding available in this account.

OPTIONS & STAFF RECOMMENDATION

Option A
Adopt Resolution 6224, which will allow the City to acquire the property for the appraised value from a willing seller, which can be used to provide needed parking to enhance existing retail and provide new opportunities in the downtown.

Option B
Do not purchase the Noriega property and pursue other options for future parking sites in the downtown.

Recommendation
Adopt Resolution No. 6224 and acquire the Noriega property.

Proposed Next Steps:
The home at 7240 E. Second Street is not in a condition to be saved and it will be demolished upon completion of the purchase. The second home at 7234 E. Second Street would be retained on site for up to 6 months to allow private parties an opportunity to move and restore the house.

RESPONSIBLE DEPT(S)

Transportation and Municipal Services (Capital Project Management)

STAFF CONTACTS

Madeline Clemann, Parking Program Manager
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Jean Morris, Right of Way Agent
jmorris@ci.scottsdale.az.us (480) 312-7853
Ron King, Asset Management Coordinator
rking@ci.scottsdale.az.us (480) 312-7042

APPROVED BY

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Ed Gawf — Date 1/8/03
Deputy City Manager
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(Continued)

ATTACHMENTS

1. Resolution No. 6224
2. Aerial
3. Acceptance of Offer by Successor Trustee
4. City Council Resolution No. 3787
5. Historic Preservation Committee minutes

(Continued)

RESOLUTION NO. 6224

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING ACQUISITION OF FEE TITLE IN CERTAIN REAL PROPERTY, AT 7234 AND 7240 EAST SECOND STREET, SPECIFICALLY MARICOPA COUNTY ASSESSOR PARCELS 130-23-202 AND 130-23-203, IN THE AMOUNT OF $235,000.00 AND ALL RELATED FEES AND COSTS ASSOCIATED THEREWITH.

Whereas the City of Scottsdale desires to acquire certain real property at 7234 and 7240 East Second Street (Maricopa County Assessor Parcels 130-23-202 and 130-23-203) as described in Exhibit "A" attached hereto, (the "Real Property") for City use.

BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

SECTION 1. That the duly authorized disbursing agents of the City of Scottsdale are hereby authorized and directed to pay two hundred thirty-five thousand dollars and no cents ($235,000.00) together with such additional sums as may be necessary for fees and costs, including, but not limited to, closing costs and title insurance costs, to complete the transaction to acquire the above described Real Property in fee title.

SECTION 2. That the Mayor is hereby authorized to execute, on behalf of the City of Scottsdale, all documents necessary to complete this transaction.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ~~6th~~ 21st day of January, 2003.

CITY OF SCOTTSDALE,
An Arizona municipal corporation

By: _____
Mary Manross, Mayor

ATTEST:

_____
Sonia Robertson, City Clerk

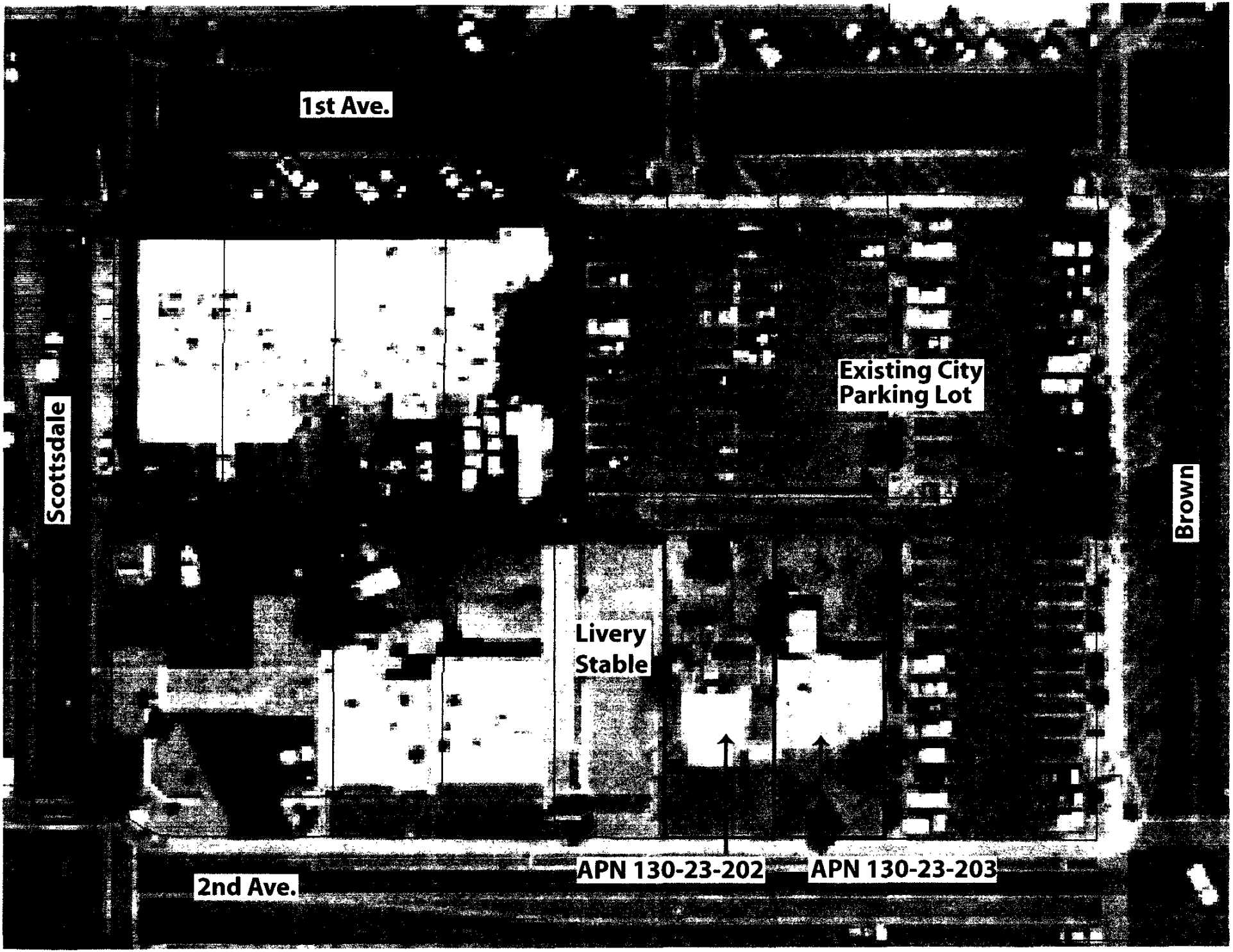
APPROVED AS TO FORM:

_____
David A. Pennartz, City Attorney

EXHIBIT A
RESOLUTION 6224

Lots 15 and 16, Block 12, SCOTTSDALE,

According to Book 6 of Maps, Page 27, Records of Maricopa County Arizona


1st Ave.
Scottsdale
Existing City
Parking Lot
Brown
Livery
Stable
APN 130-23-202
APN 130-23-203
2nd Ave.

December 17, 2002

Ms. Jean Morris
Right of Way Agent

Ms. Madeline Clemann
Parking Program Manager
City of Scottsdale
Capital Project Management
7447 E. Indian School Rd., Suite 205
Scottsdale, AZ 85251

Re: Project 8734 Downtown Parking
7234 and 7240 E. Second Street
Scottsdale, Arizona

Dear Madams:

We have received your proposal to purchase the above referenced properties for the use of additional parking for downtown Scottsdale. We have also received the referenced property appraisal conducted by Mr. Jan Sell.

After discussing the proposal with family members, it has been decided to proceed with the sale of the property and we would like to conclude this as soon as possible. We also understand that the City Council needs to approve the final purchase of the site.

We hereby accept the proposed purchase of the Noriega property for the price of $235,000 subject to the approval of the purchase document and the final determination of the commemoration of the contribution of the Noriega family to the heritage of Scottsdale.

We look forward to a successful conclusion of this purchase.

Sincerely,

Yolanda Vera

Yolanda Vera, Trustee
Noriega Family Trust

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

06/07/2002

CLERK OF THE COURT
FORM P000

COMMISSIONER EDWARD W. BASSETT

R. Thompson
Deputy

PB 2001-003590

IN THE MATTER OF
NORIEGA FAMILY TRUST

FILED: _____

JOHN C LEMASTER
PHILIP C TOWER
JAMES P VILLA
13255 N WILLIAMSON VALLEY RD
PRESCOTT AZ 86305-0000

MINUTE ENTRY

The Court has read and reviewed the Motion for Appointment of Successor Trustee. Based upon the contents of the motion,

IT IS ORDERED appointing Yolanda Vera as successor trustee, as set forth in the formal written order signed by the Court on May 31, 2002 and filed this date.

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest: December 13 20 02

MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By P Miller Deputy

RESOLUTION NO. 3787

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THAT FEE TITLE POSSESSION OF CERTAIN REAL PROPERTY BE ACQUIRED BY THE CITY OF SCOTTSDALE BY DEDICATION, DONATION, PURCHASE, EXCHANGE, OR UNDER THE POWER OF EMINENT DOMAIN AS A MATTER OF PUBLIC NECESSITY.

BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

SECTION 1. That it is deemed necessary and essential as a matter of public welfare that certain real property hereinafter described be acquired by City of Scottsdale.

SECTION 2. That the duly authorized disbursing agents of the City of Scottsdale be, and they are hereby authorized and directed to pay all sums necessary to acquire Fee Title possession of that certain real property described in Exhibit "A" attached hereto and made a part hereof by reference, as well as title reports, appraisals, title insurance, escrow fees, relocation expenses and all closing costs necessary for the acquisition of said parcel of real property.

SECTION 3. That the acquisition of possession and Fee Title of the above described property, is hereby authorized by Eminent Domain in the event that voluntary exchange or purchase does not occur.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 19th day of April, 1993.

Herbert R. Drinkwater, Mayor

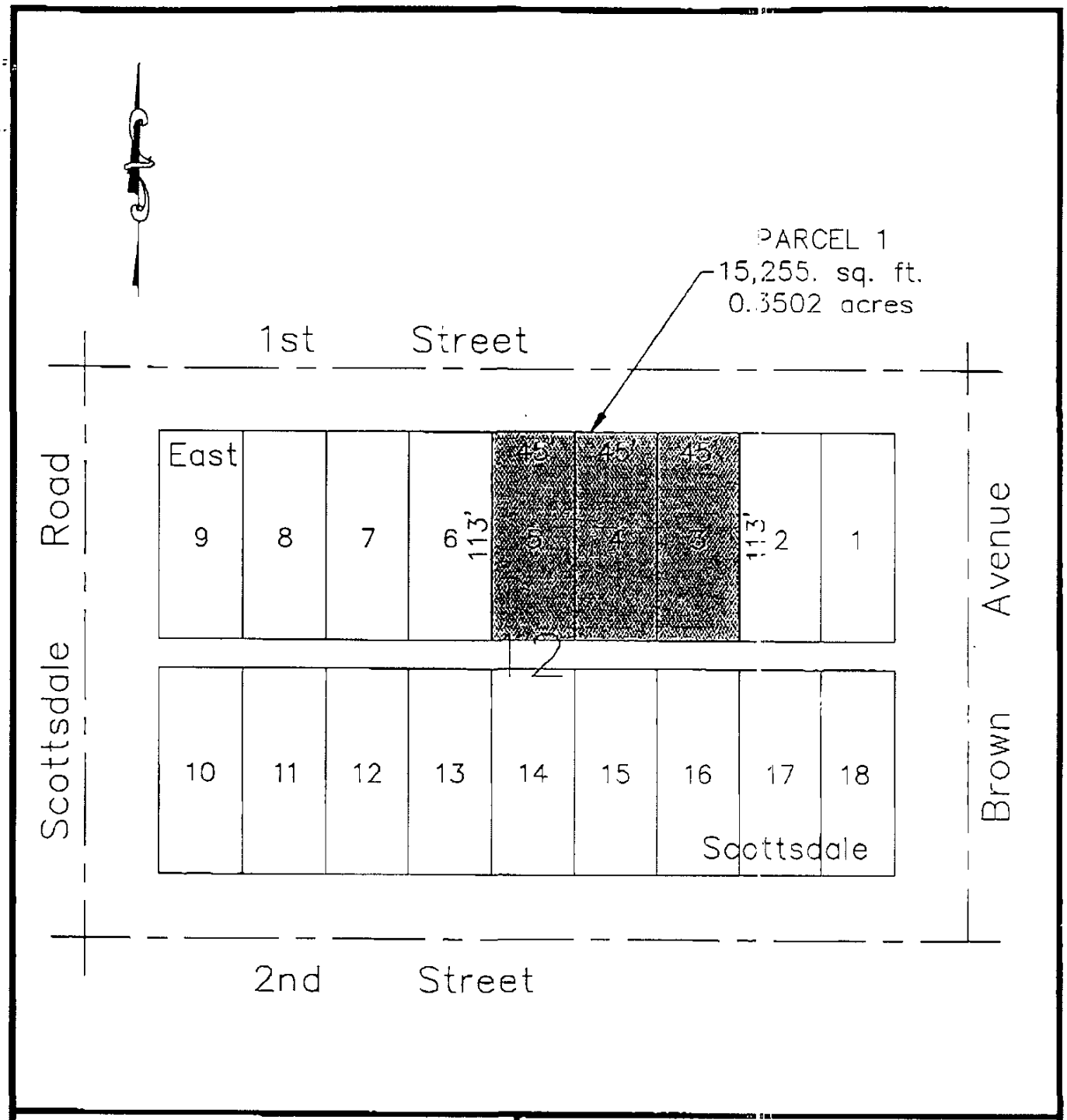
ATTEST:
Sonia Robertson, City Clerk

By: Sonia Robertson

APPROVED AS TO FORM:

Richard W. Garnett III, City Attorney

Attachment No. 2

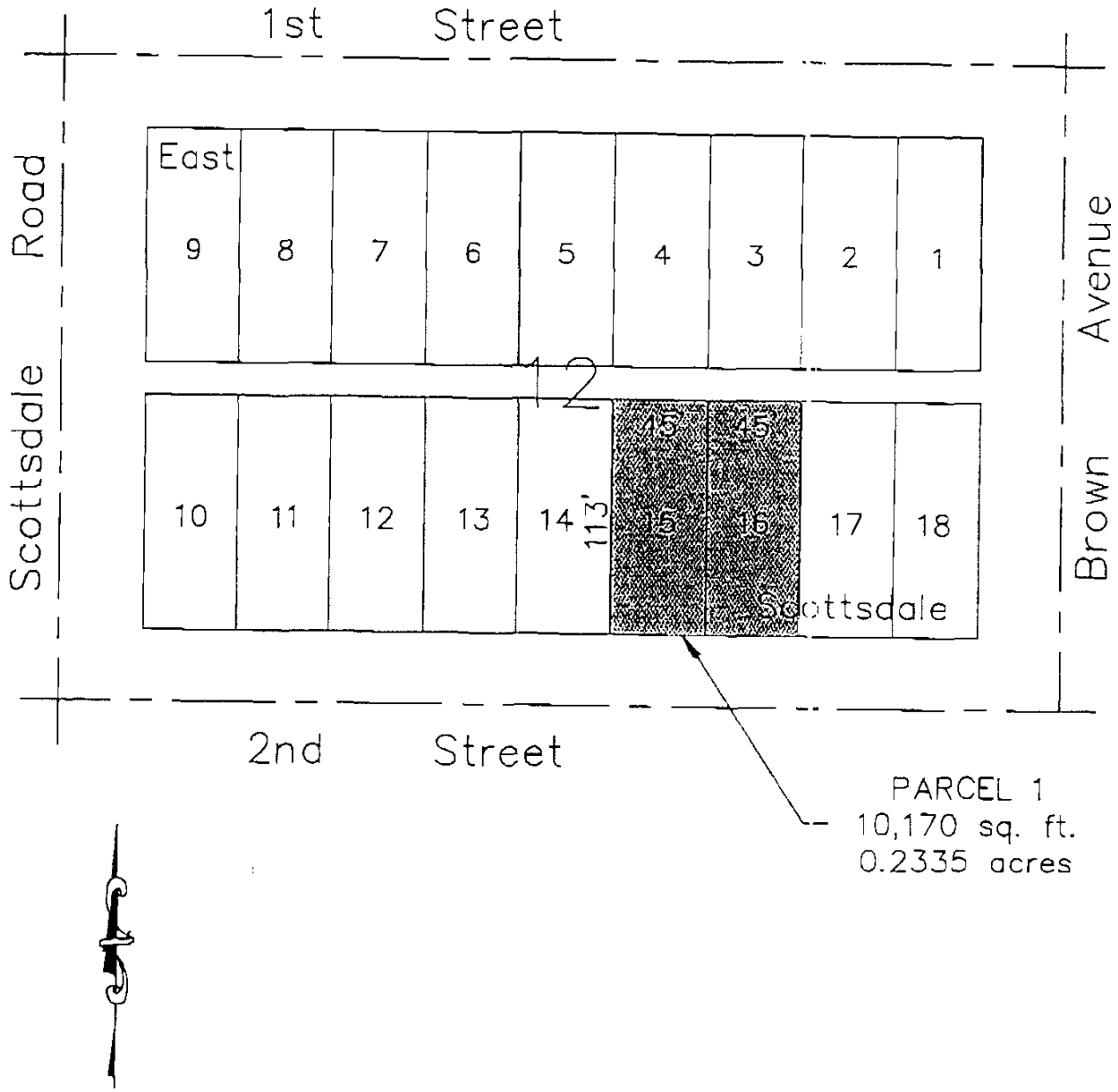


ACQUISITIONS	PROJECT		
Total Take	Downtown Parking Lot		
Temp Constr Easement	PROJECT NO. D 3707		
Drainage Easement	TAX PARCEL# 130-23-190,191 & 192		
Public Utility Easement	OWNER American Legion Scottsdale Post 44 Lodge		
Other	BY: DRM	DATE 3/26/93	SHT OF

2nd St/Brown Parking Lot
Project D3707
R/W Description
Parcel 130-23-190-2

LEGAL DESCRIPTION

The legal description consists of Lots 3,4, and 5, Block 12, of EAST SCOTTSDALE, which is in Maricopa County, Arizona, GSR&M. Said parcels contains approximately 15,255 s.f. or .3502 acres.

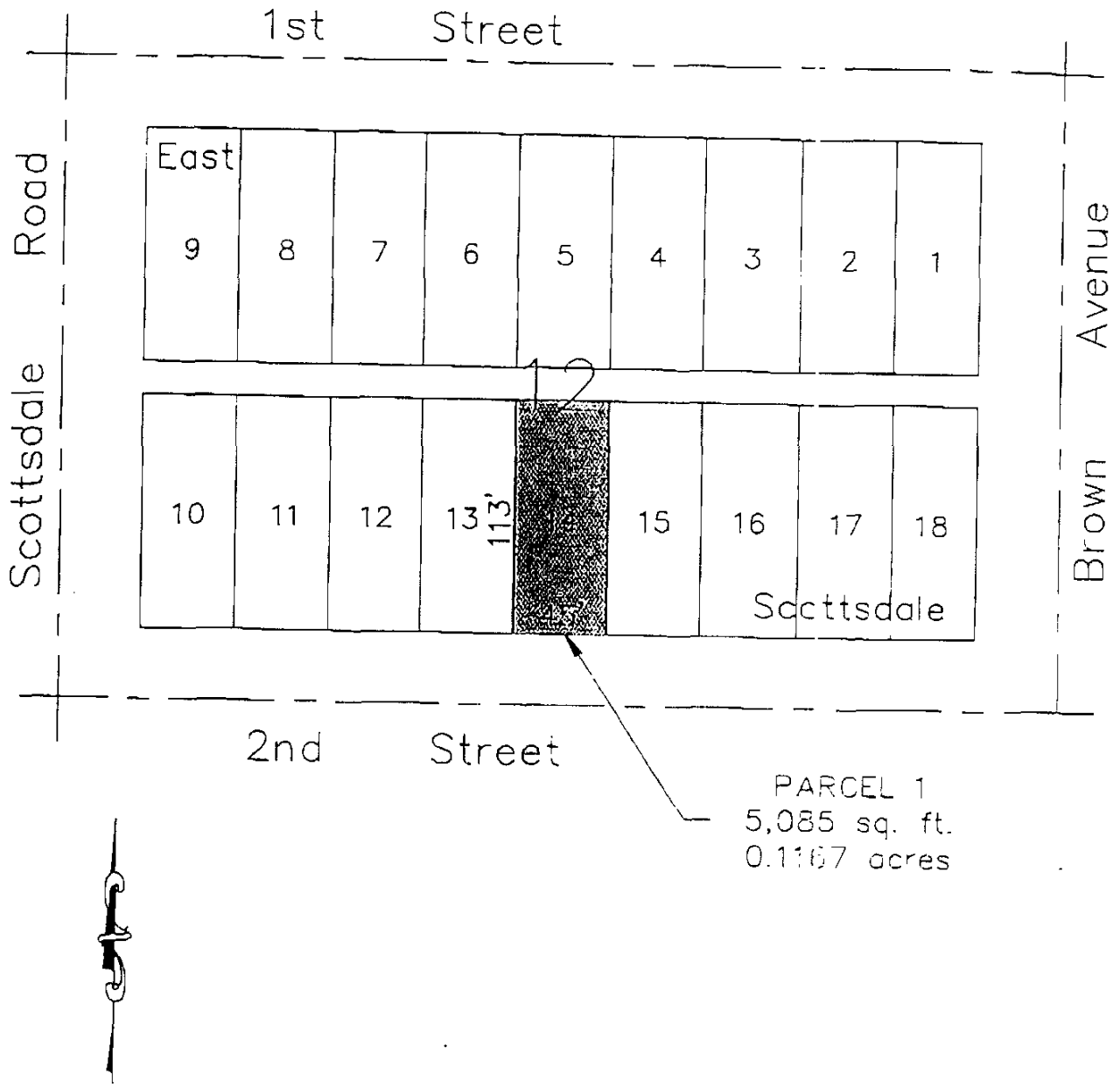


ACQUISITIONS	PROJECT		
Total Take	Downtown Parking Lot		
Temp Constr Easement	PROJECT NO. 3707		
Drainage Easement	TAX PARCEL# 130-23-202 & 203		
Public Utility Easement	OWNER Lupe V. & Gerbacio Noriega		
Other	BY: DRM	DATE 3/26/93	SHT OF

2nd St/Brown Parking Lot
Project D3707
R/W Description
Parcel 130-23-202,203

LEGAL DESCRIPTION

The legal description consists of Lots 15 and 16, Block 12, of EAST SCOTTSDALE, which is in Maricopa County, Arizona, GSR&M. Said parcels contains approximately 10,170 s.f. or .2335 acres.



ACQUISITIONS	PROJECT		
Total Take	Downtown Parking Lot		
Temp Constr Easement	PROJECT NO.	3707	
Drainage Easement	TAX PARCEL#	130-23-201	
Public Utility Easement	OWNER	Milferd E. Northrop	
Other	BY: DRM	DATE 3/26/93	SHT OF

2nd St/Brown Parking Lot
Project D3707
R/W Description
Parcel 130-23-201

LEGAL DESCRIPTION

The legal description consists of Lot 14, Block 12, of EAST SCOTTSDALE, which is in Maricopa County, Arizona, GSR&M. Said parcels contains approximately 5,085 s.f. or .1167 acres.

APPROVED

MINUTES

HISTORIC PRESERVATION COMMISSION
7447 E. INDIAN SCHOOL ROAD
FIRST FLOOR COMMUNITY DEVELOPMENT CONFERENCE ROOM
AUGUST 22, 2002
5:00 P.M.

CALL TO ORDER

The meeting was called to order at 5:00 P.M.

ATTENDANCE

Present: Cathy Johnson, Chairperson
B.J. Gonzales
Doug Sydnor
Janet Wilson

Absent: Tom Lennon
Patricia Myers

Staff: Bob Caferella
Don Meserve
Debbie Abele

Visitors: Ken Allen, Jean Morris, Sam West, Yolanda Vera, and Daniel Vera

INTRODUCTIONS AND ROLL CALL

A formal roll call confirmed members present as stated above. Chairperson Johnson reported Darlene Petersen has resigned from the Commission effective August 13th due to new family responsibilities. She further reported Tom Lennon is not here because he recently had heart surgery and is still recuperating. She commented Patricia Myers is out-of-town.

MINUTES

Chairperson Johnson stated that the minutes of June 13, 2002 stood approved as presented.

DRAFT DESIGN GUIDELINES FOR HOTEL VALLEY HO HISTORIC PRESERVATION PLAN

Ms. Abele remarked after a property has been designated and placed on the Historic Register it is important to establish Design Guidelines. The required Historic Preservation Plan includes the character defining features of the buildings and Design Guidelines. City Council approved the Historic Property (HP) zoning for the Hotel Valley Ho on July 1st and placed the property on the Scottsdale Historic Register. She immediately began working on the design guidelines. She noted the hotel was recently purchased by Westroc and is undergoing major rehabilitation. She further noted Ken Allen, Allen + Philp Architects, is here representing the new owner.

Ms. Abele stated the Commission should have received the draft Design Guidelines in advance of the meeting and had a chance to review them. Ms. Abele gave a brief presentation using the draft text and photos on the character defining features.

Commissioner Sydnor stated under Building Design, the second bullet that reads: "1956 building has parabolic plan with a rectilinear projecting wing. Other buildings are rectangular." He would suggest they use a word that everyone would understand instead of the term parabolic.

Commissioner Sydnor stated under Building Design, the seventh bullet that reads: "Prominent Entry Features". He would suggest it states drive through canopy or covering or vertical shaft up above.

Commissioner Sydnor stated under Building Materials, last bullet point that reads: " Precast concrete with ornamental motifs used for structural support and building features throughout the complex". He suggested they replace the word *for* with *on.*

Ms. Abele presented a brief overview on the Design Guidelines for historic building rehabilitation and additions. She remarked they have the original drawings available for this building. She further remarked they would like to be able to retain the historic signage.

Commissioner Sydnor stated he would suggest adding to this list for the tower, "Restoring original textures and materials where possible." Commissioner Sydnor stated he would add courtyards and open space to No. 9.

Commissioner Sydnor inquired if the original drawings document a future expansion on this building over the elevator shaft. Mr. Allen stated they had made all of the preparation for an addition to the one-story section but there was not a design for it in the Ed Varney plans.

Commissioner Sydnor stated with regard to No. 17 that reads: "Where new construction abuts an existing historic building, a clear definition of the transition between old and new should be established and maintained". He would suggest that wherever possible the new should be different from the historic building that the new construction should not abut the historic when it is feasible.

Commissioner Sydnor inquired if the original entry feature would be moved and remarked that this question goes beyond the Commission's scope. Mr. Allen stated it would stay where it is and they would be celebrating the entry more than it is currently.

Commissioner Sydnor stated there was an article in the newspaper regarding a garage sale at the Hotel Valley Ho. He inquired if any of the original interior furnishings are being retained as part of the future of this property. Mr. Allen replied none of the furnishings that were sold were original because none of the original furnishings were left. He stated they have some of the old drawings and their intent is to not turn it into something that it is not but to celebrate what it was.

Chairperson Johnson inquired if they photographed everything before they took out the furnishings. Mr. Allen replied he did not know if they photographed it. He stated a lot was changed and moved prior to the purchase of the property by the current owner.

Ms. Abele reported there were two periods of dramatic change to the building according to the permit records. She further reported the work that was done throughout the building was inferior to what was originally there.

Chairperson Johnson stated on item No. 3 the word *infeasible* should be changed to *not feasible*.

Chairperson Johnson inquired on item No. 6 if they would need to define what they mean by screened. Ms. Abele stated there are other bodies in the City that would look at the screening requirements for mechanical equipment.

Chairperson Johnson stated regarding item No. 8, would the City allow an exception to the sign ordinance because this is a historic sign. Ms. Abele replied if it is in the design guidelines an exception would be allowed.

Chairperson Johnson inquired regarding item No. 9 if they could include swimming pools and landscape. She further stated they might want to add something like encourage preservation of features that exist. Ms. Abele reported the pool is the only original feature. Mr. Allen remarked they are keeping the pool as it is but would be upgrading the shade structures etc. Chairperson Johnson inquired if they would be keeping the palm trees. Mr. Allen replied in the affirmative.

Chairperson Johnson stated regarding the use of the word parabolic she would suggest they come up with a better word. Mr. Meserve commented the word parabolic means curves. Ms. Abele suggested they change parabolic to curved plan.

COMMISSIONER SYDNOR MOVED TO ACCEPT THE DESIGN GUIDELINES WITH ALL OF THE SUGGESTED CHANGES. SECONDED BY COMMISSIONER WILSON AND PASSED UNANIMOUSLY (4-0).

APPOINT MEMBERS TO WORKING GROUP OF HISTORIC PRESERVATION COMMISSION AND DEVELOPMENT REVIEW BOARD MEMBERS TO STUDY REHABILITATION PLANS FOR HOTEL VALLEY HO.

Ms. Abele stated the ordinance for properties designated on the Scottsdale Historic Register indicates that a determination will be made on how a project should be reviewed in terms of responsibility of the Development Review Board for any new project proposed for a Historic Property (HP) zoned property. After meeting with other city staff it was determined that the Historic Preservation Commission, through the ordinance required Certificate of Appropriateness, should approve the majority of the historic Hotel Valley Ho rehabilitation project. It was decided it would be an effective approach for coordination to appoint a working group with three members of the Historic Preservation Commission and two members of the Development Review Board. The working group would make a recommendation to the Historic Preservation Commission and a report to the Development Review Board. Ms. Abele stated the Certificate of Appropriateness would be before the Commission the last meeting in September.

Chairperson Johnson, Commissioner Sydnor, and Commissioner Gonzales volunteered to serve on the working group. Ms. Abele remarked she would set up the dates for the working group.

PROPOSED SCHEDULE FOR NEXT THREE PENDING HISTORIC PROPERTY (HP) CASES

Valley Bank, Bank of Douglas and Pima Plaza

Ms. Abele reported the Commission needs to discuss the next three historic property cases initiated by the Commission in March 2002. She reported the property owners are aware of the plans to move forward with public hearings. The property manager for Pima Plaza, Tom Giller, has made it fairly clear that he is not supportive of any City activity and he is our local contact with the owner. She noted it might be appropriate to send a letter to the owner. She suggested it might be appropriate to not immediately move forward with hearings on this case.

Chairperson Johnson and Commissioner Sydnor stated they would agree that a letter should be sent to the owner.

Ms. Abele stated the next property is the Bank of Douglas. There have been concerns raised by the owner and architect about the designation and the planned second floor residential addition. She further stated part of the reason the Commission agreed to a delay was to allow for the plans to be submitted. Mr. Meserve stated the owner is not opposed to the historic designation but there is a strong preference to finish with their expansion plans before receiving the designation.

Commissioner Sydnor recommended they put this case on the September 26th agenda and if the expansion plans have not been filed, they would move forward with the public hearing.

Sam West, architect for this project, stated there are still some questions regarding the ramifications of the Historic Designation. He further stated they would like to finish with the expansion first. He noted the reason for the delay in bringing the plans forward is because this building was not built to have a second story and there are engineering issues that need to be worked out before he can file the plans.

Ms. Abele stated the third property under consideration, the Valley Bank, that the owner has been advised of the proposed historic designation and there is not overwhelming support.

Chairperson Johnson suggested moving forward with the Valley Bank designation and sending out a letter to the owner and manager. Commissioner Sydnor suggested sending the letters out certified mail.

Ms. Abele stated the Historic Register Committee might want to reconvene to review the next group of properties that will come forward. She further stated there is increased activity in the downtown and it might be time to revisit the 5th Avenue district.

MULTI-FAMILY HOUSING SURVEY UPDATE AND MEETING WITH STATE HISTORIC PRESERVATION OFFICE

Ms. Abele stated the city's Preservation Division was awarded a grant to produce a Multi-Family housing survey in Scottsdale. The significant period for multi-family housing was between 1947 and 1963. She further stated they visited these complexes over the course of the summer and took photos and documented significant architecture. She remarked they looked at approximately 66 complexes. Ms. Abele and her assistant, Liz Wilson, will make an initial determination on

which complexes would potentially be eligible for the Scottsdale Historic Register. She further remarked there is a good concentration of these apartments in one area of Scottsdale.

Mr. Meserve stated one of the property owners of the complexes south of the Valley Ho contacted him regarding his interest in historic designation.

ARCHAEOLOGY CONTEXT UPDATE OUTLINE

Mr. Meserve reviewed the Outline for the Archaeology Context for Scottsdale. He stated the outline describes the different aspects of Hohokam culture and uses local examples for each topic. He further stated this context is written so that the general public would be able to understand it.

HPO/STAFF REPORT

Mr. Meserve reported the Early Town Building flyer has been printed and has been distributed to the Citizen Service Centers and city libraries. He further reported they are working on having the school flyer distributed to the elementary schools for the Arizona History classes. Don Prior on the Education Outreach Committee prepared the school flyer.

Mr. Caferella updated the Commission on the City parking facility on 2nd Street and Brown Avenue and the Noriega houses. He reported the City has hired a parking administrator to look at the entire downtown parking and come up with a program to get additional parking spaces on line. He further reported they have explained to the City Manager and the parking administrator that the Commission is looking at the Noriega houses and that if something is done to place parking here there should be some sort of kiosk or display explaining the historic contributions of Harvey Noriega. He remarked he would keep the Commission updated on this issue.

Ms. Abele reported that there are building condition assessment reports underway for Cavalliere's Blacksmith Shop, and Our Lady of Perpetual Help Mission Church. The work would be done in the fall and they will get a report on what rehabilitation is needed. Mr. Meserve noted the cost for each report is between $8,000 and $12,000.

Commissioner Gonzales inquired what if there is not a commitment from the property owner to make repairs. Ms. Abele replied there does not need to be a commitment from the property owner. The reports will provide valuable information for the owner and the city, and they provide a history of the buildings from past to present.

COMMISSIONER COMMENTS/PUBLIC COMMENTS

Commissioner Wilson expressed her thanks and appreciation to staff and the Commission members who sent cards and called during her husband's illness.

Commissioner Sydnor inquired about the expectations for the Incentives Committee. He inquired if they would be reviewing the Hotel Valley Ho incentives prior to them going to the City Council. Ms. Abele noted there might be a timing issue on the Hotel Valley Ho incentives. Commissioner Sydnor suggested the incentives just come before the Commission and save a step.

Yolanda Vera introduced herself and her husband Daniel. She stated she attended the meeting because she was just recently appointed as a trustee to the Noriega House. She added it was her grandfather who owned the property on 2nd Street.

Chairperson Johnson stated she would contact the Chair of the Historic Register Committee and set up a meeting to tour North Scottsdale and discuss the 5th Avenue district.

FUTURE MEETINGS AND AGENDA ITEMS

Mr. Meserve stated the Commission might be asked to review the archeological requirements for lot splits. He recently met with two property owners that had complaints about the city's requirements and who want the opportunity to voice their concerns to the Commission.

Commissioner Sydnor stated the Historic Register Committee would need to go back and tour single-family residences in south Scottsdale based on the additional research.

Commissioner Gonzales stated the Historic Register Committee would also need to follow up on the neighborhood study.

The next meeting of the Historic Preservation Commission is scheduled for September 12th.

Meeting adjourned at 6:50 p.m.

Submitted by:

For the Record Court Reporters

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 14 GOAL: Preservation and Character

SUBJECT

Funding approval for WestWorld Master Plan Update Environmental Assessment as required by the Bureau of Reclamation to ensure compliance under the National Environmental Policy Act (NEPA).

REQUEST

Approve Contract Amendment No. 2001-165-COSA with BRW Inc., in the amount of $52,526 to prepare an environmental assessment in conjunction with an update of the WestWorld Master Plan, and; Authorize the utilization of Basin Management Funds in the amount of $52,526 to fund this contract amendment.

Related Policies, References:
Council Action on March 18, 2002 authorized awarding contract (#2001-165-COS) to BRW Inc./Gralla Architects to update the WestWorld Master Plan.

BACKGROUND

The City completed a Business Plan for WestWorld in 1998, which recommended updating the Master Plan. In March of 2002 the City Council authorized an Architectural & Engineering Services contract with BRW Inc., in the amount of $263,491 for the preparation of an updated WestWorld Master Plan.
An environmental assessment was not included as part of the scope of work for this project.

ANALYSIS & ASSESSMENT

In the Fall of 2001 the City sent out a Request for Proposals (RFP) soliciting responses from qualified architectural and engineering firms to update the WestWorld Master Plan. It was not anticipated a full environmental assessment would be necessary as part of this update. Two Master Plans had been developed and conceptually approved previously for WestWorld and significant development of WestWorld had already taken place. Several months after the project had begun, representatives from the BOR's Environmental Office informed the City a more comprehensive environmental assessment would need to be completed before their agency approves or authorizes any implementation of the updated Master Plan.

Significant Issues to be addressed. The land on which WestWorld sits is owned by the BOR, a Federal Agency. Any Federal action, such as BOR's approval of a Master Plan update for WestWorld, must comply with the National Environmental Policy Act (NEPA) of 1969. Under NEPA, actions can only occur after consideration of the potential effects on the environment including human, natural, and cultural resources. Further, actions should incorporate appropriate measures to insure that the quality of the environment would not be degraded or unfavorably altered.

Action Taken _____

Based on the level of development already present at WestWorld, and the range of the potential alternatives anticipated in the Master Plan update, the BOR anticipates that an "Environmental Assessment" (EA) should suffice to comply with NEPA.

The EA would analyze the impacts and recommend appropriate measures of any issues regarding the following:

1. Land Uses
2. Transportation and Traffic
3. Public Safety
4. Recreation Opportunities/Impacts
5. Visual/Aesthetic Characteristics
6. Noise
7. Lights
8. Air Quality
9. Flooding
10. Socioeconomic

Community involvement. BRW will conduct public scoping tasks, in accordance with BOR policies, standards and directives with respect to public involvement. These will include compiling mailing lists of interested parties that have attended previous public outreach meetings conducted during the Master Plan update process, or have contacted the City or BOR regarding this project.
Once this list has been compiled, a scoping letter/notice will be developed and sent with a comment form informing interested parties of the NEPA process and soliciting their comments.
Additional notices will be advertised in various Valley newspapers informing interested parties of this process and how they can get involved or keep informed.
An additional public open house will be held, in addition to the five already held, to inform and to solicit input from the public regarding issues that should be addressed in the Environmental Assessment of the WestWorld Master Plan Update.

RESOURCE IMPACTS

Available funding. The funding for this contract amendment is available in the WestWorld Basin Management Fund (BMF). The City and BOR established the BMF in 1998 by an amendment to the Contract # 2-07-32-L0793, authorizing the City to collect fees for such things as cellular tower rentals, mitigation for negative impacts on the BOR property from freeway construction, and use fees collected from the TPC and Sanctuary Golf Courses. These amendments also stipulate that these funds shall be used to develop, operate, maintain and/or improve the WestWorld facility and lands for public recreation. The BOR has approved the request to utilize these funds for this purpose with the stipulation that the City identifies how these funds will be replenished. The City has identified the interest income from the balance of BMF as the source to replenish this expenditure. It is anticipated that the interest income from the BMF will replenish this expenditure within two years. The WestWorld BMF has a current balance of approximately $1,280,124.

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Approve the change order to BRW Inc., in the amount of $52,526 to complete the WestWorld Master Plan Update Environmental Assessment utilizing Basin Management Funds.

Description of Option B: Hold off doing the Environmental Assessment of the entire WestWorld Master Plan Update and initiate individual studies prior to each Capital Improvement project being constructed.

Recommended Approach: Staff Recommends moving forward with the NEPA required environmental assessment for the entire WestWorld Master Plan update.

Proposed Next Steps: If this proposal is authorized by Council, staff will request that BRW move forward immediately to begin the EA preparation process.

RESPONSIBLE DEPT(S)

WestWorld, Municipal Services and Financial Services.

STAFF CONTACT(S)

Brad Gessner, WestWorld General Manager
Annette Grove, Project Manager

APPROVED BY

Barbara Burns, Assistant City Manager — Date 1/6/03

Brad Gessner, General Manager, WestWorld — Date 1/6/03

CITY OF SCOTTSDALE
MODIFICATION TO ARCHITECTURAL/ENGINEERING/ PROFESSIONAL SERVICES

THIS CONTRACT MODIFICATION, made and entered into this 21st day of January, 2003, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and BRW, hereinafter referred to as "Contractor", amending the Contract dated March 18, 2002, between City and Contractor.

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute Contracts and Contract Modifications.

WHEREAS, the CITY desires to have the consultant prepare an Environmental Assessment, in conjunction with the update of the WestWorld Master Plan; AND

WHEREAS, the City and the Contractor mutually agree to modify the Contract;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 MODIFICATIONS:

1.1.1 Section 1.0, Scope of Services, is hereby added to the original Contract (see Attached Scope of Work).

1.1.2 Section 2.1, Fee Schedule, is hereby added to the original Contract:

Project Initiation and Scoping	$ 10,481.00
Project Description & Inventory	$ 13,339.00
Impact Assessment	$ 12,807.00
EA Document	$ 7,159.00
Final EA	$ 8,740.00
	$ 52,526.00

2.0 OTHER CONTRACT PROVISIONS:

All provisions of the original Contract not modified in Section 1.0, above, shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, THE CITY OF SCOTTSDALE by its Mayor and City Clerk have hereunto subscribed their name this 21st day of January, 2003.

Contract No 2001-165A-COS

CITY OF SCOTTSDALE

By:_____
Mary Manross, Mayor

ATTEST:

By: _____
Sonia Robertson, City Clerk

CONTRACTOR:

By_____
BRW
Dan Lare, Vice President

CITY OF SCOTTSDALE REVIEW:

for _____
Monroe C. Warren
Purchasing Director

CITY CONTRACT ADMINISTRATOR

By_____
Brad Gessner
WestWorld General Manager

_____
Myron Kuklok
Risk Management Director

APPROVED AS TO FORM:

_____
David A. Pennartz
City Attorney

SCOPE OF WORK FOR THE WESTWORLD MASTER PLAN UPDATE ENVIRONMENTAL ASSESSMENT

Background

WestWorld, formerly Scottsdale Horsemen's Park, is a 360-acre western-themed facility located in a portion of the Paradise Valley Flood Retention Basin of the Central Arizona Project (CAP) in Maricopa County, Arizona. This Federal land, under the primary jurisdiction of the U.S. Department of the Interior, Bureau of Reclamation (Reclamation), serves to control and retain surface waters so they do not adversely impact the CAP canal.

In 1982, the City of Scottsdale (City) entered into a Cost-Sharing and Land Use Agreement with Reclamation to operate and develop the property for recreation, consistent with Title 28, Federal Water Project Recreation Act of 1965 (P.L. 89-72, as amended). The agreement specified that the property would be under the supervision and control of the City of Scottsdale, which would administer the area for outdoor recreational use. Both the City and Reclamation agreed to share costs for initial development of facilities, as outlined in the agreement; however, further development, which would be subject to Reclamation's approval, would be at the City's expense unless a supplemental agreement were established. In order to provide funds for facility development, operation, and maintenance, the 1982 agreement allows the City to assess and collect fees for entrance to developed recreation areas and facility use, in accordance with a mutually agreed to fee schedule.

Since 1982, various planning and development activities have taken place at WestWorld. From 1982 through 1988, the City and commercial operators of the property developed various equestrian-oriented facilities including polo fields, barns, arenas, entry roads, parking lots, office space, utilities, a covered "equidome" arena, a catering building, and various utilities. In 1988, the City submitted a Conceptual Master Plan for WestWorld to Reclamation for approval. In 1993, Reclamation requested that the City (1) complete a detailed review and update of the Conceptual Master Plan, and (2) develop a Facility Operation Plan. In 1995, Reclamation approved the Conceptual Master Plan, with some revisions, and with the understanding that any facilities not existing at the time of approval would require appropriate public input, City review, and Reclamation approval.

Project Description

The City of Scottsdale is proposing to update the WestWorld Master Plan to address the needs of the local and regional community. The main objective of the Master Plan Update is to increase the efficiency and effectiveness of the current facility, which is used by a limited public only six months per year. The plan would include details to improve circulation and infrastructure, including utilities, which would reduce setup and 'take-

down' times for special events and allow additional scheduled use of the facility. A preliminary conceptual plan includes increasing parking areas needed for special events, covering several arenas and walkways, and developing an enclosed and air-conditioned multiple-purpose building. The Master Plan Update also would provide for additional recreational uses at WestWorld, while maintaining a western theme.

National Environmental Policy Act (NEPA) Compliance

Any Federal action, such as Reclamation's approval of a Master Plan developed by the City of Scottsdale for WestWorld, must comply with the National Environmental Policy Act (NEPA) of 1969. Under NEPA, and as mentioned in the 1982 agreement between the City and Reclamation, actions by either party can occur only after consideration of the potential effects on the environment including human, natural, and cultural resources. Further, actions should incorporate appropriate measures to insure that the quality of the environment would not be degraded or unfavorably altered.

Based on the level of development currently present at WestWorld, and the range of potential alternatives anticipated, Reclamation anticipates that an Environmental Assessment (EA) may suffice to comply with NEPA. However, if at any time Reclamation determines that potential impacts on the human, natural, or cultural environments would be significant, a Notice of Intent would be issued for the development of an Environmental Impact Statement (EIS) for the WestWorld Master Plan update. In addition, completion of NEPA for the WestWorld Master Plan update would not preclude the need for additional NEPA or other environmental clearances as plan components are proposed for implementation.

Approach

URS would prepare an EA in accordance with the procedures and format recommended by Reclamation in policies, directives, and standards and in the draft Bureau of Reclamation National Environmental Policy Act Handbook (2000). Throughout the EA process, URS would maintain a written record of the environmental review process to support the administrative record of the decision-making process.

The EA would address all current, potential future, and cumulative impacts on the natural and cultural resources affected, based on the City's proposed plan and any alternatives developed. In addition, impacts on the human environment (e.g., land uses, views, traffic, noise) shall be included. The EA will outline the current condition of the affected environment and fully evaluate the proposed plan and alternatives with respect to those conditions. The impacts on the human, natural, and cultural environment shall be described for each proposed facility or activity in the plan and plan alternatives.

URS proposes to prepare the EA in a sequence of five tasks, integrated with the WestWorld Master Plan Update activities, as described below.

TASK 1 – Project Initiation and Scoping

Upon award of the work, the URS project management team would meet with representatives from Reclamation, the City, and Master Plan design team to discuss the conceptual themes and designs established to date, and to conduct internal scoping of potential environmental issues with respect to those concepts.

Immediately following the internal scoping efforts with Reclamation and the City, URS will conduct public scoping tasks, in accordance with Reclamation policies and directives and standards with respect to public involvement, NEPA, interagency coordination activities, concessions management, land use authorizations, and recreation management. These tasks would include:

- Compiling a mailing list of interested parties with input from Reclamation and the City (a draft list is included in Attachment A)
- Developing a draft scoping letter/notice and comment form to interested parties from Reclamation informing them of the initiation of the NEPA process
- Developing a draft insert for inclusion with City of Scottsdale water bills
- Developing a paid advertisement in the *Scottsdale Tribune*, indicating that Reclamation is preparing an EA for the WestWorld Master Plan Update (black and white, ¼ page maximum); Scottsdale would arrange publication of the ad
- Developing and submitting a news release to local and regional media (newspapers, television, and radio)
- Coordinating a public open house to solicit input from the public regarding issues that should be addressed in the EA
- Summarizing comments received in a brief report to document public issues

The scoping letter/notice would explain the background of WestWorld, the proposal to update the Master Plan, and the need to conduct an EA. The scoping letter/notice would solicit input on potential issues that could result from any proposed changes. The scoping letter/notice would consist of a single 11x17-inch sheet, folded, to allow up to four pages of text and graphics (printed in black and white). A map and photographs of the area would be included. An 8.5x11-inch comment form would be inserted into the scoping letter/notice; this form would be printed in black and white with a mail-back address for individuals to submit comments on the project. URS would provide the finalized scoping letter/notice and comment form to Reclamation and the City in an electronic format (.pdf) for printing, mailing, and posting on appropriate internet websites. In addition, URS would develop an advertisement that would be published in the *Scottsdale Tribune*. The advertisement would be a maximum of ¼ page, and printed in black and white for three days. The draft advertisement would be submitted to Reclamation and the City for approval prior to publication, which would be arranged by the City. URS also would develop a draft insert for City of Scottsdale water bills (based on format specifications provided by the City); upon approval of the draft insert, URS would finalize the insert and provide an electronic file (.pdf) to the City for printing and inclusion in the water bills. URS also would develop a media release announcing the project and EA. The

scoping letter/notice, newspaper advertisement, water bill insert, and media release would announce the upcoming public scoping meeting.

URS would coordinate a public scoping meeting, which would be hosted by Reclamation and the City. The meeting would be conducted in an open house format; URS project management and public involvement staff would be available to explain the NEPA process and to solicit input on issues that may need to be addressed in the EA. A brief formal presentation may or may not be conducted (at Reclamation's discretion). URS assumes that City staff and members of the design team would be available to explain the Master Plan Update and any conceptual plans.

URS would summarize public comments received during scoping in a draft report for submittal to Reclamation and the City. URS would submit two copies of the draft report to each agency for review. Following receipt of comments, URS would finalize the scoping report and provide each agency with six copies and an electronic file (.pdf) for posting on appropriate internet websites. Based on the issues identified by comments in the scoping report, URS would work closely with Reclamation to determine which natural, cultural, and human resource areas need to be addressed in the EA. URS would document discussions pertaining to resource areas that do not need to be evaluated in detail in the EA; this documentation would be maintained in the project files. As appropriate, the scoping report or other documentation may be incorporated in the EA as an appendix.

TASK 2 – Resource Inventory

URS would coordinate with Reclamation and the City to identify and acquire supporting documentation regarding issues that require analysis and inclusion in the EA. Based on our current understanding of the project, URS believes that the potential issues of concern may include, but not be limited to, the following:

- *Land Uses:* Construction of facilities and access routes, and hosting of large events may require use of lands outside the WestWorld boundary.
- *Transportation and Traffic:* Altering the primary ingress and egress to the property could require improvements to existing roads and may change traffic patterns.
- *Public safety:* Large events bring a high number of visitors to WestWorld, where facilities and staff need to be available to handle emergency situations.
- *Recreation opportunities:* Adding facilities may diversify or limit recreation opportunities.
- *Visual/aesthetic characteristics:* Dust generated from vehicle travel on unpaved areas, and lights added to arenas may adversely affect daytime and nighttime views, respectively.
- *Noise:* Noise would be generated from activities associated with construction activities. Longer-term, large events, particularly those requiring amplified announcements, may generate noise that reaches beyond the property boundaries.
- *Socioeconomics:* User fees may change the number of users and their frequency

of use of WestWorld facilities.

- *Air Quality:* Short-term effects on air quality would result from activities associated with construction, primarily in the form of dust and equipment emissions. Additionally, large equestrian events may result in odors that could travel to offsite properties.
- *Floodplains:* Development of facilities and hosting of events must maintain WestWorld's capacity as a detention basin.

The level of intensity of the issues identified during Task 1 would determine the level of detail required to address each issue in the EA. Based on the level of detail necessary, URS would focus efforts during the resource inventory on resources that would be addressed in the EA.

URS would compile information on existing environmental conditions from existing data sources (e.g., reports previously prepared for the project area, City of Scottsdale planning documents, aerial photography, maps, published literature, etc.), field reviews, and agency contacts and meetings. The information gathered would assist in determining existing conditions and describing the character, features, and resources of the project area and its surroundings. These data would help in identifying trends that are likely to continue in the absence of the project (i.e., the No-Action Alternative). Resources or uses to be addressed may include, but are not limited to, the following:

- Air quality
- Soils and water resources
- Floodplain management
- Biological resources
- Land uses (existing and planned)
- Recreation
- Transportation and traffic
- Noise
- Socioeconomics
- Visual/Aesthetic characteristics
- Cultural resources
- Public safety

Data and information to be collected would include, but not be limited to, the following:

- Maricopa County regulations for the management of fugitive dust
- Floodplain boundaries from the Federal Emergency Management Agency or Maricopa County Flood Control District, as appropriate
- Cultural resources/Historic preservation information
- Current aerial photographs of the site
- Available color photographs, at ground-level, of the existing site
- 1982 Cost-Sharing and Land Use Agreement between the City and Reclamation

- 1986 Use and Management Agreement between Scottsdale and K-Lin Corporation (with documentation of approval from Reclamation)
- 1995 WestWorld Master Plan
- 1998 WestWorld Business Plan
- Available annual reports produced by the City for Reclamation regarding public use of the area (per the 1982 agreement between Reclamation and the City)
- WestWorld user information, including current numbers of users during scheduled events
- City of Scottsdale General Plan
- City of Scottsdale Zoning Ordinance
- Zoning map of the project site
- Previous environmental compliance documents prepared for activities in the project area (e.g., EIS for the Granite Reef Aqueduct)

Based on previous activities conducted in the WestWorld area, URS assumes that adequate data are available from Reclamation to address biological and cultural resources analyses without additional surveys or original research. Previously conducted studies/surveys and documentation on these resources would be incorporated by reference, and, space permitting, may be included as appendices to the EA.

The inventoried resources would be compiled into the Affected Environment section of the EA.

Once the resource inventories are complete, URS would draft the following sections of the EA:

- Background
- Purpose and Need for the Proposed Action
- Scoping Process
- Issues Addressed in the EA
- Proposed Action and Alternatives
- Alternatives Dismissed
- Affected Environment

URS would submit four copies of these draft sections to Reclamation and four copies to the City of Scottsdale for review. Upon agreement that URS has provided an accurate characterization of the proposed project, alternatives, and affected environment, URS would initiate the impact assessments for the Environmental Consequences section of the EA.

TASK 3 – Impact Assessment

Impacts are defined as modifications to the existing condition of the environment and/or probable future condition that would be brought about by a proposed undertaking. Impacts can be beneficial (positive) or adverse (negative) and can result from the project

directly or indirectly. Impacts can be permanent and long lasting (long term) or temporary (short term). Long-term impacts are defined as those that would remain substantially throughout and beyond project construction and operation. Short-term impacts are defined as those changes to the environment that would revert to preconstruction conditions at or within a few years of the end of construction, either naturally or through mitigation. Impacts can vary in degree from no change or only slightly discernible change to full modification of the environment.

Using the information about the existing condition of the environment (Task 2) and the description of the proposed Master Plan (and alternatives), URS would identify the types and magnitudes of impacts anticipated to occur, including cumulative impacts anticipated from known future activities in the area. Also, URS would examine and recommend feasible ways in which the project or external factors relating to the project could be modified to eliminate, mitigate, or minimize adverse environmental impacts. URS assumes that the proposed plan and alternatives would allow the property to continue serving as a detention basin with its current capacity.

This information would be documented and incorporated into the Environmental Consequences section of the EA.

TASK 4 – EA Document Preparation

A draft EA would be prepared incorporating the findings of Tasks 2 and 3. The following outline provides an overview of the required content for each of the major sections of the EA, based on the format recommended by Reclamation. The sections below serve as the minimum content for an acceptable submittal.

1.0 Introduction
- 1.1 Background
- 1.2 Purpose and Need
- 1.3 Public Scoping and Issues Identified

2.0 Proposed Plan and Alternatives
- 2.1 Action Alternative(s)
- 2.2 No-Action Alternative
- 2.3 Alternatives Dismissed from Further Consideration

3.0 Affected Environment and Environmental Consequences
- 3.1 Resources Dismissed from Further Consideration
- 3.2 Resources Analyzed in the EA
  - 3.2.1 Description of Existing Site Conditions for each resource
  - 3.2.2 Description of Potential Environmental Impacts on each resource for each alternative (each resource area will integrate a discussion of applicable environmental laws, regulations, and policies for that resource)

4.0 List of Environmental Commitments – a summary table of the environmental commitments and mitigation measures associated with the preferred alternative

5.0 Compliance with Applicable Laws, Executive Orders, Regulations, and Policies

6.0 Bibliography

7.0 Consultation and Coordination – listing of agencies and individuals contacted during preparation of the EA

8.0 List of Preparers – listing of Reclamation personnel, City personnel, and others contributing the formulation of the action or project, and/or analyses

Appendices
- Distribution List
- Agency Correspondence (if applicable)
- Previous resource studies (if appropriate)

URS anticipates including the following maps and graphics to support the EA (all maps will be produced in an 8.5x11-inch format):
- location map
- land jurisdiction and ownership
- development layout drawings for each alternative (if available from the City)
- aerial photograph
- site photographs at ground level

URS would provide eight copies of the draft EA to Reclamation and the City of Scottsdale for review. One representative from each agency would be responsible for assembling comments and providing them to URS. Once comments are received, URS would revise the draft EA and prepare it in a format ready to reproduce. A 'screen-check' copy of the EA would be provided to Reclamation and the City for final approval prior to printing. Upon approval, URS would provide an electronic file of the entire document (.pdf format) and an example copy of the EA, including cover and all figures to the City for printing of up to 300 copies. URS would provide an electronic format (.pdf) file of the EA to Reclamation as well. The City would deliver documents to Reclamation; URS would provide Reclamation with mailing labels for sending the EA to interested agencies, organizations, and individuals.

TASK 5 – Final EA and Finding of No Significant Impact (FONSI)

URS will review all comments on the EA and prepare a formal written response including supporting materials and modify the EA text accordingly.

URS would prepare a comprehensive final EA that addresses substantive comments received on the EA. URS would provide two copies of the final EA to Reclamation and the City of Scottsdale for review. Once comments are received, URS would revise the

final EA and prepare it in a format ready to reproduce. A 'screen-check' copy of the EA would be provided to Reclamation and the City for final approval prior to printing. Upon approval, URS would provide an electronic file of the entire document (.pdf format) and an example copy of the EA, including cover and all figures to the City for printing of up to 300 copies. URS would provide an electronic format (.pdf) file of the EA to Reclamation as well. The City would deliver documents to Reclamation; URS would provide Reclamation with mailing labels for sending the EA to interested agencies, organizations, and individuals.

Based on the steps set forth above, URS would coordinate with Reclamation and the City of Scottsdale to identify one of the following findings:

- A FONSI, in which the determination is made that the project is not an action that will result in a significant impact on the quality of the human environment
- A finding of significant impact, in which the project is deemed to be an action that may significantly affect the quality of the human and natural environment and will require the preparation of an EIS

Assuming at this time that we will be preparing a FONSI, URS would prepare a draft FONSI (up to 10 pages) for review by Reclamation and the City; two copies will be submitted to each agency. URS would revise the draft FONSI to incorporate comments from Reclamation and the City, and provide an electronic file (Microsoft Word 2000 format) of the FONSI to the Bureau of Reclamation for final editing and approvals.

If the findings of the EA demonstrate that significant impacts on the human environment may occur, URS would draft the Notice of Intent to prepare an EIS to submit to Reclamation for publishing in the *Federal Register*.

Products

The products URS anticipates producing as part of the EA process includes the following:

TASK 1

- Scoping letter/notice in electronic format (.pdf) (for printing by Scottsdale on one 11x17-inch sheet, 2-sided, black and white)
- Comment form insert to scoping letter in electronic format (.pdf) (for printing by Scottsdale on one 8.5x11-inch sheet, 2-sided, black and white)
- An advertisement in the *Scottsdale Tribune* (1/4 page, black and white, published for up to three days)
- Electronic format (.pdf) file of a water bill insert (per City of Scottsdale format requirements)
- News release for local and regional media (newspapers, television, and radio)
- Public meeting display boards (8 boards, 24x36-inch format, color, mounted on foamcore)
- Draft Scoping Report (4 copies, up to 20 sheets, 2-sided, no figures/graphics)
- Final Scoping Report (12 copies, up to 20 sheets, 2-sided, no figures/graphics)

- Electronic format (.pdf) file of the Scoping Report

TASK 2

- Draft of Chapters 1, 2, and 3 of the EA for Reclamation and City review (8 copies, up to 100 pages, single-sided, up to 5 color figures [8.5x11-inch format])

TASK 4

- Draft EA for Reclamation and City review (8 copies, up to 100 sheets [200 pages], 2-sided, up to 5 color figures [8.5x11-inch format])
- Screen-Check EA for final Reclamation and City approval (2 copies, up to 100 sheets [200 pages], 2-sided, up to 5 color figures [8.5x11-inch format])
- EA (2 copies, up to 100 sheets [200 pages], 2-sided, up to 5 color figures [8.5x11-inch format])
- Electronic format (.pdf) file of the EA (for printing/assembly by the City and mailing by Reclamation)

TASK 5

- Final EA for Reclamation and City review (2 copies, up to 110 sheets [220 pages], 2-sided, up to 5 color figures [8.5x11-inch format])
- Screen-Check Final EA for final Reclamation and City approval (2 copies, up to 110 sheets [220 pages], 2-sided, up to 5 color figures [8.5x11-inch format])
- Final EA (2 copies, up to 110 sheets [220 pages], 2-sided, up to 5 color figures [8.5x11-inch format])
- Electronic format (.pdf) file of the Final EA (for printing/assembly by the City and mailing by Reclamation)
- Draft FONSI (4 copies, up to 10 sheets [20 pages], 2-sided)
- Electronic format (MS Word) file of the revised FONSI

Schedule

To the extent feasible, URS would develop the EA concurrent with the WestWorld Master Plan Update, as it continues from September 2002 through January 2003. However, the project schedule assumes that data for several resources are readily available from Reclamation and the City. A detailed schedule would be determined upon final agreement on the scope of work and with notice to proceed with preparation of the EA.

Attachment A

Agencies, Organizations, and Individuals to Contact

Italicized entries did not appear on WestWorld Master Plan Update mailing list.

Federal Agencies

U.S. Department of Agriculture
- Forest Service

U.S. Department of the Army
- *Corps of Engineers*

U.S. Department of the Interior
- Bureau of Indian Affairs
- Bureau of Land Management
- Bureau of Reclamation
- *Fish and Wildlife Service*

Tribes

Ak-Chin Indian Community
Fort McDowell Mohave-Apache Indian Community
Gila River Indian Community
Hopi Tribe
Salt River Pima Maricopa Indian Community
Tohono O'odham Nation
Tohono O'odham Nation, San Xavier District
Tohono O'odham Nation, Schuk Toak District
Pueblo of Zuni

State Agencies

Arizona Department of Environmental Quality
Arizona Department of Tourism
Arizona Department of Water Resources
Arizona Game and Fish Department
Arizona State Land Department
State Historic Preservation Officer
Salt River Project

County Agencies

Maricopa County
- *Planning Department*
- *Parks Department*
- *Flood Control District*
- *Department of Transportation*

Local Agencies

City of Phoenix
City of Scottsdale
Town of Carefree
Town of Cave Creek
Town of Paradise Valley

Elected Officials

U.S. Senate
Honorable Jon Kyle
Honorable John McCain
U.S. House of Representatives
Honorable J.D. Hayworth

Media

The Arizona Republic
Foothills Sentinel
North Scottsdale Independent Newspaper
Paradise Valley Independent
Scottsdale Tribune
Scottsdale Views
Sonoran News

Organizations/Businesses

Arizona Appaloosa Association
American Association of Owners and Breeders of Peruvian Paso
American Saddlebred Horse Association
American Trails
APS Hiking Club
Arabian Horse Association of Arizona
Arizona Cowboy Mounted Shooters
Arizona Dressage Association
Arizona Miniature Horse Association
Arizona Morgan Horse Association
Arizona National Horse Show
Arizona Paint Horse Club
Arizona Pinto Horse Association
Arizona Professional Horseman Association
Arizona Quarter Horse Amateur Association
Arizona Quarter Horse Breeders Association
Arizona Reining Horse Association
Arizona Saddlebred Association
Arizona State Horsemen's Association
Arizona State Ponies of the Americas Club, Inc.
Arizona Sun Country

Arizona Thoroughbred Breeders Association
Arizona Wildlife Federation
Audubon Society
Banahan Communications
Barrett-Jackson Classic Auto Auction
Bike Barn
Bird's Nest Music Fest
Blue Grass Arabians
Box Quarterhorses
Carousel Charity Horse Show
Cave Creek Bikes
Citizens Environmental Awareness League
Collman Equestrian Productions
Defenders of Wildlife
Desert Foothills Land Trust
Desert Show Horse Association
Don't Waste Arizona
Dove Valley Equestrian Centre
Ducks Unlimited
Dynamite Productions
East Valley Arabian Association
Environmental Defense Fund
EP Group
Equine Consulting Services
Equine Promotions
Fourth of July Scottsdale Lights It Up
Fox Lair Farms
Futurity Saddlebred
Glendale Hiking Club
Goodguys Rod and Custom Association
International Arabian Horse Association, Region VIII
Junior League Gift Mart
Maricopa County Audubon Society
Merry Go Round
Miniature Horse Association of Arizona
Monterra
Mounted Shooters of America
National Reined Cow Horse Association
National Wildlife Federation
Natural Resources Defense Council
Nature Conservancy
North Scottsdale Polo Club
Parada del Sol
Parada Scottsdale Jaycees
Pen Em in Arizona
Polo America

Quarter Horse Amateur Association
Rawhide
Ray Cammack Shows
Reining Horse Classic
Reining Horse/Ride of Life
Rio Verde Horse Association
Saguaro Classic All Arabian Horse Show
Scottsdale Dog Fanciers Association
Sierra Club
The Southwest Center for Biological Diversity
Southwest Rally Events
Southwest Wildlife Rehabilitation and Educational Foundation
Sun Bunny Studio
Superstition Kennel Club
Tennessee Walking Horse Enthusiasts of Arizona
Thunderbird Artists
Thunderbird School of International Management
Trail Horse Adventures
University of Arizona
Western Event Productions
WestWorld

Individuals

Sue Alkin
Lee Anderson
Shelly Anderson
Ron Barela
Heather Berry
Deb Bitton
James Blackburn
Susie Bradstock
Dawn Brokaw
Chuck Bune
Lori Chandler
Ed Childress
Thom Clark
Alexander Cudzewicz
Kent Cummings
Theresa Cunningham
Judy Darbyshire
Dan Davis
Mike Doyle
Chris Estes
Robert Freund
Annette Grove

Mary Halfman
Jacque Hazelton
Joe Heaney
Julie Hillard
Thom Hulen
Cliff Johnson
Steve Jones
Peggy Kimes
John Kocourek
Rick Krichbaum
Nancy Lauzure
Dale Litton
Conrad Loreto
Rosalyn Mandel
Tom McGuire
Ruth Mones
Meredith Morley
Ann Mulchay
Anita Neal
Jean Newcomer
Sheri Novkov
Kyle Palmer
Judy Peters
Melanie Phelps
Hank Pixley
Leonard Portnoy
Gerald Rosenthal
Matthew Ross
Michelle Ross
George Sabol
Myron Scott
Howard Shenk
John Shy
Terry Smith
Carol Thompson
Fred Unger
Susan Wheeler
Vern Willer
Dow Wilson
Audrey Woodward

COST ESTIMATE FOR THE WESTWORLD MASTER PLAN UPDATE ENVIRONMENTAL ASSESSMENT

	Task 1	Task 2	Task 3	Task 4	Task 5	TOTAL
	Project Initiation and Scoping	*Project Description and Inventory*	*Impact Assessment*	*EA Document*	*Final EA and FONSI*	
Labor	$ 10,331.00	$ 13,224.00	$ 12,807.00	$ 6,959.00	$ 8,540.00	$ 51,861.00
Expenses	$ 150.00	$ 115.00	$ -	$ 200.00	$ 200.00	$ 665.00
Total	**$ 10,481.00**	**$ 13,339.00**	**$ 12,807.00**	**$ 7,159.00**	**$ 8,740.00**	**$ 52,526.00**

Assumptions:

- The number of copies of all deliverables shall not be greater than those numbers stated in the scope of work.
- The above estimate does not include newspaper advertisement publication costs; the City of Scottsdale would directly pay for advertisements in the Scottsdale Tribune, which would be up to ¼-page in size, black and white, and published for up to three days ($372/day).
- The City of Scottsdale would provide the layout size/format needed for water bill inserts upon the initiation of the project.
- URS will facilitate one public open house during the scoping period; URS project staff at the public open house will include up to five individuals.
- A public workshop/open house during public review of the EA is not included in the above cost estimate.
- Environmental clearance documents are available for review from the Bureau of Reclamation and/or the City of Scottsdale, with respect to cultural and biological resources at WestWorld.
- The City of Scottsdale shall provide traffic count, traffic control, and circulation information with respect to special events at WestWorld.
- The City of Scottsdale shall provide existing information on traffic along nearby roadways, such as Frank Lloyd Wright and Thompson Peak Parkway.
- Impact analyses for air quality, noise, and traffic will be qualitative; no field surveys/measurements will be collected.
- The EA will include up to two action alternatives and the no-action alternative (for a maximum of three alternatives).
- Reclamation (or the City) will be responsible the cost of postage for the scoping letter/notice, the EA document, and Final EA and FONSI documents.
- The City of Scottsdale will print up to 300 copies of the Scoping letter/notice, EA, Final EA, and FONSI; URS will provide a sample copy and complete electronic file (.pdf format) of the document).

- If required, costs associated with the development of a Statement of Findings for Wetlands and/or Floodplains and/or a Biological Assessment are not included in this estimate.
- The City of Scottsdale and Bureau of Reclamation will provide URS with a list of "other actions" to be utilized in development of the cumulative impact scenario.

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 15 GOAL: Preservation Character

SUBJECT

Land acquisition for the McDowell Sonoran Preserve and reimbursement agreement

REQUEST

Adopt Resolution No. 6232 authorizing purchase in the amount of $955,300 for the 19.01-acre Parcel No. 216-75-017B, located at 28445 N. 126th Street, for the McDowell Sonoran Preserve. The purchase price represents the property owner's December 2002, counter offer to the city's June 2001, offer to purchase for $855,450.

Adopt Resolution No. 6131 declaring the city's intent to advance funds not to exceed $50,000,000 for the purchase of property for the McDowell Sonoran Preserve.

The purpose of the Preserve is to maintain the environmental character of the land, to protect scenic views, to preserve habitat for wildlife, and to provide opportunities for appropriate public access and passive recreation use. The acquisition of this 19.01-acre parcel, located in the voter-approved Recommended Study Boundary (RSB) for the Preserve, furthers numerous goals of the Preserve given its habitat, recreation, scenic and strategic value.

The approval of Resolution No. 6131 will allow the city to be reimbursed for funds advanced for Preserve land acquisitions from future bond proceeds as described by U.S. Treasury Regulation Section 1.150-2.

Related Policies, References: The parcel is within the expanded Recommended Study Boundary approved in August 1998, by City Council and in November 1998, by voters. The acquisition of this land supports City Council Broad Goal B: Preserve the Character and Environment of Scottsdale, and two sub-goals under Goal B: Complete the acquisition of lands within the adopted Preserve boundaries; and Protect natural resources, open spaces and views.

The McDowell Sonoran Preserve Commission strongly supports the preservation of all land within the voter approved Recommended Study Boundary. The goal is to acquire sufficient land to create a large un-fragmented habitat area and a wildlife/habitat corridor and a recreation corridor between the McDowell Mountains and County Regional Park with the natural desert open spaces to the north in Scottsdale and in the Tonto National Forest.

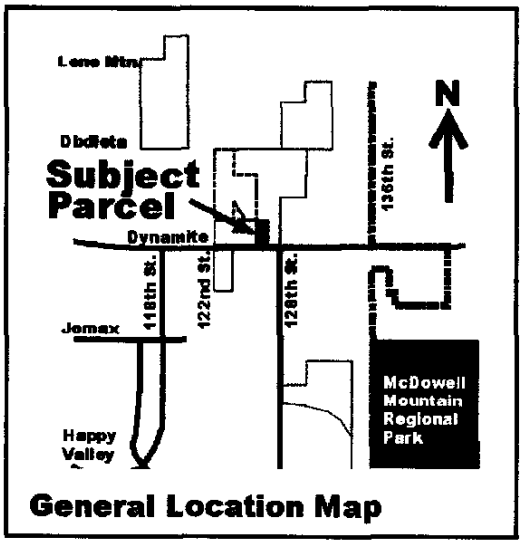
The McDowell Sonoran Preserve is supported by five public votes. Tax collections through November 2002 - $99.2 million. **Preserve acquisition expenditures** - $245.7 million. **Bonds issued** - $232 million ($134.6 million in General Obligation bonds). **Remaining private land** to consider for acquisition- 55 acres. Existing Preserve tax sufficient to pay for acquisition of this parcel.

BACKGROUND

The Desert Preservation Task Force and the McDowell Sonoran Preserve Commission identified this parcel and others in the surrounding area as integral to creating a large un-fragmented habitat area and a natural corridor/linkage among the McDowell Mountains, McDowell Mountain Regional Park, Tonto National Forest and planned Preserve land north of Dynamite Boulevard. The McDowell Sonoran Preserve currently consists of 10,822 acres of City-owned land.

This parcel is in the Recommended Study Boundary (RSB) for the McDowell Sonoran Preserve. It consists of 19.01 acres. The parcel is located at the northeast corner of the Dynamite Boulevard/126th Street alignment intersection. It is within the large un-fragmented area north of Dynamite Boulevard (shown on Attachment 1. Location Map). The owner of the parcel is Zamin LLC.

Location:
Parcel No. 216-75-017B at
28445 N. 126th Street



Acquisition of this land furthers numerous goals of the Preserve given its habitat, recreation value, scenic beauty and strategic location. The parcel has: 1. Habitat value given its location in a large un-fragmented area north of Dynamite Boulevard and within the corridor connecting natural open spaces in the south to existing and planned natural open spaces to the north, 2. Recreation value because it facilitates the creation of trail connections among the various natural open space areas, 3. Scenic value because of the lush natural desert vegetation it possesses, and 4. Strategic significance given its proximity to the State Trust land recently reclassified as suitable for conservation by the State under the Arizona Preserve Initiative.

On January 18, 2000, the City Council approved a reimbursement agreement for Preserve land acquisitions with Resolution No. 5463. In March 2001, $35 million of preservation general obligation bonds were issued. Part of these bond proceeds

was utilized to reimburse the city for approved Preserve acquisitions. The remainder of the proceeds was used to acquire Preserve property directly. On June 18, 2001, the City Council approved another reimbursement agreement for Preserve land acquisitions with Resolution No. 5819. In April 2002, $40 million of preservation general obligation bonds were issued. Part of these bond proceeds was utilized to reimburse the city for approved Preserve acquisitions. The remainder of the proceeds was used to acquire Preserve property directly.

Starting with the Zamin LLC parcel acquisition (Resolution No. 6232) it is the city's intent to advance funding for this and subsequent Preserve acquisitions using Resolution No. 6131 in a similar fashion to the financing process used with Resolutions No. 5463 and 5819.

Twenty-six appraisals by four different independent appraisers have been performed in the mile and a half area where this parcel is located. An additional forty appraisals and review appraisals were performed in an adjacent area over the past year. The City Council has approved 31 acquisitions in the vicinity of this proposed acquisition. An appraisal and a review appraisal on the parcel were completed for the city by independent appraisers on the city's list of approved appraisers (appraisal and review appraisal are in the City Clerk's Office).

ANALYSIS & ASSESSMENT

The approval of Resolution No. 6232 will enable staff to expend $955,300 plus closing costs from the McDowell Sonoran Preserve privilege tax fund. This fund was created to accumulate revenues from the .2% transaction privilege tax for the acquisition of land for the McDowell Sonoran Preserve. Resolution No. 6131 will allow the City to be reimbursed for funds advanced for the acquisition of this parcel and other Preserve land acquisitions from subsequent bond proceeds as described by U.S. Treasury Regulation Section 1.150-2.

The appraiser concluded a value of $45,000 per acre- date of valuation March 2001. The review appraiser thought this value was high- date of review May 2001. A value of $45,000 per acre was concluded for the parcel after reviewing the comments/justifications of both appraisers, after reviewing the appraisals for nearby parcels and after a site visit.

Significant issues to be addressed.
The principals for the LLC concluded the city's offer to purchase of $45,000 per acre was low when the offer to purchase was made. Subsequent correspondence included letters the city sent to the owner to provide an update on the acquisition process in the area, and repeating the city's interest in working with owners on the acquisition of their land. Staff and the principals also spoke from time to time.

Staff contacted the owners in early September 2002, to bring resolution to the acquisition of this parcel. It is one of only two unresolved parcels in this geographic area. In response to the city's inquiry, the principals came in and met with staff. During the meeting the owners reiterated their belief the city's offer was low citing other listings and sales in the area and the time that had passed since the city's offer. The owners indicated they were going to have an appraisal performed.

In November the owners scheduled a meeting with staff to review the findings of the appraisal they had prepared. The appraisal concluded a value of $61,000 per acre. Staff submitted the appraisal for review to the appraiser that had performed the appraisal for this parcel back in 2001. The review appraiser concluded the $61,000 per acre value was not adequately justified. The review appraiser identified two sales, one from early and one from mid-2002, valued just under $50,000 per acre (the appraisal prepared for the owner and the review appraisal are also in the City Clerk's Office). After reviewing the review appraiser's report, the owners contacted the city in December 2002, with an offer to sell at $50,250 per acre citing information in the review appraisal as justification.

Based on the recent appraisal process, a value near $50,000 per acre better represents the fair market value of this parcel at the present time. The city's offer to purchase was made in June 2001, based on an appraisal performed in March 2001, and on a review appraisal performed in May 2001.

City Council considerations include:

- The city offered $45,000 per acre in June 2001, for this parcel. City Council has been reluctant to modify the original offer to reflect the passage of time. Time has been considered to be the property owner's issue after the city has submitted an offer to purchase.
- Resolution of the acquisition as proposed by the property owner may encourage other property owners the city is negotiating with to request similar treatment. This may or may not have a financial impact on the preservation program. There is 1 unresolved parcel totaling 20 acres in the area where the subject parcel is located and only 6 additional unresolved parcels totaling 35 acres in the entire planned Preserve boundary.
- As confirmed by the city's review appraiser, sales in the area suggest fair market value of this parcel near $50,000 per acre (at the owner's offer to sell value of $50,250 per acre, an appreciation rate over the 13 month time period since the city's initial offer is less than 1% a month).
- In a condemnation of this parcel, the date of valuation will be when the city submits the condemnation action to the court and the city is given possession of the parcel. The value of the parcel could be higher or lower than the fair market value today depending on the near term future trend in the value of raw land in the part of Scottsdale where the parcel is located.
- If the City Council accepts the property owner's offer to sell, legal and other costs to process a condemnation case would not be incurred. On the other hand, it does not appear the property owner desires to incur the legal costs associated with a condemnation.

Community involvement. Scottsdale citizens initiated the preservation of Scottsdale's McDowell Mountains and Sonoran Desert in 1990. The City Council, following a review of recommendations from the McDowell Sonoran Preserve Commission, identified land within an approximately 36,400-acre Recommended Study Boundary for inclusion in the McDowell Sonoran Preserve. Two citizen task forces, the McDowell Mountains and the Desert Preservation, have been involved in identifying land for inclusion in the Recommended Study Boundary and in identifying implementation strategies. The McDowell Sonoran Preserve Commission used the work of both task forces as a foundation for the formulation of specific

implementation recommendations to the City Council.

The McDowell Sonoran Preserve is supported by five public votes. The City Council and voters have approved the specific boundary in which all acquisitions are made. The Desert Preservation Task Force and the McDowell Sonoran Preserve Commission identified this parcel and others in the surrounding area as integral to creating a large un-fragmented habitat area and a wildlife and recreation corridor between the McDowell Mountains and County Regional Park with the portion of the planned Preserve north of Dynamite Boulevard, and the Tonto National Forest. This area was also identified as prime habitat. The McDowell Sonoran Preserve Commission strongly supports the preservation of all land within the voter approved Recommended Study Boundary.

Scottsdale residents have indicated a strong desire to maintain the Preserve for the enjoyment of this and future generations.

RESOURCE IMPACTS

The approval of Resolution No. 6232 will enable staff to expend $955,300 plus closing costs from the McDowell Sonoran Preserve privilege tax fund. This fund was created to accumulate revenues from the .2% transaction privilege tax for the acquisition of land for the McDowell Sonoran Preserve.

Available funding. Funds are available from the existing Preserve tax to pay for acquisition of this parcel. Resolution No. 6131 will allow the City to be reimbursed for funds advanced for the acquisition of this parcel from future bond proceeds.

Staffing, workload impact. None.

Maintenance requirements. The addition of 19.01 acres of land to the Preserve increases the amount of land the city is responsible for managing. Minimal management is required for land in the Preserve that is to remain in a natural condition and is not in a planned access.

Future budget implications. No specific expenditures or capital improvements are currently planned or scheduled for this 19.01-acre parcel.

OPTIONS & STAFF RECOMMENDATION

Option A -- Do not acquire this parcel for the Preserve: If the property is not acquired for the Preserve a private property would be surrounded by City-owned Preserve land. Preserve funds would be saved if the City did not acquire this property.

Option B -- Authorize staff to proceed with acquisition at the property owner's offer to sell at $50,250 per acre: This option would approve Resolution No. 6232 and authorize staff to proceed with the acquisition based on the property owner's offer to sell. If City Council accepts the owner's offer to sell, legal and other costs to process a condemnation would not be incurred.

Option C -- Direct staff to negotiate a different price or terms with the owner: This option would mean the Council directs staff to offer the owner a price different from the $50,250 per acre. An acquisition below $50,250 per acre that was accepted by the property owner would save the city funds.

Option D – Reject the recent appraised value and the property owner's offer to sell and direct staff to initiate condemnation: This option would direct staff to proceed with condemnation to acquire the property for the Preserve. The City would incur legal and other costs to process the condemnation, and the uncertainty of whether raw land prices in this part of Scottsdale will increase or decrease between today and when the condemnation is filed.

Option E – Pay cash for the acquisition of this parcel and do not use a reimbursement agreement: This option would not continue the method the city used to ensure the maximum amount of funding was available at a particular time for Preserve acquisitions.

Recommended Approach: Adopt Resolution No. 6232 authorizing purchase in the amount of $955,300 ($50,250 per acre) for the 19.01-acre Parcel No. 216-75-017B for the McDowell Sonoran Preserve. In making this recommendation, staff attermpted to balance the Council's reluctance to modify price to reflect the passage of time with prudent financial management of the Preserve tax and the reality of the situation. The city's offer was made 13 months ago. The property owner's offer to sell at $50,250 per acre in December 2002, represnets an increase in value over the 13 months of less than 1% a month. If the city proceeds with condemnation, the value of the property will be set when it is condemned, not the May 2001, date of the city's original appraisal. The city will also incur legal costs if a condemnation is pursued.

Proposed Next Steps: If City Council approves the acquisition staff will proceed with close of escrow.

RESPONSIBLE DEPT.

Preservation Division

STAFF CONTACTS

Robert J. Cafarella, AICP, Director, Preservation Division
480-312-2577 (rcafarella@ci.scottsdale.az.us)

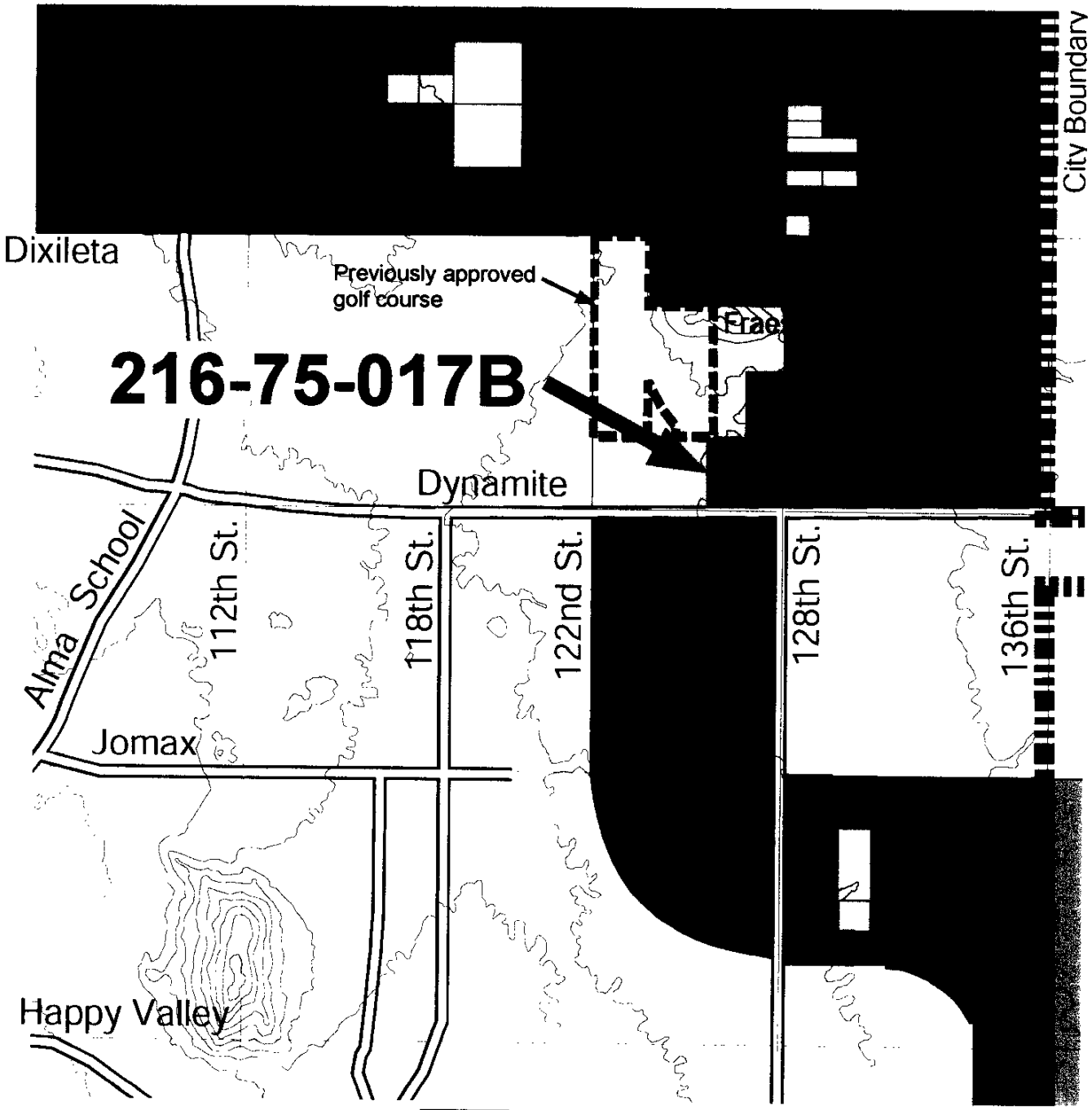
APPROVED BY

Name — Date: 1-6-03
Robert J. Cafarella, AICP, Director, Preservation Division

Name — Date: 1/6/03
Ed Gawf, Deputy City Manager

ATTACHMENTS

1. Location Map
2. Resolution No. 6232
3. Resolution No. 6131



Location of Parcel 216-75-017B

McDowell Sonoran Preserve

Remaining private land for acquisition

State Trust Land Reclassified as Suitable for Conservation

N

city of scottsdale, arizona

Locations are generalized. Not to scale.

p:northface14 1/03

ATTACHMENT 1. LOCATION MAP

RESOLUTION NO. 6232

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THAT FEE TITLE TO 19.01+/- ACRES REAL PROPERTY AT 28445 N. 126TH STREET, PARCEL NO. 216-75-017B, BE ACQUIRED FROM ZAMIN LLC BY THE CITY OF SCOTTSDALE BY PURCHASE.

WHEREAS, the Sonoran Desert and McDowell Mountains are the most prominent scenic feature in the northeast valley and a valuable regional resource that includes numerous natural features and cultural resources; and

WHEREAS, the City has identified certain parcels within the Recommended Study Boundary for the McDowell Sonoran Preserve to be acquired for the preservation of natural resources and for public recreation, and Scottsdale residents have indicated a strong desire to maintain this treasure for the enjoyment of all and for future generations to experience and enjoy; and

WHEREAS, Scottsdale voters have overwhelmingly approved four propositions on acquiring land for preservation including Proposition 400 to increase the local sales tax in 1995, Proposition 404 to authorize the use of bonds in 1996, and Proposition 411 in 1998 to allow the City to use the special sales tax to purchase additional Sonoran Desert lands, and Question 1 to authorize the sale of $200 million in General Obligation bonds to acquire land for the Preserve; and

WHEREAS, the City of Scottsdale has embarked upon a program of purchasing lands in the Sonoran Desert and in and about the McDowell Mountains for the McDowell Sonoran Preserve for said purposes; and

WHEREAS, the development of this 19.01+/- acre property on the east side of 126th Street, and between Dynamite and Dixileta alignments, within the Recommended Study Boundary, would have negative visual impacts on the Preserve and hinder efforts to create a wildlife/habitat corridor and a recreation corridor between the McDowell Mountains and County Park with the natural desert open spaces to the north in Scottsdale and in the Tonto National Forest.

BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona as follows:

Section 1. That the acquisition of fee title from Zamin LLC for 19.01+/- acres of certain real property at 28445 N. 126th Street, parcel number 216-75-017B, described in Exhibit "A" attached hereto for $955,300 be authorized.

Section 2. That the Mayor is authorized to execute any and all documents on behalf of the City of Scottsdale that are necessary to complete this acquisition.

ATTACHMENT 2.

Section 3. That the duly authorized disbursing agents of the City of Scottsdale be, and they are, hereby authorized and directed to pay the sum of $955,300 to acquire the above-described property, as well as any additional sums necessary to complete this transaction, including, but not limited to, title insurance, escrow fees and closing costs.

PASSED AND ADOPTED BY THE Council of the City of Scottsdale, Maricopa County, Arizona this 21st day of January 2003.

ATTEST:

CITY OF SCOTTSDALE
A municipal corporation

Sonia Robertson
City Clerk

Mary Manross
Mayor

APPROVED AS TO FORM:

for

David Pennartz
City Attorney
a:res6232admin

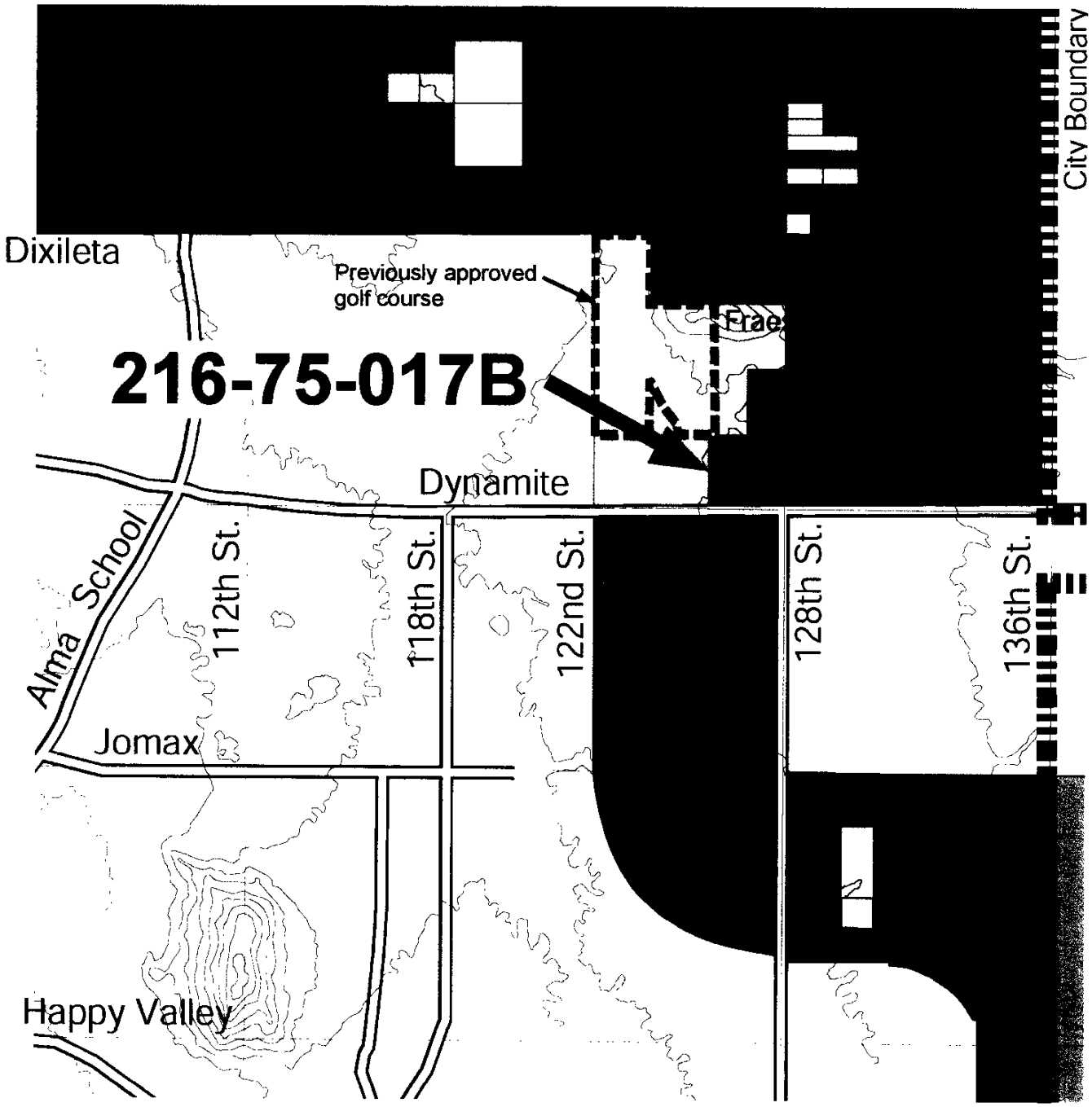
ATTACHMENT: Exhibit "A"

EXHIBIT "A"

LEGAL DESCRIPTION

The west half of Lot 48, The Goldie Brown Pinnacle Peak Ranch Unit 3, according to Book 197 of Maps, Page 24, records of Maricopa County, Arizona. EXCEPT all minerals in said land as reserved to the United States of America in Patent recorded in Docket 304, Page 447, records of Maricopa County, Arizona, more particularly described in the report.

EXHIBIT A. LOCATION MAP



Location of Parcel 216-75-017B

McDowell Sonoran Preserve

Remaining private land for acquisition

State Trust Land Reclassified as Suitable for Conservation

N

city of scottsdale, arizona

Locations are generalized. Not to scale.

p:northface14 1/03

RESOLUTION NO. 6131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES MADE FROM THE PROCEEDS OF BONDS, CERTIFICATES OF PARTICIPATION OR OTHER OBLIGATIONS ISSUED BY OR ON BEHALF OF THE CITY OF SCOTTSDALE.

WHEREAS, Section 1.150-2 of the Treasury Regulations (the *"Reimbursement Regulations"*) promulgated pursuant to the Internal Revenue Code of 1986, as amended (the *"Code"*), sets forth the rules for determining when proceeds of bonds or other obligations are deemed spent for the purposes of Sections 103 and 141 through 150 of the Code, including the arbitrage yield restrictions and rebate requirements set forth in Section 148 of the Code, if the proceeds are used to reimburse expenditures made or incurred prior to the date of issue of the bonds or other obligations; and

WHEREAS, the Reimbursement Regulations require that a declaration of official intent to reimburse any such expenditure (*"Declaration of Official Intent"*) be made not later than sixty (60) days after payment of the expenditure, and that an allocation in writing evidencing the use of proceeds of a reimbursement bond to reimburse an expenditure be made within eighteen (18) months after the later of the date the expenditure is paid or the date the project is placed in service or abandoned, but in no event later than three (3) years after the expenditure is paid; and

WHEREAS, the Council of the City of Scottsdale (the *"City"*) wishes to take such action as is necessary or permitted to comply with the Reimbursement Regulations;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale as follows:

1. This is a Declaration of Official Intent within the meaning of the Reimbursement Regulations.

2. The City intends and reasonably expects that original expenditures made by the City for land acquisitions for the McDowell Sonoran Preserve (the *"Project"*) will be reimbursed in an amount not to exceed $50,000,000 from the proceeds of bonds, certificates of participation or other obligations to be issued by or on behalf of the City (*"Bonds"*) in the maximum principal amount of $50,000,000 for such purpose.

3. The City Treasurer and the Financial Services General Manager are each hereby authorized and directed to take any additional actions necessary to comply with the requirements of the Reimbursement Regulations so that the proceeds of the Bonds used to reimburse expenditures which are the subject of this Declaration of Official Intent will be deemed spent, including making an allocation in writing evidencing the City's use of proceeds of Bonds to reimburse an expenditure within eighteen (18) months after the later of the date the expenditure is originally paid or the date the Project is placed in service or abandoned, but in no event later than three (3) years after the original expenditure is paid.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona on January 21, 2003.

CITY OF SCOTTSDALE, ARIZONA,
a municipal corporation

By:_____
Mary Manross
Mayor

ATTEST:

By:_____
Sonia Robertson
City Clerk

APPROVED AS TO FORM:

SNELL & WILMER L.L.P.
Bond Counsel

By: William R. Hicks, III

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 16 GOAL: Short- and Long-term Economic Prosperity

SUBJECT

Selection of Developer and Project for the former Smitty's site at Granite Reef and McDowell Roads

REQUEST

Agreement for Exclusive Right to Negotiate, until May 20, 2003, with the RED Group LLC and Southwest Retail Group, Inc. as the selected development team from the Request for Proposal submittals for approximately 8.8 acres at NW Corner of Granite Reef and McDowell Roads

Related Policies, References:
Council action to approve purchase of site on January 8, 2001; Council presentation of May 14, 2001 regarding community desires for the site and possible mixes of use and direction to work with community groups on potential for their use of the site; EDAW's Master Planning Contract approval on February 19, 2002; Updates to Council on May 13, 2002 and July 1, 2002 with direction to move forward with the Developer RFP.

BACKGROUND

Last year, staff coordinated with the land planning firm of EDAW, a master planning effort that coordinated community input, development requirements and economic considerations to assist Council in determining how to move forward with the development of the City-owned property at the NW corner of Granite Reef and McDowell Roads. The results of this effort were presented to Council on July 1, 2002. That evening Council directed staff to send out a Request for Proposal (RFP) for 8.8 acres of the 13.1 acre site asking the development community to make proposals to the City sharing their vision for the site and the price that they would be willing to pay for the land that held the private portion of the site development.

This RFP was sent out to approximately 250 development and architectural entities on October 11, 2002. Staff provided legal notice of the City's intent to dispose of this property through the RFP process via newspaper advertisements and a number of newspaper articles were published regarding the City's RFP. Five development proposals were received on December 10, 2002. A brief synopsis of each is shared below (in alphabetical order) and each site plan is a part of Attachment No. 1.

1. Community Services of Arizona, Campbell-Hogue & Associates, Inc. And A & C Properties
Developer: Local developer of affordable and mixed-income housing communities in partnership with national developer of mixed income and market rate rental communities. They have a substantial number of senior (age-restricted)

Action Taken_____

communities throughout the southwest and northwest. Retail partner is established local developer/manager/owner of numerous retail projects.
Residential Uses Proposed: 160 Senior, independent living apartments, 2 & 3 story with interior loaded corridors to units. Building would have elevators. Common Area amenities for residents only would include dining room, smaller dining room for small private events, library and multipurpose room. Developer would be required to rent to seniors only (55 and over) as part of agreement with the City.
Apartment Rental Rates: Apartment rental ranges, including utilities, $550-$800 would be considered moderate rental rates for 1 & 2 bedroom units. Service charges would cover 2 meals/day plan and other added services. Annual rental rate increases would be capped. Rentals would be restricted to seniors with annual income less than $24,300 for a 1 bedroom and $27,800 for a 2 bedroom apartment.
Commercial Uses Provided: 15,000 to 18,000 square feet of neighborhood/convenience retail. Tenants would potentially include dry cleaners, mobile phone sales, beauty salons, barber shops, café-style restaurants (local or regional) and possible child care facility.
Public Benefit: Provides affordable rent restricted housing units, with optional services, to seniors with less than $27,000/year income for an extended timeframe. Provides 50% more square feet of neighborhood/convenience retail.
Land Proceeds to City:: $1,470,000 approx. up front cash for a long term lease with annual payments of $12,000. City or a designated non-profit entity could have option to purchase apartment community at end of 15-year period at below-market price. An additional $900,000 for land could be generated from a non-profit or municipal ownership of the assets to abate real estate taxes.

2. Pulte Homes Corporation
Developer: National home builder, publicly-traded company with a substantial Valley presence.
Residential Uses Proposed: 72 for-sale single-family detached product in cluster configuration, 1 & 2 story houses with square footage ranging from 1,250 - 1,800, private 2-car garages. Community area with pool, ramada and tot lot for residents only.
Sales Prices: Average home sales price of $174,000.
Commercial Uses Provided: None
Public Benefit: Provides new for-sale housing for families at slightly above market pricing in least dense configuration.
Land Proceeds to City: $1,776,640 approx., plus $140,000 towards shared expenses on proposed offsites such as undergrounding electric lines in alley, abondonment and landscaping alley to north, and rubberized pavement on McDowell Road.

3. RED Group LLC and Southwest Retail Group, Inc.
Developer: Local apartment developer in partnership with a local retail developer. The principals of both firms have a number of projects within the Valley that they have produced/developed over the last several years. Southwest Retail Group specializes in smaller retail centers in infill locations.
Residential Uses Proposed: 200 Senior, independent living apartments, 2 & 3 story buildings with interior loaded corridors to units. Building would have elevators. Common Area amenities for residents only would include media room, small kitchen and dining room for small, private events, library, multipurpose room and computer/business office center. Developer would be required to rent to seniors only (55 and over) as part of agreement with the City.
Apartment Rental Rates: Market rate rents - $650 - $850, plus upgrades, plus

utilities for studio, 1 bedroom & 2 bedroom apartments. Unit sizes would range from 525 square feet for the studios, to 675 square feet for the one bedroom, and 775 square feet for the 2 bedroom.
Commercial Uses Provided: YES. 10,000 square feet of neighborhood/ convenience retail. Tenants would potentially include dry cleaners, mobile phone sales, beauty salons, barber shops, café-style restaurants (local or regional) and similar tenants.
Public Benefit: Provides market-rate senior housing next to Senior Center, willing to provide funds towards shared recreational facilities with Senior Center. Provides new neighborhood/convenience retail.
Land Proceeds to City: $3,230,000 approx., plus $120,000 towards costs for shared recreational amenities with the Senior Center such as a pool and exercise facility.

4. Starpointe Communities
Developer: Local developer of condominium communities, both new construction and conversion, with a number of communities located in Scottsdale.
Residential Uses Proposed: 100 for-sale condominiums, with internal garages, 1 & 2 story buildings w/courtyards. Each Unit is on a single level with sizes ranging from 900 square foot one bedroom with den to 1250 square foot three bedroom unit. Community area with pool, spa and work out room for residents only. Purchasers are expected to be single women (with and without children), empty nesters and retirees.
Sales Prices: Condominium Sale prices between $110,000 and $155,000 plus an HOA fee.
Commercial Uses Provided: None
Public Benefit: Provides new for-sale condo housing at lower pricing than area single family homes, slightly higher than existing condo/townhome communities. Gives alternative (no yard maintenance) lifestyle choice. Site Plan gives Senior Center & community theater good window onto McDowell Road.
Land Proceeds to City: $2,050,000 approx.

5. Trend Homes of Arizona and AVB Development Partners, LLC
Developer: Valley homebuilder with numerous projects in the metro area over the last 8 years in partnership with established commercial developer with offices in Phoenix and southern California.
Residential Uses Proposed: 125 attached for-sale houses with internal garages, 2 & 3 story buildings in an open, green-belt environment. Each home is 2 or 3 stories within itself, you do not live above another unit. Home sizes range from 1,250 square foot 2 bedroom to a 1650 square foot three bedroom unit. Community area with pool, ramada, barbeque area for residents only. Purchasers are expected to be young couples (with and without children), single parents, empty nesters/retirees.
Sales Prices: Sales prices range from $135,000 to $150,000 for homes plus HOA fees.
Commercial Uses Provided: Yes. Approximately 12,000 square feet of neighborhood/convenience retail within 2 commercial pads. Tenants would potentially include dry cleaners, mobile phone sales, beauty salons, café-style restaurants (local or regional), financial institutions and similar tenants.
Public Benefit: Provides new for-sale housing for families, single parents, and empty nesters at affordable pricing, slightly below current market for single family homes, and provides neighborhood commercial/retail uses.
Land Proceeds to City: $3,000,000 approx.

ANALYSIS & ASSESSMENT

All five proposals are being evaluated based on the criteria outlined in the RFP and shown in Attachment No. 2. Because of the complex nature of the development proposals, the financial information was more thoroughly reviewed by a member of the Master Planning team, Economic Research Associates. All five of the development teams represent experienced firms with the staff and financial resources to move forward on their development within a reasonable time frame and a minimum of issues.

Recent staff action. A team of inter-departmental (Economic Vitality, Senior Center, Planning, Capital Projects Management, Citizen and Neighborhood Resources) staff members reviewed the proposals, and then conducted interviews of all five development teams on January 6th and 7th to further explore the details and parameters of each proposed project and development team. A summary score sheet is included as Attachment No. 3. The staff team felt that the RED Group was the most responsive to the City's requests.

Additionally, on Open House was held on January 13th to give the neighborhood a chance to review the proposals, talk to each of the groups, and make written comments on the proposals. The Open House drew 200 residents. The comments received are summarized on Attachment No. 4.

Agreement process and terms. This Exclusive Right to Negotiate allows the City and RED Group to work together on an Agreement that would cover the future development program for the entire 13.1 acre site and disposition of the approximate 8.8 acres on this site. The next step would be to bring forward the Agreement for Council's approval on or before May 20, 2003. After an approval of the business terms, the project would enter, with the Adult/Senior Center and Community Theater, the City's zoning process for rezoning and then Design Review approval.

Significant issues to be addressed. Council will have to weigh the potential community benefit and request for neighborhood retail and a sit-down family restaurant; senior housing, either at market rate or at an affordable level; and community uses with the respondents' projects and financial proposals. There are five (5) distinct types of residential development represented with a minimum of neighborhood retail. No pads for sit-down family style restaurants were proposed and little or no community space was provided. The proposed projects reflect the effect of the current mortgage market, metro-Phoenix's current high office and retail vacancy rates, as well as the densities required to provide a land return to the City for this property.

Policy implications. Council's choice will help to set a precedent with regards to the type of new development in the area, return on investment that the City looks for in revitalization projects, and the public/private partnerships that can be created to bring forward a new vision.

Community involvement. Over the past two years there has been significant community involvement regarding the type of development that the citizens would like to see at this location – a preference for mixed use containing the Senior Center, neighborhood retail, a sit-down family style restaurant was shown overall. Many comments were received supporting Senior Housing on the site, office, community and non-profit uses. The five proposals were shared with the community on January 13th in an open house with the summarized comments shared as Attachment #4 to this report.

RESOURCE IMPACTS

Available funding. There is no specific funding that has been set aside for the overall development of this site. Any funding required for the due diligence, negotiation of this agreement, or the future zoning and development of the entire 13 acre site will come from either the developer (for the private development portion) or future requests brought forward to Council (for the public development). The Senior Center's Bond funding for its development and construction and the McDowell Streetscape Improvement funding will be used for those specific portions of the development of this site.

Funds received from the Developer for the land on which the private development is built are slated to be returned to the Economic Stability Fund in order to repay the $4.71M expended from that fund for this property. Based on RED Group's proposed acquisition price of $3.2 million, plus the Senior Center's pro-rata share of land cost (approximately $1.1 million) to be paid from bond funds, the City should recover about $4.3 million of its investment, or approximately 90%.

Staffing, workload impact. The decision to move forward with this project into a negotiation stage will entail substantial impact to staff workload within the Economic Vitality, Planning, Capital Project Management, and the City Attorneys offices. Staff is looking forward to working together with a development team to bring forward a new development with both municipal and private uses at this site as quickly as possible.

OPTIONS & STAFF RECOMMENDATION

Council has the following five (5) Options:

A) Council may accept the staff recommendation of RED Group, LLC;
B) Council may determine that another development team is a better choice;
C) Council may ask staff to reject all of these proposals and send out another RFP with different parameters;
D) Council may direct staff to send the property to auction;
E) Council may elect to continue to hold the 8.8 acres while we move forward with the Senior Center development and wait for better economic times.

Description of Option A (Recommended Approach):
Staff recommends that the development team of RED Group LLC and Southwest Retail Group Inc., who have proposed a senior rental housing and retail project, be selected as the development project to move forward with in an Exclusive Right to Negotiate until May 20, 2003. Staff recommends a period not less than 120 days so that staff and the developer may work through their due diligence on the property, negotiate the business terms, agree on mutually satisfactory development details and have an executable Agreement drawn up and reviewed by legal counsel prior to bringing it forward to the Council.

Description of Option B:
Select a different team: Council may select a different development team and project to move forward based on the other four proposals received, as listed below:

Community Services of AZ , Campbell-Hogue Associates, and A & C Properties
Pulte Homes Corporation
Starpointe Communities LLC
Trend Homes and AVB Development Partners, LLC

Description of Option C:
Reject all proposals and send out a new RFP: Staff does not recommend this option as the timeframe required to do so would put this project off for an additional 3-4 months and may or may not bring forward proposals that would allow for different uses or additional funds.

Description of Option D:
Send the property to auction: Staff does not recommend this option as the parameters for an auction will not allow for the same level of negotiation and oversight that an Development Agreement would on a site where municipal uses will share the property with the private development. No guarantee would be available that more funding would be possible through this Option and very little time would be gained.

Description of Option E:
Hold the site for future development: If Council is determined to have a use on the site that has not been proposed or wishes to sell the property for a larger sum than proposed, then Council should wait on the development of the remaining 8.8 acres and move forward only with the Senior Center. Staff does not recommend this option due to the desire by the community for forward movement in the development of the entire site and action along the McDowell Corridor.

Proposed Next Steps: The next step is to send the attached draft Negotiation Letter (Attachment No. 5) to the selected Developer and to begin working out the key items for due diligence, design parameters and business negotiations in order to bring forward an Agreement within the designated timeframe.

RESPONSIBLE DEPT(S)

Economic Vitality

STAFF CONTACT(S)

David Roderique, General Manager Economic Vitality Department, 480-312-7601, droderique@scottsdaleAZ.gov

Laurel W. Edgar, Economic Vitality Department, Revitalization Manager, 480-312-7313, ledgar@scottsdaleAZ.gov

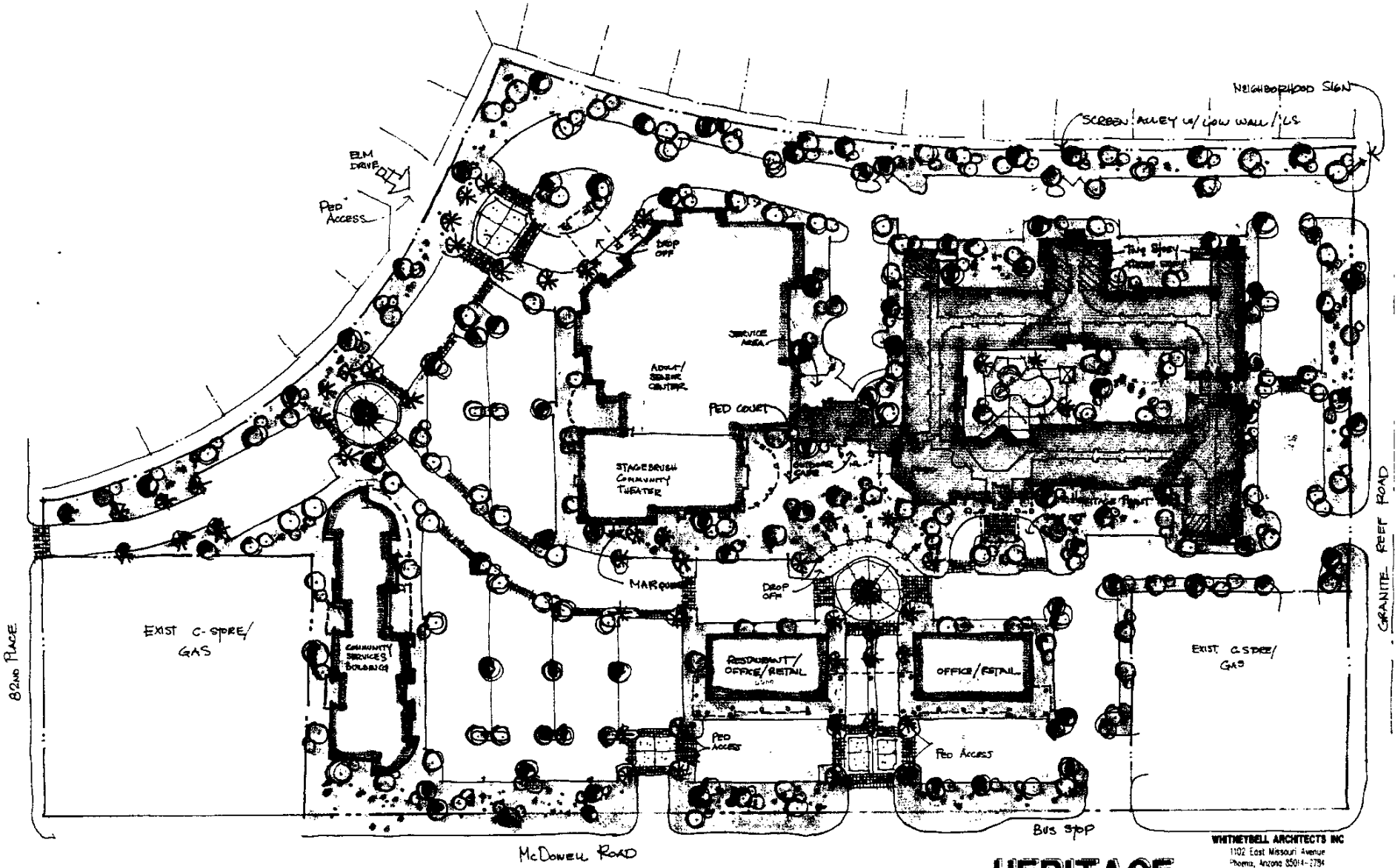
APPROVED BY

David Roderique — 1/14/03
General Manager, Economic Vitality — Date

Jan Dolan — 1/14/03
City Manager — Date

ATTACHMENTS

1. Site Plans for each Proposal (5)
2. RFP Selection Criteria Sheet
3. Summary Scoring Sheet
4. Citizen Input Summary
5. Draft Negotiation Letter



PRELIMINARY MASTER PLAN

SCALE 1" = 50'-0" 0 25 50' 100'

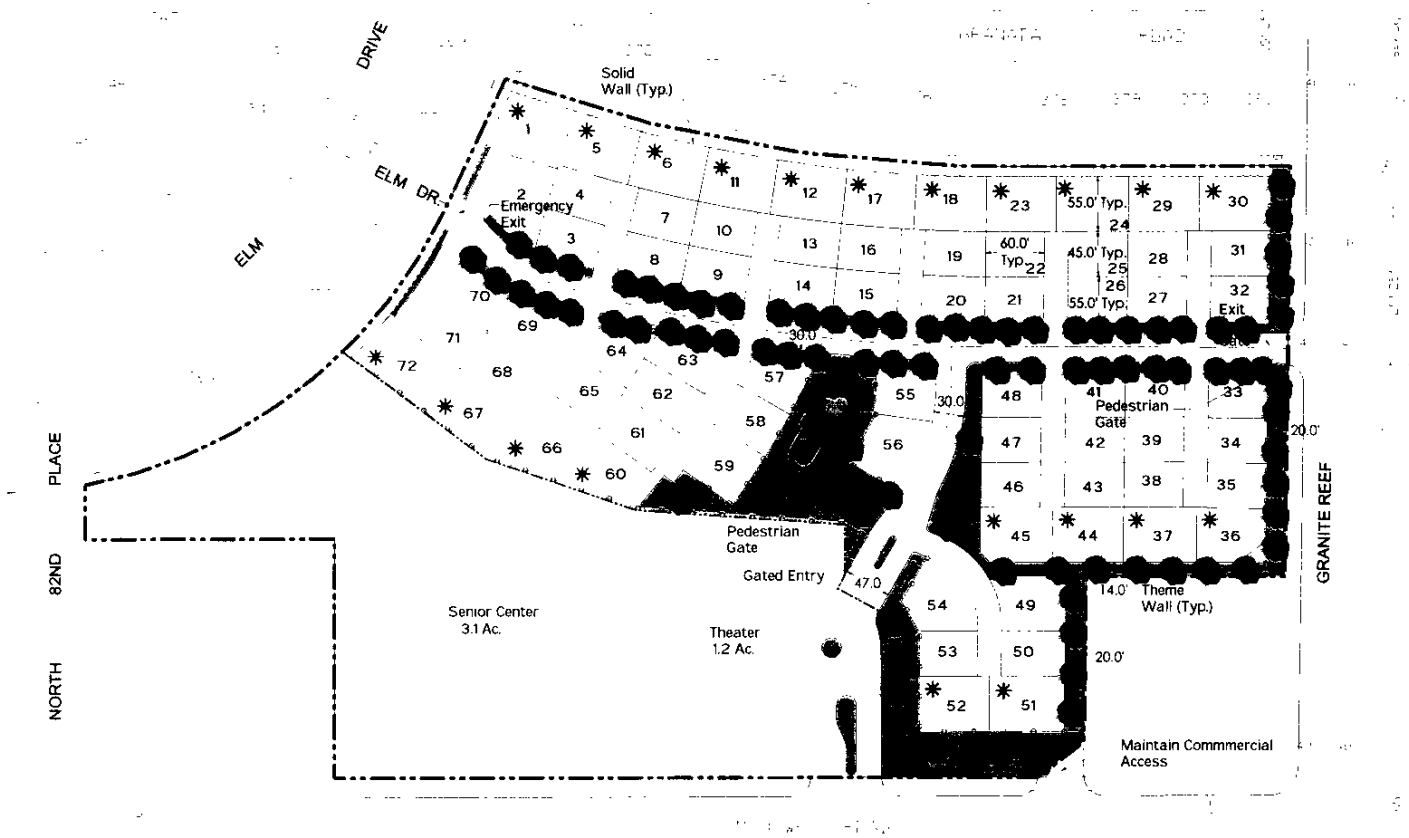
CSA/CHA

HERITAGE POINT

SCOTTSDALE, ARIZONA

WHITNEYBELL ARCHITECTS INC
1102 East Missouri Avenue
Phoenix, Arizona 85014-2784
(602)265-1891
ARCHITECTURE AND PLANNING

1)



Plan Data

Gross:	14.43 Ac.
Net:	13.1 Ac.
Res. Parcel	8.80 Ac.
Units:	72
Density:	8.18 Du/Ac.*
Senior Ctr.:	3.10 Ac.
Theater:	1.20 Ac.

* Net Density

✱ Single Story Only

Typical Cluster N.T.S.

Scottsdale RFP

McDowell Road and Granite Reef Road

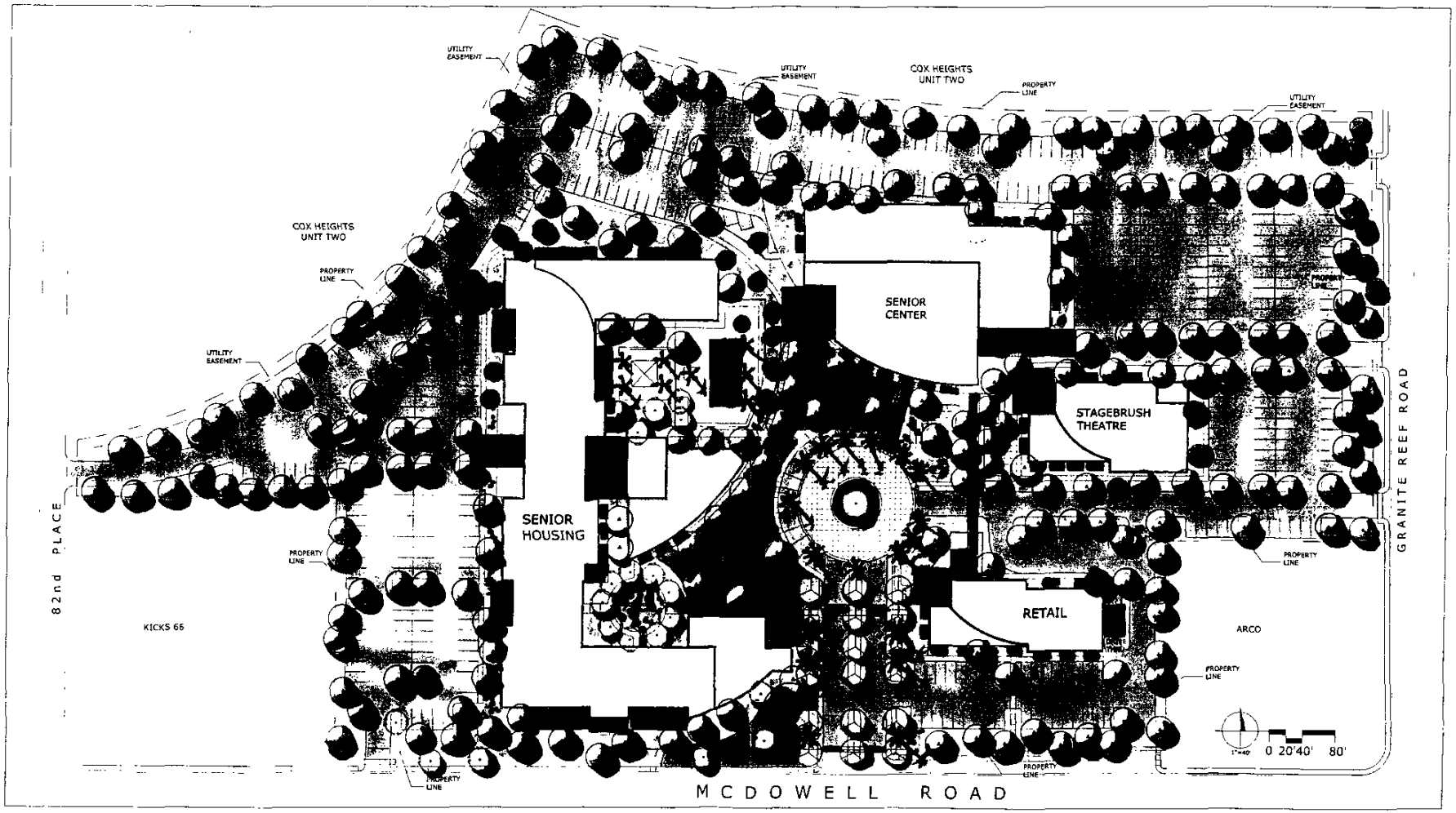
PULTE HOMES

Job #: 0265
Date: 12-30-02

SCALE: (+/-) NORTH

LVA Urban Design Studio L.L.C.

2)



RED GROUP

REAL ESTATE DEVELOPMENT GROUP
SCOTTSDALE, ARIZONA
TELEPHONE 480.948.5060
FACSIMILE 480.948.5161
WWW.REDGROUPLLC.COM

CITY OF SCOTTSDALE ARIZONA

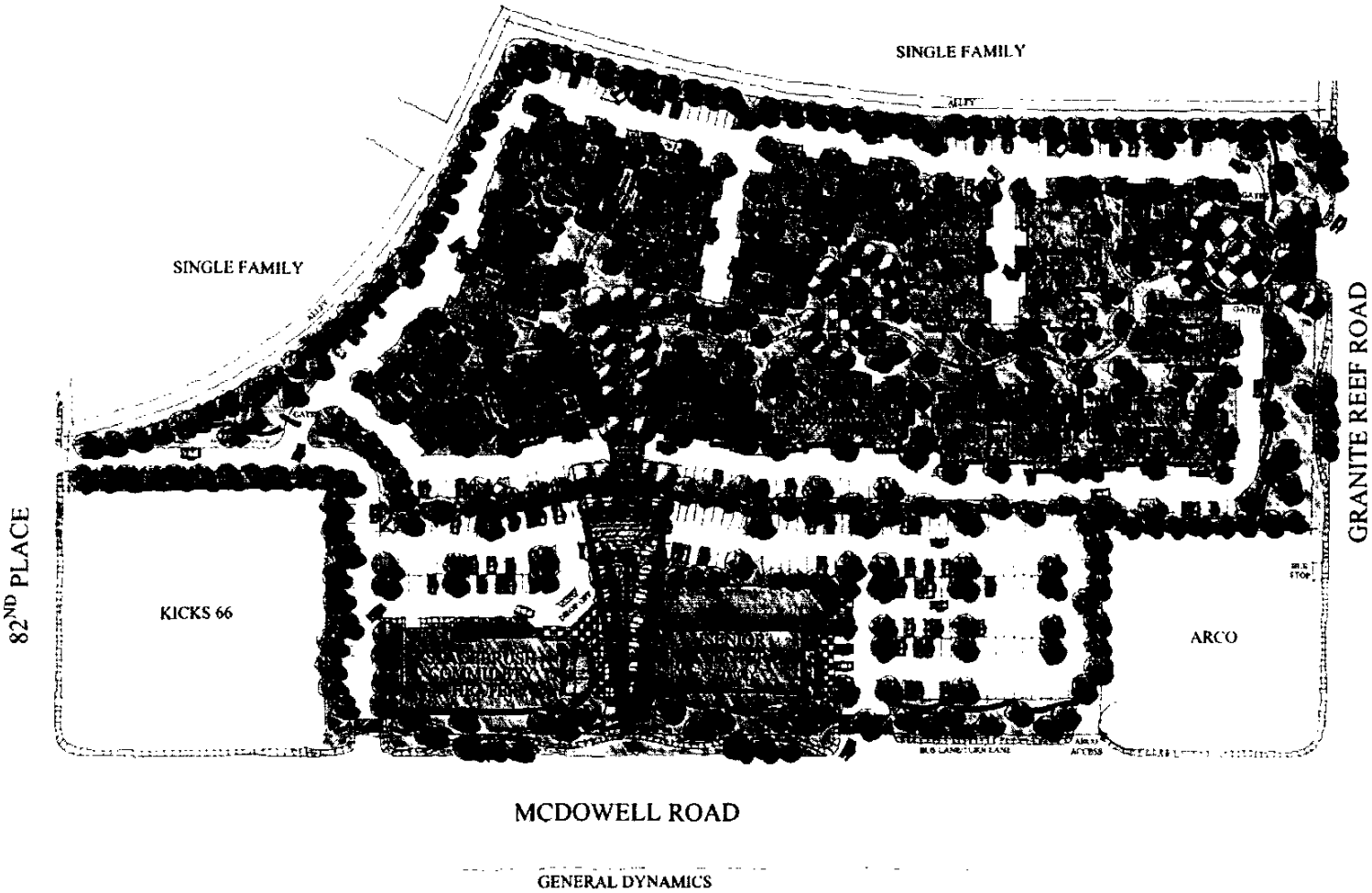
mcdowell village

a development proposal for the nwc of mcdowell & granite reef roads
scottsdale, arizona

conceptual site plan
10 december 2002

A-1

3) RED GROUP



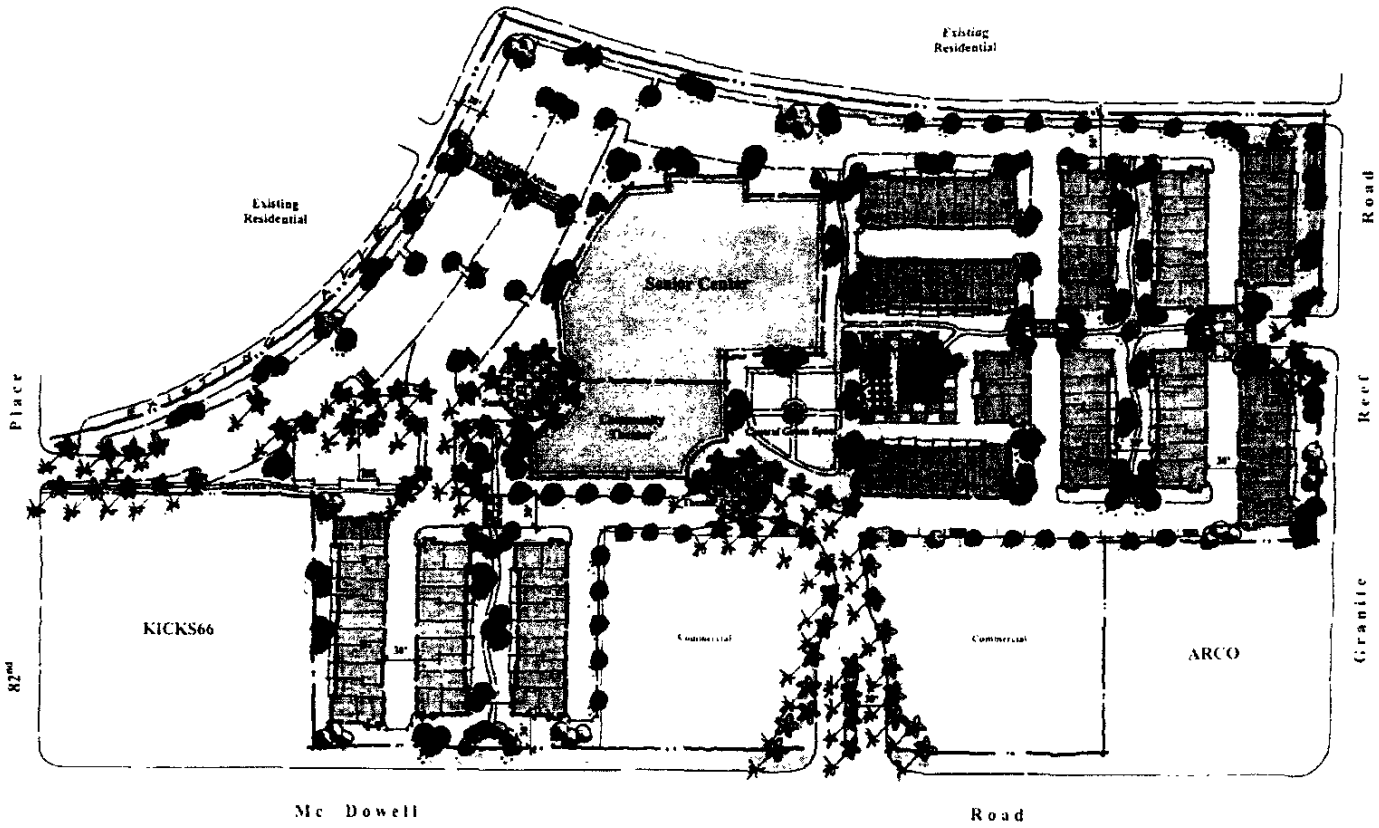
SITE PLAN

STARPOINTE ● GRANITE REEF

SCOTTSDALE, AZ

STARPOINTE

4) STARPOINTE



LEGEND

LAND USE	ACRES	UNITS	DENSITY
Residential	6.81 Ac	125	18.4 DU/Ac
Senior Center/ Community Theater	4.30 Ac	-	-
Commercial	2.00 Ac	-	-
TOTAL	13.11 Ac	125	18.4 DU/Ac.

PARKING	SPACES
Garages	250
Open Spaces	230
TOTAL	480

ILLUSTRATIVE SITE PLAN

McDowell Road & Granite Reef

SCOTTSDALE, ARIZONA

Trend Homes of Arizona

KTGY NO 2002538

0 25 50 100

KTGY GROUP, INC.

12/10/02

5) TREND HOMES

CAR 1-21-03
Granite Reef
+ McDowell

Attachment #2

Selection Criteria

The City intends to select a developer with whom to enter into Exclusive Negotiations based on information submitted by the developer; the quality of the project proposed; interviews; investigation of developer projects; history and performance in previous undertakings; and other pertinent factors. The following criteria will be used by the City in evaluating the developer submitting responses to this RFP.

In general, the type of project and the economics of the project will be the most important factors to be considered:

- Project Proposed – Specifics of program proposed for the Property.
  - Overall quality level of project proposed.
  - Adequate or better provision of key elements of the project.
  - Scale of project, property utilization, design quality, and physical relationship to surrounding community.
  - Amenities to be provided

- Economic terms
  - Disposition structure proposed, anticipated payments to the City through sale or lease, and present value compensation to the City.
  - Financial Capability.
  - Ability to raise equity/debt funds.
  - Current relationship with lenders.
  - Current financial position based on review of two of the developer's most recent audited financial statements (to be submitted confidentially).

- Developer Experience
  - Economic success and design quality
  - Quality and success of other types of development
  - Ability to maintain high level of operations
  - Previous revitalization projects
  - Ability to obtain financing
  -

- Other projects, which the developer is currently undertaking, or expects to undertake, during the development period of the City's property.

- Other factors which the City will view favorably.
  - Potential for community support.
  - Public benefit.
  - Uses and attributes that are beneficial to the City and its interests, including space for non-profit users.
  - Potential synergies with the adjacent municipal uses (the Senior Center and Stagebrush Community Theater).

ATTACHMENT 3

SUMMARY of INTERVIEWS		GRANITE REEF/MCDOWELL ROADS DEVELOPMENT RFP							
1/7/03		Firm Names							
FIRM	POSSIBLE POINTS	Community Services of AZ, Campbell-Hogue	Pulte Homes	Red Group	Starpointe	Trend Homes			
Project Proposal	30	25	17	24	16	20	0	0	0
Economic Terms	25	13	16	21	18	21	0	0	0
Developer Experience	20	17	17	15	15	16	0	0	0
Developer's Other Projects & Capacity	5	3	6	5	5	6	0	0	0
City Factors	20	16	10	17	11	15	0	0	0
checkline	-	73	67	82	66	78			
TOTAL POINTS	100	**74**	**67**	**82**	**66**	**78**	0	0	0
RANK		**3**	**4**	**1**	**5**	**2**			

Staff Comments on Assessment of Proposals

Proposal 1: Community Services/Campbell-Hogue & Assoc. and A & C Properties

Project Proposal:	Good site plan, integrating uses and neighborhood. Development team showed flexibility and willingness to work with City on tweaking site plan and elevations
Economic Terms:	Least cash up front to City; long term lease.
Developer Experience:	Good experience with this type of project, both senior apartment and retail developers
Developer's Capacity:	Project financing will probably take longer to achieve than other projects – requires bond financing, state tax credits, grants, etc.
City Factors:	Provides affordable housing for the area's seniors with potential for additional meal and transportation services.

Proposal 2: Pulte Homes

Project Proposal:	Site plan shuts off neighborhood with gated community, would limit Senior Center and community theater parking due to non-sharing of spaces and does not address citizen request for new retail.
Economic Terms:	Cash to City is low due to low density of product.
Developer Experience:	Company is one of largest homebuilders in the nation.
Developer's Capacity:	Highest capacity among teams.
City Factors:	Provides new residents with good income level, doesn't integrate with Senior Center or provide any amenities to the neighborhood. No commercial component.

Proposal 3: RED Group LLC and Southwest Retail

Project Proposal:	Good site plan, with nice integration of uses. Integrates with neighborhood well, while providing good buffering.
Economic Terms:	Highest cash to the City.
Developer Experience:	Apartment developer is new entity created by experienced developers from various companies, but company has little direct experience. Can they secure financing? Retail developer is established and focused on this market niche.
Developer's Capacity:	Strong commitment; can focus on this site.
City Factors:	Provides good mix of commercial uses and good synergy with Senior housing next door to the Senior Center.

Proposal 4: Starpointe Communities

Project Proposal:	Good product and site plan, but no commercial provided. Shuts of project from neighborhood with gates and fences.
Economic Terms:	Cash to City is low due to low density of product.
Developer Experience:	Good track record and excellent reputation.

Developer's Capacity:	High capacity
City Factors:	Provides new product with high end look within moderate price range, doesn't integrate with Senior Center or provide any amenities to the neighborhood. No commercial component.

Proposal 5: Trend Homes

Project Proposal:	Site Plan integrated with Senior Center and open to community. Three story townhome/brownstone product is new to area and may be too dense. Provides commercial for neighborhood. Developer showed willingness to work with staff on adjusting site plan to provide 2 story end caps, improved circulation and better window for theater.
Economic Terms:	Cash to City is 2nd highest, closely behind RED Group. Cash available for land may be adjusted in order to provide parking spaces required for all site uses and second story buffering for neighborhood.
Developer Experience:	Good track record and reputation in other Valley cities, does not have projects in Scottsdale
Developer's Capacity:	Established Valley homebuilder with current pipeline of 1000 homes per year.
City Factors:	Potential parking issues with density on site, provides commercial uses, provides new entry level housing.

ATTACHMENT 4

CITIZEN COMMENTS SUMMARY
GRANITE REEF & MCDOWELL ROAD RFP – OPEN HOUSE
January 13, 2003

Proposal #1 – **Community Services of Arizona/Campbell-Hogue & Associates, Inc., and A & C Properties:** 160 subsidized Senior, independent living apartments, 15,000-18,000 square feet of neighborhood/convenience retail, and potential no profit uses.

- Substantial number of people liked this proposal overall – especially senior housing, affordable rental structure, and capped rental increases
- A number of positive comments about the elevations/looks of the project
- Positive comments about possible child care center or YMCA use and the amount of retail.
- Of those making comments about the affordability housing issue – more than three times as many made positive comments as for those that made negative comments on this subject.
- Some disliked 3 story product and rental apartments
- Small numbers expressed need for a family restaurant, felt rents were too high for area seniors, were concerned about long term viability, and felt proposal didn't have enough parking.

Proposal #2 – **Pulte Homes Corporation:** 72 for-sale single-family detached homes.

- A number of people liked the single-family home concept, felt it was a good fit for the neighborhood, had an attractive product/project, and believed that it would raise property values in the area.
- Slightly more people disliked this plan that those that liked it. Some people felt that this plan was too dense and did not provide for any retail/restaurants.

Proposal #3 – **RED Group LLC and Southwest Retail Group, Inc.**: 200 market rate senior, independent living apartments, and 10,000 sq. ft. of neighborhood/convenience.

- Substantial number of people liked this overall plan, especially the senior housing – of those who expressed a ranking, this received the most top choices
- Generally liked the retail, but desired to see more of it
- A few people expressed a dislike for rental units/apartments
- A few felt that it was too expensive for seniors and needed to be more affordable or didn't like the height.

Proposal #4 – **Starpointe Communities LLC:** 100 for-sale condominiums.

- Slightly more people expressed that they liked this project over those that opposed it.
- A number of people liked the landscaping and "nice look" of plan/product.
- An equal number of people commented that it fit/didn't fit with the neighborhood.
- A number of negative comments were made regarding the lack of retail/restaurant space.
- Some did not want condominiums.

Proposal #5 - **Trend Homes of Arizona and AVB Development Partners, LLC:** 125 attached for-sale houses with internal garages, and 12,000 square feet of neighborhood/convenience retail.

- A substantial number of people liked the overall design of this plan/product, but a greater number disliked the design.
- The project's density and height were the biggest concerns.
- Some people felt that this project was too affordable, didn't have senior housing, or wanted more retail/restaurant space.

Overall, the key themes heard from the neighborhood were:

- They liked the senior housing components
- There was concern that none of the projects had as much retail and neighborhood services as they had anticipated
- Design treatments of the "edges" adjacent to the existing neighborhood are important (i.e. landscaping, buffering, heights, status of the alley, etc.)
- There were strong feelings both for and against having any affordable housing component
- Do no delay the project any longer – it's taken too long already

CAR - 1/21/03
Granite Reef +
McDowell

ATTACHMENT #5

January 23, 2003

Development Company Name
Key Contact
Developer Address

Re: NE corner Granite Reef & McDowell Roads
Approximately 8.8 acres
Exclusive Right to Negotiate

Dear _____:

The letter will confirm that at the regular meeting of January 21, 2003, the City Council of the City of Scottsdale authorized staff to enter into exclusive negotiations with _____ for a period of time ending on May 20, 2003. The purpose of the exclusive negotiation period (the "Negotiation Period") is to provide an opportunity for staff of the City of Scottsdale (the "City"), and representatives of _____ (the "Developer") to negotiate in good faith a proposed Redevelopment Agreement (the "Agreement") to be forwarded to the City Council for consideration. The Agreement, if adopted by Council, would provide for the disposition and development of certain real property located at the intersection of Granite Reef and McDowell Roads in the City of Scottsdale, Arizona (the "Site"). Please refer to the attached "Map of the Site".

During the Negotiation Period, the City agrees to not negotiate with any other person or entity regarding development of the Site or any portion thereof. The duration of the Negotiation Period shall be for 119 days expiring on May 20, 2003. If upon expiration of the Negotiation Period, the Developer and the City have not completed negotiating an Agreement, the Exclusive Right to Negotiate shall terminate, unless the Negotiation Period has been mutually extended by the City and the Developer. In any case, the City reserves the right to terminate the Exclusive Right to Negotiate at any time if in our sole judgment the negotiations are not progressing.

In the event no agreement can be reached with the Developer, the City may approach other respondents to the Request for Proposals to initiate discussions concerning their redevelopment proposal. Other possible courses of action would be to pursue additional proposals through a new Request for Proposals, pursue negotiations with any other interested party, or choose to delay development of the Site at this time.

Please acknowledge your concurrence with the contents of this letter by signing below and returning the original to the City. We look forward to working with you in developing a successful project.

Sincerely,

David Roderique
General Manager, Economic Vitality
City of Scottsdale

Acknowledgment:

_____
Key Principal
Developer Company Name

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 17 GOAL: Preservation Character

SUBJECT

Management Services Agreement between the City of Scottsdale and the Scottsdale Cultural Council for Management of Art/Cultural Services in the City.

REQUEST

Consider extension of the Amended and Restated Management Services Agreement, Contract #970044, between the City of Scottsdale and the Scottsdale Cultural Council or provide other direction to City staff.

Related Policies and References:
Amended and Restated Management Services Agreement, contract 970044, dated October 7, 1997.

BACKGROUND

In 1967, the City Council created the Scottsdale Fine Arts Commission and charged its members with the responsibility for recommending policies relating to the visual and performing arts. The Commission established criteria for the acceptance and acquisition of public art. As a result of their work, the Scottsdale Center for the Arts was opened in 1975 as a key element in the Downtown Redevelopment Project. At that time, the Center for the Arts was operated as a City program with City staff.

The Scottsdale Arts Center Association (SACA) was created as a non-profit corporation in 1974 to develop private support for the Center for the Arts. SACA provided fund-raising, program underwriting, membership opportunities and volunteer assistance. An outgrowth of SACA, the Men's League was founded in 1978 to support the Center for the Arts primarily through fund-raising for capital improvements.

By 1985, the administrative, programming and fund-raising roles and responsibilities of the City, SACA, Men's League and the Fine Arts Commission were overlapping and confused. The City determined that an evaluation of the status of the Arts in Scottsdale was necessary to develop a long-term plan aimed at maintaining a leadership position in the Arts Community in the Valley. As a result, Bailey Consulting Associates was hired in 1985 to prepare a Cultural Master Plan. The City Council appointed a citizen task force to respond to the Bailey Plan with a more specific set of recommendations.

In addition to identifying general priorities in arts programming and facilities development, the task force recommended the creation of a private non-profit corporation to provide cultural management services for the City. The task

force also advised that a professional consultant be hired to design the work plan needed to implement the task force recommendations. In October of 1986, the City contracted with The Wolf Organization to assist with the implementation of the cultural plan. Dr. Thomas Wolf submitted his report in March 1987 which specifically outlined a transition process necessary that would bring the Scottsdale Cultural Council into existence. The City Council adopted the Transition Plan and requested local citizens to incorporate as a non-profit organization as described in the Wolf and Task Force reports. In June of 1987, the committee was incorporated as the Cultural Council of Scottsdale (this name was later changed to Scottsdale Cultural Council). The Cultural Council then contracted with a search firm to recruit and hire a President and Chief Executive Officer who was hired in August of 1987.

The Cultural Council then added additional board members, approved a staffing structure, and adopted a mission statement and a transition year budget. Senior staff members were hired between December 1987 and March 1988. Negotiations with SACA and the Men's League to define the relationship between these groups and the Cultural Council were initiated. After these negotiations, a communitywide needs assessment was completed that helped the Cultural Council focus on program and audience priorities and major needs as follows:

- Leadership in the Arts.
- Funding and financial support for the Arts.
- More opportunities for community involvement in the Arts.
- Improved and increased programs in art education.
- Better marketing and promotion of the Arts.
- Higher quality and increased numbers of Arts programs.
- Improved accessibility to Arts events.

In 1988, SACA, merged with the Cultural Council and transferred its 2,400 members to the Cultural Council. The Men's League retained its status as an independent tax-exempt non-profit corporation and financially supports Arts activities through its fund-raising programs like the Scottsdale Culinary Festival. The City Council then disbanded the Fine Arts Commission. On June 20, 1988, the City Council authorized contract number 870427, a Management Services Agreement between the City and the Cultural Council and contract number 870433, the Assignment of Contracts and the Assumption of Liabilities to the Cultural Council. This was the last step in the transition plan to place responsibility for the management and administration of the arts and cultural services with the Cultural Council. The initial term of the contract was for five years with an option to renew for an additional five years. Since that time, the City Council made the following adjustments to the contract:

<u>January 16, 1989</u>: Added administration of the City's Public Art Program.

<u>August 21, 1990</u>: Allowed the Cultural Council to use two rooms on the second floor of the Center for the Arts and established responsibilities.

<u>June 14, 1993</u>: Renewed the 1988 agreement and clarified language.

<u>October 7, 1997 (existing contract)</u>: Amended and Restated the Management Services Agreement to add management of the Scottsdale Museum of Contemporary Art to the responsibilities of the Cultural Council and clarified responsibilities of the Cultural Council.

The existing contract with the Cultural Council ends on June 30, 2003, but is renewed automatically for two additional five (5) year periods, unless it is sooner terminated, or either party gives notice of an intent not to renew. Notice of intent not to renew shall be given in writing, not less than six (6) months prior to the expiration of the initial term, or renewal term, as applicable. The Cultural Council and the City have agreed to allow the notice of intent requirement to extend until January 27, 2003. Based on City Council direction at the January 21, 2003 City Council meeting, City staff will implement the decision.

ANALYSIS & ASSESSMENT

The terms of the existing Cultural Council contract acknowledges the Cultural Council as the principal organization through which arts and cultural activities will be undertaken in the City and shall act as the official advisory and planning body on the arts and culture for the City. Major specific responsibilities that have been identified for the Cultural Council are as follows:

- Preserve, maintain and exhibit the fine art collection of the City.
- Siting and selection of public art and the administration of the public arts program.
- Developing an arts master plan.
- Review funding requests from arts and cultural organizations and determine how monies should be allocated to organizations seeking funding.
- Develop and implement programs/projects that enrich the cultural life of the City.
- Plan and support programs that extend community resources to school age youth.
- Supplement City funds from this contract with grants, donations and by developing revenue-generating activities.
- Management and operation of the Scottsdale Center for the Arts (SCA), the Scottsdale Museum of Contemporary Arts (SMOCA), and the scheduling and reservation of Scottsdale Mall.

As identified in the contract, the City and the Cultural Council share maintenance responsibilities for both the SCA and SMOCA. The Cultural Council basically pays for daily maintenance, custodial servicesand utilities, while the City is responsible for major maintenance of these City owned facilities such as exterior painting, HVAC systems, roofing, elevators, and other major infrastructure. The City is also responsible for all maintenance of Scottsdale Mall.

In addition to the above responsibilities, the Cultural Council must provide the following on a yearly basis to assist the City in reviewing Cultural Council yearly activities:

- An outside financial audit by an independent certified accounting firm.
- An updated inventory of City owned art and major equipment.
- Two oral reports to the City Council each year describing activities of the past six months.
- A written report to the City by September 30 each year which includes expenditures, revenues and program activities.

Other monitoring purposes include monthly meetings between the City Contract Administrator and the President, Chief Executive Officer of the Cultural Council, Frank Jacobson, to discuss plans and issues. Attendance at

Cultural Council Board Meetings and review of financial/program reports by City staff is done regularly. The City Council and City Executive staff also attend Cultural Council programs and events for monitoring and evaluation purposes.

The City Council can from time to time add any new City-owned arts and cultural facilities to Cultural Council responsibilities. The City shall determine, with advice from the Cultural Council, the primary use of the new facility, the primary tenant, if any, the anticipated costs of operation and the source of operating funds for the new facility.

The City or the Cultural Council can terminate the agreement without cause or reason after giving the other party one-hundred-eight (180) days written notice.

Over the years of the contract with the Cultural Council, the yearly citizen survey has indicated that approximately 90% of those surveyed indicated that arts/culture in Scottsdale are good or very good. Approximately 300,000 citizen contacts are realized each year from the programs and services offered to the community as a result of this contract.

RESOURCE IMPACTS

This contract requires that the City Council approve a yearly Financial Participation Agreement which authorizes the funding that the Cultural Council will receive from the City. The contract suggests a yearly funding increase at a rate of three percent (3%) annually. The amount of any appropriation however, is at the sole discretion of the City Council. The Cultural Council has the option to submit supplemental decision packages or capital improvement project proposals for consideration by the City Council on the City's budget schedule. For fiscal year 2002/2003, the City Council approved, on June 4, 2002, a $2,780,596 financial contribution to the Cultural Council.

During the initial year of the contract with the Cultural Council, the City's financial contribution was approximately 60% of the Cultural Council's budget. Over the past 14 years, the City's financial contribution has been reduced to approximately 30% of the Cultural Council's budget. Typically 40% of their budget is from earned revenue from ticket sales, events and concessions while 30% is from contributed revenue including donations, memberships and grants. The remaining 30% is from the City's financial participation.

This fiscal year, the Cultural Council's planned revenue is $6,265,000 from earned and contributed revenue and $2,780,596 from the City for a total of $9,045,596. Due to current economic conditions, the actual revenues may change by the end of the fiscal year. Over the years, the Cultural Council has proven to be a more effective fund raising entity than when the arts/cultural program was administered by the City.

The financial participation by the City for fiscal year 2003/2004 will be determined by the City Council during that year's budget process which is currently in progress. The base amount of $2,780,596 has been identified in the budget submittal of the Community Services Department. The actual contribution, if different than the above amount, will be determined by the City Council as part of the fiscal year 2003/2004 Financial Participation Agreement required by the existing contract.

OPTIONS & STAFF RECOMMENDATION

DESCRIPTION OF OPTION A:
Renew the existing agreement as is for an additional five (5) years as allowed in the contract.

DESCRIPTION OF OPTION B:
Direct staff to meet with the Cultural Council and resolve any City Council concerns and renegotiate the contract with performance based measures prior to the June 30, 2003 expiration date. This would also allow the Cultural Council to request changes to the existing contract that would respond to their concerns and financial issues.

DESCRIPTION OF OPTION C:
Terminate the contract with the Cultural Council, adjust contract terms if needed and prepare an open bid process for management and operation of the City's arts/cultural programs and facilities or bid components of the programs and/or facilities.

As the Cultural Council was specifically incorporated to provide the services identified in the initial contract, it may be difficult to find agencies who have the expertise to fulfill the terms of the contract and the ability to raise approximately 70% of their budget.

RESPONSIBLE DEPT(S)

Community Services Department

STAFF CONTACT(S)

William Exham, General Manager
Community Service Department
480-312-2377
bexham@scottsdaleaz.gov

APPROVED BY

William J.S. Exham, Jr. — Date 1/8/03
Community Services General Manager
bexham@scottsdaleaz.gov

Barbara Burns — Date 1/8/03
Assistant City Manager
bburns@scottsdaleaz.gov

ATTACHMENTS

1. Contract #970044, Management Services Agreement with Cultural Council
2. Fiscal Year 2001/2002 Financial Audit
3. Fiscal Year 2001 Annual Report

OCT 1 8 1997

Contract #970044

AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF SCOTTSDALE AND THE SCOTTSDALE CULTURAL COUNCIL

This Amended and Restated Management Services Agreement ("Restated Agreement"), is made and entered into this 7th day of October 1997, by and between the City of Scottsdale, an Arizona municipal corporation ("City") and the Scottsdale Cultural Council, an Arizona non-profit corporation ("Cultural Council"), collectively referred to herein as the "parties".

RECITALS

1. On or about June 2, 1987, the Scottsdale Cultural Council, an Arizona non-profit corporation, was formed to provide advisory and management services with regard to the arts and cultural programs and facilities of the City. On June 20, 1988, the parties entered into a management services agreement ("Original Agreement"), pursuant to the terms of which the Cultural Council was acknowledged as the principal organization through which arts and cultural activities would be undertaken in the City, in accordance with the Original Agreement and any future agreements between the parties.

2. Over a period of years, the parties recognized that their mutual best interests and common goals would be best served by entering into a new agreement ("Agreement"), which would continue to further their common purposes, and on June 14, 1993, they entered into a new agreement (#930031)("Second Agreement").

3. Both the Original Agreement and the Second Agreement provided for the Cultural Council to manage art facilities ("Managed Facilities"), which were leased or owned by the City.

4. The City and the Cultural Council agree that given the planned development of a new cultural facility, the Scottsdale Museum of Contemporary Art, Gerard L. Cafesjian Pavilion, which the City desires to be a Managed Facility within the meaning of the Second Agreement, it is necessary, appropriate, and in their mutual best interests to amend and modify the Second Agreement, clarifying their understandings and responsibilities, and having done so in the Amended and Restated Agreement (#970044)("Restated Agreement") which follows.

NOW THEREFORE, in consideration of the mutual undertakings and promises contained herein, the direct benefit to the City, and in further consideration of the benefit to the general public by the enhancement of the economic and cultural climate of the City and its environs to be realized by the performance of this Amended and Restated Agreement, the parties agree as follows:

TERMS

1.0. General responsibilities of the Cultural Council.

1.1. The parties acknowledge that the Cultural Council is a non-profit corporation and is neither a department, nor an operating agency of the City. The City acknowledges the Cultural Council, however, as the principal organization through which arts and cultural activities will be undertaken in the City. The

Cultural Council shall act as the official advisory and planning body on the arts and culture for the City. Advisory and planning responsibilities shall include, without limitation, developing an arts master plan, siting and selecting of public art, recommending the selection of artists for various projects and advising the City on how various projects or plans may affect cultural amenities. The Cultural Council shall also be responsible for preserving, maintaining and exhibiting the fine art collection of the City. It shall also have such other duties in respect to the fine art collection as is provided elsewhere in this Restated Agreement, including, without limitation accession and deaccession of artworks.

1.2. The Cultural Council shall work to create within the City a climate wherein the arts may flourish through the active participation and cooperation of government, business, education and the private sector.

1.3. The Cultural Council shall develop and administer a five year plan for arts and culture in the City, which shall include the management of art facilities, whether leased or owned by the City ("Managed Facilities"); including those facilities which may be designated by the City as subject to management or operation pursuant to the terms of this Restated Agreement; capital development and construction of new facilities, the public art program and long range planning related to its responsibilities.

1.4. The term of this Restated Agreement shall commence on the date of execution of this Restated Agreement and shall end on June 30, 2003. It shall be renewed automatically for two additional five (5) year periods, unless it is sooner terminated, or either party gives notice of an intent not to renew. Notice of intent not to renew shall be given in writing, not less than six (6) months prior to the expiration of the initial term, or renewal term, as applicable.

1.5. The Cultural Council shall review funding requests from arts and cultural organizations, establish criteria for making grants and determine how monies should be allocated to organizations seeking funding. The Cultural Council may also make subgrants to persons and groups in the community for arts and cultural programs.

1.6. The Cultural Council shall sponsor and support community programs and projects, as well as develop and implement programs and projects that enrich the cultural life of the City.

1.7. The Cultural Council shall supplement revenues received pursuant to this Restated Agreement by seeking funding from appropriate local, state and national public and private sources; and by developing revenue generating activities which complement the efforts of local artists and arts agencies.

1.8. The Cultural Council shall plan and support programs that extend community arts resources to school-age youth.

1.9. The Cultural Council shall coordinate cultural activities with City departments and programs to avoid duplication and to enhance the breadth and scope of cultural programs within the community.

2.0. <u>Management and operation of the Scottsdale Center for the Arts and other City-owned cultural facilities.</u>

2.1. General responsibilities.

a. The Cultural Council shall be responsible for managing, operating and programming, , the Scottsdale Center for the Arts ("SCA"), which is located in that portion of the Scottsdale Center for the Arts building as is shown on Exhibit A, attached. The Cultural Council shall also be shall be responsible for managing, operating and programming, the Scottsdale Museum of Contemporary Art, Gerard L. Cafesjian Pavilion ("PAVILION"), which is located adjacent to the Scottsdale Center for the Arts building as is shown on Exhibit H. The parties agree that the SCA and the PAVILION, are owned by the City, except for such items of equipment or such facilities as are specifically leased, purchased, loaned, or created by and for the use of the Cultural Council.

b. The parties agree that at the time of the execution of this Restated Agreement, the SCA and the PAVILION are the only Managed Facilities, within the meaning of this Restated Agreement, and that the City may designate additional Managed Facilities in the future, as provided in section 1.3. As used in this Restated Agreement, unless otherwise provided, "Managed Facilities" shall include both the SCA and the PAVILION, as well as any other facilities that may be designated as Managed Facilities, as provided herein, in the future.

2.2. Right of possession; managed facilities.

The City shall at all times during the course of this Restated Agreement have the right to the possession and occupancy of any and all space within the SCA, the PAVILION, and any and all other Managed Facilities, upon giving written notice of five (5) working days to the Cultural Council. Except as otherwise provided herein, the City shall not be entitled to use or have possession of any space that, prior to the receipt of the request from the City, is being used for the normal conduct of business by the Cultural Council; has been scheduled, reserved or otherwise committed to a third person; or which is necessary to the presentation of a scheduled event or performance.

2.3. Naming of Managed Facilities

The Cultural Council shall have the right to name new City-owned Managed Facilities with the stipulation that what the building is called conveys to the general public that the facility is a public facility intended to benefit the citizens and visitors of Scottsdale. The Cultural Council may not however, change the name on the SCA or the Gerard L. Cafesjian Pavilion, or other Managed Facility, without the approval of the City Council.

2.4. Property.

a. At the time of the execution of this Restated Agreement, the Cultural Council is in possession of certain property and equipment ("Property") owned by the City, which the City has loaned to the Cultural Council at no cost. The City finds that lending this property and equipment to the Cultural Council is reasonable and necessary to carry out the terms of this Restated Agreement. Those items of Property which have an approximate value of more than two thousand, five hundred dollars ($2500.00) are

shown on the most recent inventory dated September 30 of the current year, which is attached as Exhibit "B".

b. The Cultural Council shall be responsible for maintaining and taking reasonable care of all Property. The Cultural Council shall repair or replace any City Property that is lost, damaged or stolen, unless otherwise agreed to by the Contract Administrator, with the concurrence of the purchasing director. In the event that property is no longer needed or functional, it shall be disposed of as provided in Scottsdale Revised Code sections 2-206 through 2-210 (procurement code), or any successor provisions, as well as any applicable rules, regulations and guidelines. The determination of whether property is surplus and the manner of disposition shall be subject to the approval of the purchasing director. The provisions of this section are inapplicable to art works in the permanent collection of the City, which shall be disposed of as provided in section 5.2.c., below.

c. Not later than September 30 of each year, the Cultural Council shall provide the City with an inventory of all equipment, property, facilities and supplies owned, and leased by the Cultural Council, which is kept on the grounds of the SCA, the PAVILION, other Managed Facilities, and other locations; and that has a fair market value of two thousand five hundred dollars ($2500.00) or greater. This inventory is shown on Exhibit B to this Restated Agreement, shall account to the City for the continued existence, location, condition and operability of all of the Property listed on the inventory. Exhibit "B" shall be updated annually, not later than September 30 and shall be incorporated in this Restated Agreement by reference. Consistent with the City's asset inventory policy, it is the intention of the parties that, except as otherwise provided by Section 2.4a above, the inventory lists referred to herein shall annually provide, when taken together, a complete listing of all equipment, property and supplies which have a fair market value of two thousand, five hundred dollars ($2500.00) or more, the ownership of all such items and their physical location (e.g. SCA, PAVILION, other Managed Facilities, and the City warehouse).

d. The City shall, at all times, have the right to the use and possession of any equipment, property or supplies located within the SCA, except for such equipment or supplies as are specifically purchased for or created by and owned, leased or borrowed by the Cultural Council for its use; and provided that the City shall not demand use or possession of any equipment customarily used by the Cultural Council when to do so would unreasonably interfere with the presentation or preparation of a scheduled event or performance in the SCA, the PAVILION, and other Managed Facilities.

e. The Cultural Council may acquire property by participating in the City's surplus property program, which is administered by the purchasing director. Any surplus property acquired by the Cultural Council through this program shall be added to the appropriate inventory list as required by section 2.2 of this Restated Agreement.

f. The parties agree that given the nature, potential length and other circumstances surrounding this Restated Agreement, it may be to their mutual benefit to enter into additional agreements

concerning the possession and use of certain computer hardware and software, other communications equipment and other special property or equipment the nature of which is unknown at this time. The parties agree that any such agreements shall be in writing and shall comply with section 6.10 of this Restated Agreement.

g. Upon the expiration or termination of this Restated Agreement, or any extension hereof, or upon the dissolution of the Cultural Council, the Cultural Council shall return all of the Property to the City.

2.5. Programming and promoting. The Cultural Council shall schedule, book, promote, administer, and stage exhibitions and events in the SCA, the PAVILION and other Managed Facilities.

2.6. Security. The Cultural Council shall be responsible for the control and security of the SCA, the PAVILION and other Managed Facilities and all property pertaining thereto.

2.7. Maintenance.

a. The Cultural Council shall be responsible for all administrative costs and daily operational expenses and shall be responsible for the general maintenance of the portion of the SCA building which is occupied by the Cultural Council, the PAVILION and other Managed Facilities. The parties agree that Exhibit D is a list of the major maintenance items for the SCA and the party that will be responsible for each item. Maintenance of any items not listed on Exhibit D shall be the responsibility of the Cultural Council, unless otherwise agreed by the City. The parties further agree that Exhibit I is a list of the major maintenance items for the PAVILION and the party that will be responsible for each item. Maintenance of any items not listed on Exhibit I shall be the responsibility of the Cultural Council, unless otherwise agreed by the City. The party responsible for the maintenance under this section shall be responsible for making arrangements for the work and public bidding procedures will be used, if required by law.

b. The Cultural Council shall also be responsible for the care and maintenance of all office equipment, theater equipment, computer systems, telephone systems, arts specific systems or equipment (i.e. temperature control devices, specialty lighting, security systems), and vehicles, which are operated or used by the Cultural Council.

2.8. Custodial maintenance. The Cultural Council shall be responsible for custodial maintenance services and supplies in the SCA, the PAVILION and other Managed Facilities, including, but not limited to, cleaning windows, vacuuming and cleaning carpets, washing indoor walls, cleaning restrooms, cleaning and waxing floors, and general cleaning of office public and non-public spaces, including the stage area and gallery spaces.

2.9. Remodeling of SCA building and Managed Facilities. The Cultural Council may undertake to make structural changes to the SCA building, PAVILION and other Managed Facilities, but only with prior approval of the City. All plans shall be reviewed by the City Manager or his designee and approved by the City Council. The plans shall include an assessment of any adjustments that the proposed changes will require of any related structural elements of the building, such as heating and air conditioning systems. All

structural changes shall be at the Cultural Council's expense unless the City and the Cultural Council agree otherwise in a separate agreement. If the Cultural Council fails to receive the City Council's approval prior to making structural changes, the City may require the Cultural Council to restore the building to its original condition prior to the unapproved changes at the Cultural Council's expense.

2.10. Utilities.

a. The Cultural Council shall be responsible for payment of all utilities for the portion of the SCA building it manages and uses, the PAVILION, and for any other Managed Facilities. "Utilities" shall include, without limitation, electricity, water, gas, sewer and sanitation services. The City shall notify and bill the Cultural Council for all City utility costs pursuant to this Restated Agreement. The City will notify the Cultural Council of changes in utility rates to assist in its budgeting processes, but the duty to pay shall in no way be conditioned upon such notification.

b. Either party may request that an energy audit be conducted in the SCA or other Managed Facilities. The requesting party shall pay for the cost of any such audit. In the event of any building modifications which involve a change in energy demands in the building, or other changes in use of the building, the City shall initiate an energy audit to determine any changes in consumption patterns that may have occurred. The apportionment of utility costs shall be adjusted to conform with the results of any energy audits. The parties agree that at the time of the execution of this Restated Agreement, each of them is paying one-half (1/2) of the electricity costs for the SCA, , and that each party believes that to be a fair distribution of these costs based on consumption levels. The Cultural Council agrees to pay one hundred percent (100%) of all utility costs related to the PAVILION.

2.11. Taxes and assessments. The Cultural Council shall promptly pay all taxes of every kind or nature properly assessed against it by reason of its activities, duties or responsibilities under this Restated Agreement. The Cultural Council shall further require that any contract related to use of the SCA, the PAVILION or other Managed Facilities entered into by the Cultural Council shall have pertinent provisions therein requiring that the contracting party shall promptly pay all taxes or assessments of every nature applicable to it by virtue of any and all activities arising out of such contract.

2.12. Damage or destruction. The Cultural Council shall notify the City of any fire or other damage that occurs within the SCA, the PAVILION or other Managed Facilities and whenever police, fire or other public safety personnel are called to one of those locations. The notice required under this section shall be given in writing, within one business day of the occurrence requiring the notice and may be transmitted by facsimile machine.

2.13. Liens-City right to cure. The Cultural Council shall not, directly or indirectly, create or permit to be created or to remain and shall promptly discharge, at its expense, any mortgage, lien, encumbrance or charge on or pledge of the SCA building, the PAVILION building, or any City-owned facility, or any part thereof, except to the extent that such mortgages, liens, encumbrances, charges or pledges

are created by or approved by the City. The Cultural Council shall notify the City promptly of any lien or encumbrance which has been created on or attached to the SCA, the PAVILION, or other Managed Facility, whether by act of the Cultural Council or otherwise. If the Cultural Council, in violation of the provisions of this Restated Agreement, shall fail to pay and to discharge any imposition, mortgage, lien, encumbrance, charge or pledge, the City may (but shall not be obligated to) pay or discharge it, and the amount paid by the City and the amount of all costs, expenses, interest and penalties connected therewith, including attorneys fees, together with interest at the annual rate of two percent (2%) plus the Bank One (or its successor in interest) annual prime rate prevailing as of the date payment is made by the City, shall be reimbursed to the City by the Cultural Council on demand, provided that the Cultural Council shall have failed to pay or discharge such lien or encumbrance within five (5) days after written notice from the City that such payment has been made or of the City's intention to make such payment within the next succeeding five (5) days. The existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this section if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen.

2.14. Preventative maintenance program. The Cultural Council and the City shall each establish and maintain a comprehensive preventative maintenance program for equipment and systems under their areas of responsibility at the SCA, the PAVILION, and other Managed Facilities.

2.15. Access to facilities. The Cultural Council shall permit the City, its agents, and other employees to have access to and to enter the SCA, the PAVILION or other Managed Facilities at all reasonable times to inspect the facility for any purpose connected with the City's duties relative to the repair, improvement, care and maintenance of the facility or for any other purpose reasonably connected with the City's interest as owner of the facility and to perform any work or other acts found necessary on such inspection.

2.16. Policies. The Cultural Council shall, for the benefit of the City and the citizens thereof, develop written policies, rules, regulations, rental procedures, hours of operation, and other information with respect to the general operating procedure of the SCA, the PAVILION and other Managed Facilities. Prior to final approval by the Cultural Council Board of Directors, the Contract Administrator for the City (see section 6.15, below) shall be provided with a copy of any such materials for review and comment. The purpose of the review and comment is to ensure that the content of the proposed materials conforms to this Restated Agreement, city policies, ordinances, resolutions, state statutes and any other applicable laws.

2.17. Concessions.

a. The Cultural Council shall have the right to operate concessions for food and beverages, except as otherwise provided herein, in the SCA, the PAVILION or other Managed Facilities, and for events that the Cultural Council schedules on the Scottsdale Mall. The Cultural Council may subcontract with other entities to operate these concessions, or may permit third parties to provide food and beverage concessions

for a particular event or events at the SCA, the PAVILION and other Managed Facilities. The Cultural Council has entered into an agreement with the City to use the City's governmental liquor license, and, the rights and responsibilities thereunder shall not be assigned by the Cultural Council. In addition, the City's governmental liquor license applies only to the premises contained in the license and not to any other Managed Facilities or facilities that may be acquired by the Cultural Council.

b. The City may use any concessionaire or caterer it chooses, subject to any applicable procurement rules, for those events it conducts in the SCA, the PAVILION or other Managed Facilities. The Cultural Council shall have no concession rights as to such events, but it may participate in any process used to select the provider of such services.

c. The Cultural Council shall have the right to establish and operate retail operations which are reasonable and appropriate to the purpose and function of the SCA, the PAVILION or any other Managed Facility in order to facilitate revenue generation in accordance with Section 1.7 of the Restated Agreement.

2.18. New facilities. The Cultural Council shall be responsible for programming, managing and operating such new City-owned arts and cultural facilities as from time to time may be added by the City. The City shall determine, with advice from the Cultural Council, the primary use of the new facility, the primary tenant, if any, any date priorities the primary tenant may require, the anticipated costs of operation and the source of operating funds for the new facility. The Cultural Council may enter into agreements with other public entities or organizations to provide similar or related services. Any such agreements shall be subject to approval by the City.

2.19. City use of SCA and other Managed Facilities.

a. Events, performances, meetings, rehearsals, exhibits, lectures, and classes programmed and/or conducted by the Cultural Council shall have first priority for use of space in the SCA, the PAVILION, and other Managed Facilities. The Cultural Council is not required to pay rental fees for its use of the Managed Facilities.

b. The City's right to request a use under this subsection for events produced, organized, or directed by City staff is defined as any event, meeting, program or other use which requires any or all of the SCA building, the PAVILION building, or any other Managed Facility. At the sole discretion of the Contract Administrator, when the event is determined to have significant community benefit, the City, or a group or individual designated by the City, may use space in either the SCA, the PAVILION, or any other managed facility for that community purpose. The City shall have the right to use any portion of the SCA the PAVILION and any other Managed Facility, when a request is made to use it and there is no conflicting event scheduled for the space requested. When the City has reserved space pursuant to this provision, the reservation may not be canceled or changed without the consent of the City.

c. The City shall at no time be required to pay rent for its use of the SCA, the PAVILION and other Managed Facilities. The Cultural Council shall bear any operational costs which may result from the

City's use of the facility, including, without limitation those costs relating to security, manpower, and clean-up. The City may use any equipment in the SCA, the PAVILION or Managed Facilities, without cost, but shall reimburse the Cultural Council for the rental costs of any specialized equipment, obtained at the City's request for a specific use.

2.20. Use of City warehouse. The Cultural Council may store property in the City warehouse at 7501 East Second Street, as space is available, to be determined by the purchasing director, or designee. The City shall not be liable for Cultural Council property stored in the City warehouse. The hours of the warehouse are Monday through Friday, 8:00 a.m. to 5:00 p.m. If the Cultural Council wishes to have access to the warehouse after hours, the Cultural Council shall bear the cost of a city employee being on the premises, pursuant to City policies. The Cultural Council shall give the purchasing director five (5) working days notice of the need for after-hours access.

3.0. Funding.

3.1. City funding.

a. The City intends to provide funding to the Cultural Council annually, subject to the terms and conditions of this section and any other applicable provisions of this Restated Agreement. The City anticipates that funding should increase at a rate of three percent (3%) annually. The amount of any appropriation, however, shall be at the sole discretion of the City Council after considering those factors the council deems relevant to the determination. The Cultural Council shall have the option, however, to submit supplemental decision packages or capital improvement project proposals to the Contract Administrator, on approved City forms, for consideration by the city council on the City's budget schedule.

b. The City's provision of funds under this Restated Agreement is in all respects subject to annual appropriation by the City Council. The City's obligation under this Restated Agreement shall be the amount appropriated annually. The City shall not approve the Cultural Council's annual budget.

c. The Funding for any given fiscal year shall be paid by the City to the Cultural Council in payments, the time and amount of which shall be set forth in a Financial Participation Agreement signed by the parties, a sample of which, for illustrative purposes only, is attached as Exhibit E to this Restated Agreement.

d. The Cultural Council may request additional funds from the City when they are deemed necessary for emergencies, special projects or unanticipated, extraordinary expenses. Any such additional funding shall be subject to the approval of the City Council.

e. Funds that are designated by ordinance or contract for a specific program or purpose shall be earmarked for such program or purpose by the City and may only be used by the Cultural Council for the specific program or purpose.

3.2. Other sources of funding. The Cultural Council shall use its best efforts to seek funding from sources other than the City, including local, state and federal government grants, grants and donations from private persons and businesses, and any other sources of funding.

3.3. Revenues. The Cultural Council shall retain revenues from ticket and concession sales, facility rental fees and such other revenues as are generated from operation of the SCA, the PAVILION and Managed Facilities. The Cultural Council shall retain revenues from ticket and concession sales from events programmed by the Cultural Council on the Scottsdale Mall. All such revenues shall be used to carry out the Cultural Council's responsibilities under this Restated Agreement. The Cultural Council may establish event ticket prices, rental rates, and admission fees for the SCA, the PAVILION and other Managed Facilities as part of its programming responsibilities. The rights of the Cultural Council under this section shall be subject to any limitations imposed by any law, city ordinances and resolutions. The Cultural Council may accept and retain checks made payable to the order of Scottsdale Center for the Arts, or SCA, or the Scottsdale Museum of Contemporary Art, which checks represent revenue that the Cultural Council otherwise has a right to retain.

3.4. Withholding of payments. Upon written notice to the Cultural Council, the City may withhold or nullify, in whole or in part, any payment due to be made by the City to the Cultural Council, pursuant to subsection 3.1, above, if it fails to:

a. Render services as required by this Restated Agreement.

b. Supply information or reports as required.

c. Comply with the provisions of this Restated Agreement, including, without limitation, provisions relating to accounting procedures or performance.

d. Make timely payments to subcontractors, except when there is a bona fide dispute as to the existence or amount of the debt.

e. Make timely payments on any outstanding loans to the City, where there is an agreement expressly requiring repayment.

When the reasons for withholding payment have been corrected to the sole satisfaction of the City, any amounts due shall be processed.

4.0. Accounting.

4.1. Accounting system.

a. The Cultural Council shall implement an accounting system that complies with generally accepted accounting principles and with the provisions of the GAAP Guide for Non-Profit Corporations. Funds earmarked for the Public Art Program (see section 5.2) shall be accounted for separately from all other funds.

b. The Cultural Council, at its expense, shall provide to the City an annual audit report and opinion thereon by an independent certified public accounting firm. The Cultural Council shall make available to the City all work papers and records, or copies thereof, produced by the Cultural Council's independent CPA firm, within ten (10) working days of a written request by the City to do so.

c. All organizations that receive grants or subgrants of City funds, in an amount of $10,000 or more, pursuant to criteria established by the Cultural Council (see section 1.5, above), shall be required by the Cultural Council to agree, in writing, to allow a representative of the City, upon request, to inspect and audit the organization's financial records. Inspection and audit by the City under this provision shall be granted within ten (10) working days of a written request by the City.

4.2. Inspection of books. The City or its agent may inspect the books of the Cultural Council at such times that the City deems appropriate, upon giving written notice of five (5) working days. Upon request, the Cultural Council shall furnish copies of books and records to the City, at no cost to the City.

4.3. Oral report. The Cultural Council shall make a semi-annual oral report to the City Council describing the activities of the Cultural Council during the previous six (6) month period and the activities planned for the next six (6) month period.

4.4. Written report. The Cultural Council shall submit to the City Manager a written report of its activities pursuant to this Restated Agreement by September 30th of each year. The report shall include information on expenditures, revenues, and programming activities.

4.5. Performance audit. The City may, at any time, conduct a performance audit to evaluate the Cultural Council's performance of this Restated Agreement. The Cultural Council shall make available any information requested by the City for the audit within ten (10) working days of the request. The performance audit may consider all information which is relevant to all areas of operations of the Cultural Council and its responsibilities under this Restated Agreement, including, without limitation, the performance criteria reported annually by the Cultural Council to the City as required by this Restated Agreement. In the event that the Cultural Council becomes accredited by the American Association of Museums, the standards of that organization, to the extent to which they are applicable, shall be used to audit Cultural Council activities.

5.0. Management and administration responsibilities.

5.1. Scottsdale Mall.

a. The Cultural Council shall be responsible for performing scheduling functions relating to events taking place on Scottsdale Mall, including, without limitation, accepting permit applications, reviewing permit applications for compliance with permit requirements, confirming required insurance coverage, collecting applicable fees, issuing permits with appropriate conditions and advising permittees of their responsibilities under the Scottsdale Revised Code ("S.R.C."). The Cultural Council shall comply with S.R.C. Sections 20-106 through 20-119; as well as any amended or successor provisions, and all other resolutions, ordinances, rules, regulations statutes or other laws which may be applicable; in discharging

these responsibilities. Scheduling of Scottsdale Mall shall be on a first come, first served basis for each fiscal year, subject to the scheduling needs of the Cultural Council. As consideration for performing these services described in this subsection 5.1.a., the Cultural Council may retain for its own use any fees paid for the issuance of permits.

b. All other functions in connection with the Scottsdale Mall, including routine maintenance, shall be performed by the City. The Cultural Council shall not be required to pay rental fees for use of the Scottsdale Mall for events programmed in furtherance of this Restated Agreement.

5.2. Public art program.

a. The Cultural Council shall administer the City's public art program. The Cultural Council shall perform the acts and functions designated in subsections "c" through "e" of section 20-121 of the Scottsdale Revised Code, or amendments thereto or successor provisions, which are further described herein. The Cultural Council shall establish guidelines for the administration of the public art program, which shall at all times contain provisions and procedures for the appeal of decisions concerning the public art program to the City Council. The Cultural Council shall also be responsible for the accession and deaccession of artworks, the maintenance of the fine art collection and activities associated with these responsibilities.

b. "Accession" as used in this section includes, without limitation, choosing artists and art works for the public art program, installation of chosen art works, payment of the artist and related activities. The stewardship of art collections entails the highest public trust and carries with it the presumption of rightful ownership, permanence, care, documentation, accessibility, and responsible disposal. The Cultural Council shall adopt written policies and procedures to determine whether or not a particular art work should be accessioned and recommendations as to how the accessioning should be accomplished. The Cultural Council shall carefully review and evaluate all works of art submitted for donation. Works of art accepted by the Cultural Council and assigned to the Fine Art Collection of the City of Scottsdale shall be accessioned on behalf of and shall become the sole property of the City. All accessions shall be made in accordance with American Association of Museum standards and procedures. The Cultural Council may accept works of art on behalf of other entities or organizations managed by it, when such acceptance is determined to be in the best interests of the community and does not violate any provisions of this Restated Agreement, express or implied, or any provision of applicable law.

c. "Deaccession" as used in this section includes, without limitation, a periodic determination of whether an art work is of continuing value to the fine art collection, considering wear, damage, deterioration, limited storage area, desirability or other relevant factors, and those actions necessary to deacquire the art work, including determining its marketability and marketing it in an appropriate manner. The Cultural Council shall adopt written policies and procedures to determine whether or not a particular art work should be deaccessioned and recommendations as to how the deaccessioning should be accomplished. All deaccessions shall be made in accordance with American Association of Museum Standards and any

applicable provisions of the City procurement code, and shall be subject to the approval of the Contract Administrator. All funds received through deaccession shall be placed in the fine arts trust fund.

5.3. Cultural improvements program. The cultural improvements program was established by City of Scottsdale Ordinance No. 2018, codified in the City zoning ordinance in section 5.3083, Appendix B of the Scottsdale Revised Code, a copy of which is attached as Exhibit F, which is incorporated by this reference. The Cultural Council accepts its responsibilities in cultural improvements program, as they are set forth in that section and as it may be amended.

5.4. Sculpture pad program. The sculpture in public places program was established by City of Scottsdale Ordinance No. 2408, codified in S.R.C. Section 20-121.1, a copy of which is attached as Exhibit G, which is incorporated by this reference. The Cultural Council accepts responsibilities in the sculpture pad program, as they are set forth in that section and as it may be amended.

5.5 Fine arts trust.

a. For the specific performance of the responsibilities contained in this section (5.0), in addition to the funding provided for in section 3.1 of this Restated Agreement, the Cultural Council shall be entitled to use funds contained in the fine arts trust, established by S.R.C. Section 20-122 of the Scottsdale Revised Code. Requests for disbursements from the fine arts trust shall be made to the Contract Administrator annually, not later than June 1, or at such other time or times as the Contract Administrator may designate.

b. Requests for disbursements shall be made in writing and shall be accompanied by a proposed budget or invoice for the expenditure of the funds requested. The proposed budget shall be subject to the approval of the Contract Administrator, who will determine whether or not the proposed expenditures and amounts are appropriate, and will forward the request to the City finance department for disbursement.

c. Funds obtained by the Cultural Council pursuant to this section shall only be used for the purposes described in section 5.2, above, and associated administrative and programmatic costs. These funds shall not be used to pay salaries of the staff managing the program, except with the prior written approval of the Contract Administrator. All of the provisions of article 4 of this Restated Agreement shall apply to disbursements made pursuant to this section.

d. Any funds which have not been expended as approved, during the fiscal year for which they were received, shall be returned to the fine arts trust fund, except as provided herein. The Cultural Council may request that it be permitted to retain unspent funds, if specific projects remain incomplete at the end of the fiscal year for which the funds were requested. The Contract Administrator shall review all such requests and approve or deny them.

e. The Cultural Council may request additional funds from the fine arts trust fund at any time during the year when cost overruns occur on previously approved projects, or when unforeseen

circumstances occur. The granting of such requests is subject to the availability of funds and the approval of the Contract Administrator.

5.6. Additional programs and responsibilities. The City may further define additional responsibilities of the Cultural Council in amendments to this Restated Agreement or in ordinances, and they shall be deemed accepted by the Cultural Council when agreed to in writing, in the case of amendments, or by acknowledging so in writing in the case of ordinances.

6.0. Miscellaneous provisions.

6.1. Termination.

a. Each party to this Restated Agreement, without prejudice to any other right or remedy, and after giving the other party one hundred eighty (180) days written notice, may terminate this Restated Agreement without cause or reason.

b. In the event of such termination, Cultural Council shall return to the City all funds received from the City and unexpended, within fifteen (15) days of termination. The amount to be returned to the City shall be the prorated amount of the last disbursement to the Cultural Council, pursuant to the financial participation agreement then in effect, and the date of termination, plus any other funds received from the City and unexpended at the date of termination.

6.2. Indemnification.

a. The Cultural Council agrees to indemnify and hold harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees, and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of either (1) the Cultural Council's negligent performance of the terms of this Restated Agreement, or (2) any of the Cultural Council's acts or omissions. The amount and type of insurance coverage requirement set forth in this or any other agreement between the parties will in no way be construed as limiting the scope of indemnity provided for by this section.

b. The City agrees to indemnify and hold harmless the Cultural Council, its officers and employees from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the City's use of Managed Facilities where the injury or damages resulted from a negligent act or omission of a City employee or a person for whom the City is legally liable.

6.3. Insurance.

a. The Cultural Council shall maintain public liability insurance. The policy shall provide such insurance to the City for any liability incurred or threatened, including legal fees, because of acts or

omissions of the Cultural Council. The liability limits of the policy shall be not less than five million dollars ($5,000,000.00) per occurrence/annual aggregate. The Cultural Council shall maintain directors and officers liability insurance in the amount of one million dollars ($1,000,000.00) per occurrence/annual aggregate. The Cultural Council shall also provide the City with a commercial general liability insurance policy which includes the following coverage: Premises/Operations liability, Products and Completed Operations liability, Personal Injury, (the fellow employee exclusion shall be deleted) contractual liability, advertising injury, broad form property damage liability, and liquor liability. All such insurance policies provided shall be in a form approved by the Risk Management Director, and, except as to directors and officers liability insurance, shall name the City as additional insured and shall stipulate that they are primary over any insurance which may be carried by the City. They shall also provide that the City and the Cultural Council will be given not less than ten (10) days advance notice of any termination or material change to the policy.

b. The Cultural Council shall maintain worker's compensation insurance with statutory limits, and employers liability insurance with limits of one million dollars ($1,000,000.00), and automobile liability coverage for automobiles owned by the Cultural Council, non-owned automobiles and hired automobiles with limits of five million dollar ($5,000,000.00). The Cultural Council shall require lessees, licensees and permittees of the SCA and other Managed Facilities to supply Cultural Council with public liability and bodily injury insurance as deemed appropriate by the Board of Directors of the Cultural Council. Lessees, licensees and permittees who are required to obtain liability insurance shall name the City, its officials, officers and employees as additional insured. The Cultural Council shall obtain employee fidelity bonding for all its employees who are responsible for City funds and the assets of the City, the Cultural Council or the lessees of the SCA and other managed facility.

c. The City, through the risk management division, shall have sole discretion to determine the kinds and amounts of insurance to be purchased for City property, including works of art, in the custody and possession of the Cultural Council. To assist the City, the Cultural Council shall prepare and submit to the risk management department, not later than the 30th of September of each year, a list of works of art in its custody and possession that are reasonably believed to have a fair market value of or have been appraised at two thousand, five hundred dollars ($2500.00) or more. The Cultural Council shall pay, from funds received from the fine arts trust, the first one thousand dollars ($1000.00) of each loss of City property that is sustained while in the custody and possession of the Cultural Council. The listing shall be known as Exhibit "C" to this Restated Agreement and shall be incorporated in it annually by this reference.

d. The City makes no representation or warranty with respect to the extent or adequacy of the insurance protection required to be provided by the Cultural Council, and the Cultural Council shall satisfy itself as to the coverage afforded by such policies. The furnishing of the insurance policies by the Cultural

Council shall not limit, reduce or otherwise amend any of the obligations or liabilities of the Cultural Council expressed herein or in the financial participation agreements or other contract documents.

6.4. Non-liability of City officials and employees. No member, official or employee of the City shall be personally liable to the Cultural Council, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Cultural Council or its successor on any obligation under the terms of this Restated Agreement.

6.5. Use of City parks, facilities and equipment. The Cultural Council shall obtain the approval of the community services department or other supervising department of the City for use of City parks, facilities and equipment, for events or activities programmed by the Cultural Council, except those conducted in Managed Facilities. No such approval shall be required for Managed Facilities. Use of City parks, facilities and equipment shall be subject to all ordinances, regulations and policies of the City.

6.6. Visitation and inspection. City representatives designated by the City Council or City Manager shall be permitted to inspect the SCA, the PAVILION and other Managed Facilities, the Cultural Council's program operations and any books, records or documents relating to this Restated Agreement, at all reasonable times during the term of this Restated Agreement. The City shall give the Cultural Council five (5) working days notice, in writing, of its intent to inspect pursuant to this section.

6.7. Statutory compliance. The Cultural Council, its directors, officers and employees, agree that the provisions of A.R.S. Title 38, Article 8, "Conflict of Interest of Officers and Employees", apply to all transactions of the Cultural Council taken pursuant to this Restated Agreement; and further agree that all business in furtherance of this Restated Agreement shall be conducted in compliance with the provisions of A.R.S. Title 38, Article 3.1, "Public Meetings and Proceedings". All records and documents kept by the Cultural Council in connection with the performance of this Restated Agreement shall be considered public records and made available to the public upon request in conformance with A.R.S. Title 39, Article 2 "Searches and Copies," and Arizona common law.

6.8. Commodities. The Cultural Council and the City shall each be responsible for purchasing all supplies and commodities used in conjunction with their respective responsibilities under this Restated Agreement.

6.9. Notices. Unless otherwise established, any notice herein required or permitted must be in writing and either delivered in person or deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, and properly addressed, at the following addresses:

Cultural Council	City of Scottsdale
President/CEO Scottsdale Cultural Council 7380 East Second Street Scottsdale, Arizona 85251	City Manager City of Scottsdale 3939 Civic Center Boulevard Scottsdale, Arizona 85251

Notice shall be deemed to have been served within ten (10) days after the same has been deposited in the United States Post Office, and the time stated in any notice shall be computed from the time the notice is deemed served upon the party to whom it is addressed. Either party may furnish to the other a different mailing address and designate another individual upon whom all notices may be served as herein provided.

6.10. Entire agreement. This writing constitutes the entire Restated Agreement between the parties and no addition, deletion or other amendment hereto may be made except as is agreed in writing by the parties in advance with the same formality as accorded this Restated Agreement.

6.11. Assignment. The parties agree that each, in making this Restated Agreement, depends upon the particular capacities, expertise, powers and good offices of the other which would not be satisfactorily provided for by a third party, and therefore, the parties hereto agree that no right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party without the express written consent of the other party hereto in advance.

6.12. Governing law. This Restated Agreement shall be governed, construed and controlled according to the laws of the State of Arizona.

6.13. Binding effect. This Restated Agreement and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

6.14. Legal fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Restated Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting with or without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6.15. Contract administrator. The Contract Administrator for the City shall be the general manager, community services, or designee. The city manager may redesignate the Contract Administrator, from time

to time, at the city manager's sole discretion. The city manager will notify the Cultural Council, in writing, upon any such redesignation.

6.16. Incorporation of exhibits. All of the exhibits referred to in this Restated Agreement, unless otherwise provided, are hereby incorporated in this Restated Agreement.

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

SCOTTSDALE CULTURAL COUNCIL,
an Arizona non-profit corporation

Frank Jacobson
President/Chief Executive Officer

CITY OF SCOTTSDALE,
a municipal corporation

Sam Kathryn Campana
Mayor

ATTEST:

for Sonia Robertson
City Clerk

APPROVED AS TO FORM:

Fredda J. Bisman
City Attorney

REVIEWED BY:

Myron Kuklok
Risk Management Director

William J.S. Exham, Jr.
General Manager, Community Services
Contract Administrator

SCOTTSDALE CULTURAL COUNCIL

FINANCIAL STATEMENTS
AND ADDITIONAL INFORMATION

Year Ended June 30, 2002

SCOTTSDALE CULTURAL COUNCIL

FINANCIAL STATEMENTS
AND ADDITIONAL INFORMATION

Year Ended June 30, 2002

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Miller Wagner & Company, PLLC

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Public
Accountants

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Scottsdale Cultural Council

We have audited the accompanying statement of financial position of

SCOTTSDALE CULTURAL COUNCIL

at June 30, 2002, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of ***Scottsdale Cultural Council's*** management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior-year summarized comparative information has been derived from ***Scottsdale Cultural Council's*** 2001 financial statements and, in our report dated August 17, 2001, we expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of ***Scottsdale Cultural Council*** at June 30, 2002, and the changes in its net assets and its cash flows for the year then ended in conformity with U.S. generally accepted accounting principles.

Miller Wagner & Company, PLLC

August 26, 2002
Phoenix, Arizona

SCOTTSDALE CULTURAL COUNCIL

STATEMENT OF FINANCIAL POSITION

June 30, 2002
(with comparative totals at June 30, 2001)

	2002	2001
CURRENT ASSETS		
Cash	$ 72,067	$ 133,316
Money market funds	290,200	1,038,123
Total cash and cash equivalents	362,267	1,171,439
Investments	3,373,140	2,568,813
Accounts receivable	49,199	215,329
Pledges receivable	408,640	658,461
Inventory	102,507	115,618
Prepaid expenses	41,682	95,868
TOTAL CURRENT ASSETS	4,337,435	4,825,528
LONG-TERM PLEDGES RECEIVABLE	516,323	756,878
BENEFICIAL INTEREST IN REMAINDER TRUST	135,283	122,984
PROPERTY AND EQUIPMENT, less accumulated depreciation and amortization	3,177,870	3,385,958
TOTAL ASSETS	$ 8,166,911	$ 9,091,348
CURRENT LIABILITIES		
Accounts payable	$ 271,916	$ 390,599
Accrued pension	89,238	91,599
Other accrued expenses	65,376	92,940
Deferred revenue	632,287	684,117
Current maturities of long-term debt	58,380	46,835
TOTAL CURRENT LIABILITIES	1,117,197	1,306,090
LONG-TERM DEBT, less current maturities	101,449	78,576
TOTAL LIABILITIES	1,218,646	1,384,666
NET ASSETS		
Unrestricted	2,188,158	2,294,948
Allocated unrestricted net assets:		
Working capital reserve	38,000	-
Endowment earnings (losses)	(502,745)	(160,096)
Total unrestricted net assets	1,723,413	2,134,852
Temporarily restricted	377,987	650,543
Permanently restricted	4,846,865	4,921,287
TOTAL NET ASSETS	6,948,265	7,706,682
TOTAL LIABILITIES AND NET ASSETS	$ 8,166,911	$ 9,091,348

See Accompanying Notes to Financial Statements

SCOTTSDALE CULTURAL COUNCIL

STATEMENT OF ACTIVITIES

Year Ended June 30, 2002
(with comparative totals for the year ended June 30, 2001)

	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals 2002	Totals 2001
REVENUES AND SUPPORT					
Earned revenue	$ 3,999,771	$ -	$ -	$ 3,999,771	$ 5,021,267
Contract - City of Scottsdale	3,090,109	-	-	3,090,109	3,170,929
Contributions	1,470,661	193,268	-	1,663,929	2,914,788
Provision for uncollectible pledges	-	(12,887)	(74,422)	(87,309)	(104,873)
Investment earnings (losses)	(236,672)	-	-	(236,672)	(24,532)
Change in value of split interest agreement	12,299	-	-	12,299	11,820
Net assets released from restrictions	452,937	(452,937)	-	-	-
TOTAL REVENUES AND SUPPORT	8,789,105	(272,556)	(74,422)	8,442,127	10,989,399
EXPENSES					
Program and center services	7,623,139	-	-	7,623,139	9,530,672
Support services:					
Administrative	827,056	-	-	827,056	852,185
Special events and development	750,349	-	-	750,349	566,075
TOTAL EXPENSES	9,200,544	-	-	9,200,544	10,948,932
CHANGE IN NET ASSETS	(411,439)	(272,556)	(74,422)	(758,417)	40,467
NET ASSETS, BEGINNING OF YEAR	2,134,852	650,543	4,921,287	7,706,682	7,666,215
NET ASSETS, END OF YEAR	$ 1,723,413	$ 377,987	$ 4,846,865	$ 6,948,265	$ 7,706,682

See Accompanying Notes to Financial Statements

SCOTTSDALE CULTURAL COUNCIL

STATEMENT OF CASH FLOWS

Year Ended June 30, 2002
(with comparative totals for the year ended June 30, 2001)

	2002	2001
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (758,417)	$ 40,467
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	350,476	369,094
Change in allowance for uncollectible pledges	31,387	68,613
Donations of U.S. corporate stock	(185,776)	(162,361)
Realized and unrealized losses on investments	336,276	133,234
Change in value of split-interest agreement	(12,299)	(11,820)
Changes in operating assets and liabilities:		
Decrease (increase) in:		
Accounts receivable	166,130	(159,080)
Pledges receivable	458,989	1,004,476
Inventory	13,111	28,302
Prepaid expenses	54,186	(1,036)
Increase (decrease) in:		
Accounts payable	(118,683)	71,352
Accrued pension	(2,361)	13,181
Other accrued expenses	(27,564)	17,851
Deferred revenue	(51,830)	423,293
Net cash provided by operating activities	253,625	1,835,566
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	759,285	164,406
Purchases of investments	(1,714,112)	(630,734)
Purchases of property and equipment	(103,880)	(158,211)
Net cash used in investing activities	(1,058,707)	(624,539)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long-term debt borrowings	51,597	-
Payments on long-term debt and capital leases	(55,687)	(68,092)
Payments on line of credit	-	(160,000)
Net cash used in financing activities	(4,090)	(228,092)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(809,172)	982,935
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	1,171,439	188,504
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 362,267	$ 1,171,439
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest expense	$ 14,045	$ 15,851

SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES

During 2002, the *Council* entered into capital lease obligations of $38,508 for computer equipment.

See Accompanying Notes to Financial Statements

SCOTTSDALE CULTURAL COUNCIL

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2002
(with comparative totals for the year ended June 30, 2001)

(1) Scottsdale Cultural Council operations and summary of significant accounting policies

The ***Scottsdale Cultural Council*** (*"Cultural Council"*) was incorporated in the State of Arizona on June 2, 1987 as a non-profit corporation organized exclusively for charitable, educational and scientific purposes under section 501(c)(3) of the Internal Revenue Code.

The principal purpose of the *Cultural Council* is planning, fostering, encouraging, supporting, creating, establishing, coordinating, presenting, producing, promoting, and managing educational, cultural and arts activities and facilities for the benefit of residents of the City of Scottsdale, Arizona (*"City"*) and its environs.

The significant accounting policies followed by the *Cultural Council* are summarized below:

Basis of presentation - The financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) in Statement of Financial Accounting Standards (SFAS) No. 117, *Financial Statements of Not-for-Profit Organizations*. Under SFAS No. 117, the *Cultural Council* is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The *Organization* prepares its internal financial statements on a modified fund format in the following natural fund categories:

- Cultural Management Services fund, which includes unrestricted net assets related to the general administrative operations of the *Cultural Council*. The unrestricted funds include board designated allocated net assets to be used to insulate the *Cultural Council* from future cash flow shortfalls.
- SCA Operations fund represents funds to be used for operations and programming of the Scottsdale Center for the Arts.
- SMoCA Operations fund represents funds to be used for operations and programming of the Scottsdale Museum of Contemporary Art.
- Public Art fund represents resources restricted to the management of public art programs of the City of Scottsdale, Arizona. There are restricted net assets included in this category for the Drinkwater Memorial Sculpture. All remaining funds belong to the *City* and must be returned if unused for the purposes of managing this program.
- The *Cultural Council* has two endowment funds: one benefiting the Scottsdale Center for the Arts (*SCA*) and the other the Scottsdale Museum of Contemporary Art (*SMoCA*). Endowment funds represent funds that are subject to permanent restrictions of gift instruments requiring that principal be invested in perpetuity and that income only be used to the extent necessary to fund specific SMoCA and SCA programs or capital improvements.

Management's use of estimates - The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires the use of estimates and assumptions based on management's knowledge and experience. Due to their prospective nature, actual results could differ from those estimates.

(1) **Scottsdale Cultural Council operations and summary of significant accounting policies (continued)**

Contributions - The *Cultural Council* accounts for contributions in accordance with SFAS No. 116, *Accounting for Contributions Received and Contributions Made.* In accordance with SFAS No. 116, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily or permanently restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. However, if a restriction is fulfilled in the same time period in which the contribution is received the *Cultural Council* reports the support as unrestricted.

Cash and cash equivalents - Cash includes cash and may, at times, include cash equivalents, which consist of highly liquid financial instruments purchased with an original maturity of ninety days or less.

Inventories - Inventories consist of Museum store (retail) inventory and is carried at the lower of cost or market determined by the average cost method.

Property and equipment and related depreciation and amortization - Purchased property and equipment is stated at cost and donated property and equipment is recorded at fair value at the date of gift to the *Cultural Council.* Maintenance and repairs are charged to operations when incurred. Generally, assets in excess of $1,000 are capitalized. When property and equipment are sold or otherwise disposed of, the asset and related accumulated depreciation and amortization accounts are relieved, and any gain or loss is included in operations. Depreciation and amortization of property and equipment are computed on a straight-line basis over estimated useful lives ranging from 3 to 20 years.

Promises to give - Unconditional promises to give are recognized as revenues in the period the promise is received and as assets, decreases of liabilities, or expenses depending on the form of the benefits received. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give that are to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contributions.

Donated materials and services - Donated materials and services are recorded at their estimated fair value if they enhance the *Cultural Council's* nonfinancial assets or require specialized skills that the *Cultural Council* would normally purchase if needed, if not provided by donation. The *Cultural Council* utilizes the services of numerous volunteers who support the programs and activities of the organization by performing services such as docents, ushers and assisting with food and beverage concessions and the Museum Store. For the year ended June 30, 2002, the *Cultural Council* received over 35,000 volunteer hours. This support has not been recorded in the accompanying financial statements, as it does not meet the recognition criteria under SFAS No. 116.

Deferred revenue - Revenue related to current season ticket sales is recognized in the current year. Proceeds from ticket sales received prior to the fiscal year in which the performance occurs are not recognized as revenue until the performance occurs.

(1) Scottsdale Cultural Council operations and summary of significant accounting policies (continued)

Advertising - The *Cultural Council* uses advertising to promote its programs to the various groups it serves. The advertising costs are charged to operations as incurred. Advertising expense charged to operations was $528,770 for 2002 and $751,213 for 2001. Included in this amount was donated advertising of $130,414 for 2002 and $173,819 for 2001.

Prior year summarized information - The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles. Accordingly, such information should be read in conjunction with the *Cultural Council's* financial statements for the year ended June 30, 2001, from which the summarized information was derived.

Income tax status - The *Cultural Council* qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (IRC) and therefore, there is no provision for income taxes. In addition, the *Cultural Council* qualifies for the charitable contribution deduction under Section 170 of the IRC and has been classified as an organization that is not a private foundation. Income determined to be unrelated business taxable income (UBTI) would be taxable. The *Cultural Council* has a net operating loss carryforward of UBTI of approximately $625,000.

Reclassifications - Certain amounts in the comparative 2001 financial statements have been reclassified to conform to the presentation of the 2002 financial statements. The reclassifications had no effect on the change in net assets for 2001.

(2) Contract with City of Scottsdale

On June 14, 1993, the *Cultural Council* entered into contract No. 930031 (amended by No. 970044) with the City of Scottsdale (*"City"*) to provide advisory and management services with regard to the arts and cultural programs and facilities of the *City*. The term of the agreement is for a 10-year period which began on July 1, 1993, with automatic renewals of two additional five-year periods, unless it is sooner terminated or either party gives six months notice of intent not to renew.

By execution of the agreement, the *City* acknowledged the *Cultural Council* as the principal organization through which arts and cultural activities will be undertaken and as the official advisory and planning body on arts and culture for the *City*. The *Cultural Council* is not a department or operating agency of the *City*; however, due to the *Cultural Council's* dependency on the *City* for support, material transactions with the *City* have been disclosed as required under the provisions of SFAS No. 57, *Related Party Transactions*.

In addition to providing advisory and planning services, the *Cultural Council* is responsible for managing, operating and programming the Scottsdale Center for the Arts (*SCA*), Scottsdale Museum of Contemporary Art (SMoCA) and other *City* owned facilities as designated in the agreement.

The *Cultural Council* retains all revenue from ticket sales, facilities rentals and concessions, and is responsible for all costs associated with those programs including security, maintenance, utilities and taxes. The *Cultural Council* may undertake structural changes to *SCA*, at its expense, with City Council approval, if appropriate.

(2) Contract with City of Scottsdale (continued)

The *City* provided funding to the *Cultural Council* under this contract and under the Public Art Trust as follows:

	2002	2001
Contract with *City*	$ 2,408,734	$ 2,338,577
Public Art Trust	681,375	832,352
Total contract - City of Scottsdale	$ 3,090,109	$ 3,170,929

The contract provides for annual financial participation from the *City* for 2002/2003 in the amount of $2,780,596.

(3) Public art fund

As part of the contract with the City of Scottsdale (*"City"*), the *Cultural Council* has agreed to administer the *City's* public art program.

In accordance with section 5.2 of the contract, the *Cultural Council* shall administer the *City's* public art program. The *Cultural Council* shall perform the acts and functions designated in subsections c through e of section 20-121 of the Scottsdale Revised Code, or amendments thereto. The *Cultural Council* is required to establish guidelines for the administration of the public art program, which shall at all times contain provisions and procedures for the appeal of decisions concerning the public art program to the City Council. The *Cultural Council* shall also be responsible for the accession and deaccession of artworks, the maintenance of the *City's* permanent art collection, and activities associated with these responsibilities.

Funds obtained by the *Cultural Council* pursuant to this contract are from the *City's* fine arts trust fund and other *City* sources and shall only be used for the purposes described in the Scottsdale Revised Code, and associated administrative and programmatic costs, but shall not be used to pay salaries of the staff managing the program except with the prior written approval of the contract administrator. For any specific projects which remain incomplete at the end of the fiscal year, the *Cultural Council* may request, through the contract administrator, to retain unspent funds in the fiscal year in which they were requested up to the amount needed to complete the specific project. Additional funds from the *City's* fine arts trust fund may be requested by the *Cultural Council* during the fiscal year for the purpose of project cost overruns or unforeseen circumstances if there are funds available within the *City's* fine arts trust fund and upon written approval of the contract administrator. Any funds that have not been expended as approved during the fiscal year for which they were received, shall be returned to the *City* fine arts trust fund.

During the year, the *Cultural Council* had the following activity regarding the *City's* fine arts trust funds:

Deferred at June 30, 2001	$ 48,816
Funds received during the year	1,055,263
Less funds expended (revenue recognized on the contract during the year)	(997,787)
Funds returned to the *City*	(20,075)
Deferred at June 30, 2002	$ 86,217

In addition to the *City's* funding, the *Cultural Council* incurred additional unreimbursed expenses to manage the program including salaries and benefits, occupancy and administrative costs in the amount of $224,531 for the year. Of the funds received during the year, $124,046 was received from various donors for construction of the Drinkwater Memorial Sculpture.

(4) Endowment funds

The Scottsdale Center for the Arts (*SCA*) endowment fund was established to generate income from a permanent endowment to provide funds for operations and programming at the *SCA*.

The Museum endowment fund was established to generate income from a permanent endowment to provide funds for operations at the Scottsdale Museum of Contemporary Art.

(5) Pledges receivable

Pledges receivable consist of the following unconditional promises to give:

	2002	2001
Receivable in less than one year	$ 508,638	$ 690,461
Receivable in two to five years	315,029	612,213
Receivable after five years	766,541	829,897
Total pledges receivable	1,590,208	2,132,571
Discounts to present value	(565,245)	(648,619)
Allowance for uncollectible pledges	(100,000)	(68,613)
Net pledges receivable	924,963	1,415,339
Current portion	(408,640)	(658,461)
Noncurrent portion	$ 516,323	$ 756,878

The estimated cash flows for pledges receivable were discounted over the collection period using a discount rate of 8%. Management provides an estimate of the allowance for uncollectible pledges based on their knowledge of the pledges. Due to the uncertainty inherent in the estimation process, it is reasonably possible that a material change in the estimate of the allowance for uncollectible pledges could occur in the near term.

(6) Beneficial interest in remainder trust

During 1997, the *Cultural Council* received notification of a beneficial interest in the English Charitable Remainder Unitrust No. 3 in the amount of 80% of the remainder of trust assets upon the death of the last surviving trustor. The trust is funded with 9,704 shares of J.C. Penney stock and includes a 5% yearly distribution to the trustors. This interest is to be used for the *SCA* endowment fund. The value of this interest has been recorded at the net present value of the estimated future cash flows, which is $135,283 at June 30, 2002 and $122,984 at June 30, 2001.

(7) Investments

The *Cultural Council* accounts for its investments in accordance with SFAS No. 124, *Accounting for Certain Investments Held by Not-for-Profit Organizations*. Under SFAS No. 124, the *Cultural Council* is required to report investments in equity securities that have readily determinable fair values, and all investments in debt securities, at fair value.

Following is a summary of investments:	2002	2001
Equity and bond mutual funds	$ 3,367,946	$ 2,563,327
U.S. Corporate stock	5,194	5,486
Total investments	$ 3,373,140	$ 2,568,813

Investments are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in risks in the near term would materially affect account balances and the amounts reported in the statements of financial position and the statement of activities.

Investment earnings (losses) consist of:

	2002	2001
Interest and dividends	$ 99,604	$ 108,702
Realized and unrealized gains (losses)	(336,276)	(133,234)
Investment earnings (losses)	$ (236,672)	$ (24,532)

(8) Property and equipment

Property and equipment consists of:

	2002	2001
Cost or donated value:		
Building improvements	$ 3,524,905	$ 3,516,901
Furniture, fixtures and equipment	1,463,609	1,368,112
Assets held under capital leases	171,112	132,225
Total cost or donated value	5,159,626	5,017,238
Accumulated depreciation and amortization	(1,981,756)	(1,631,280)
Net property and equipment	$ 3,177,870	$ 3,385,958

The *Cultural Council* leases telephone, sound and theater equipment under capital leases expiring at various times through May 2005. The assets and liabilities under the capital leases are recorded at the present value of the minimum lease payments. The assets are amortized over the estimated productive lives. Amortization of equipment held under the capital leases is included in depreciation and amortization expense for the year. Accumulated amortization on the leased equipment above was $130,087 at June 30, 2002 and $114,399 at June 30, 2001.

(9) Fine arts collection

Fine arts collection consists of purchased, commissioned and donated works of arts. The *Cultural Council* employs an associate curator of collections to ensure that the collection items are preserved and protected. These collections are not capitalized by the *Cultural Council* and are considered to be the property of the City of Scottsdale. Costs of purchasing collection items are included in public art and museum program expenses and totaled none for 2002 and $25,245 for 2001. Costs related to commissioned works of art were $456,753 for 2002 and $619,246 for 2002. Proceeds from deaccession and insurance recoveries are included as revenues. During the year there were no deaccessions.

(10) Line of credit

At June 30, 2002, the *Cultural Council* has a $400,000 line of credit, collateralized by inventory, receivables and equipment of the *Cultural Council.* Interest of prime plus 1.0% (5.75% at June 30, 2002) is payable monthly. The line matures August 15, 2002 at which time any outstanding principal and interest are due in full. Thereafter, the available credit becomes $300,000 under the same collateral and interest terms and has no set maturity date. Rather, the agreement terminates at such time as the parties may agree in writing. There was no balance outstanding on the line of credit at June 30, 2002 or 2001.

(11) Long-term debt

Long-term debt consists of:	2002	2001
Note payable to the City of Scottsdale, unsecured, proceeds used for museum store improvements, payable in ten annual principal installments of $17,065 plus interest at 8%, maturing in July 2004.	$ 51,197	$ 68,262
Note payable to Wells Fargo Bank, collateralized by certain sound and computer equipment, payable in monthly installments of $1,130 including interest at 6%, maturing in February 2005.	33,280	-
Note payable to Wells Fargo Bank, collateralized by certain computer equipment, payable in monthly principal installments of $636 including interest at 8%, maturing in May 2004.	12,896	19,197
Note payable to Wells Fargo Bank, collateralized by a vehicle, payable in monthly installments of $467 including interest at 7.5%, maturing in September 2004.	11,519	-
Note payable to Wells Fargo Bank, collateralized by certain computer equipment, payable in monthly principal installments of $1,191 plus interest at 9%, maturing in July 2002.	1,191	15,492
Obligation under capital lease to Wells Fargo for computer equipment, payable in monthly installments of $1,275 including interest at 10%, maturing in March 2005.	36,434	-
Obligation under capital lease for sound equipment, payable in monthly installments of $489 including interest at 12.6%, maturing in May 2004.	13,312	16,863
Obligation under capital lease for sound equipment, payable in monthly installments of $1,412 including interest at 9%, maturing in October 2001.	-	5,597
Total long term debt	159,829	125,411
Less current maturities	(58,380)	(46,835)
Noncurrent maturities	$ 101,449	$ 78,576

(11) Long-term debt (continued)

The future minimum lease payments required under capital leases and the annual maturities of long-term debt outstanding at June 30, 2002 are as follows:

Years Ending June 30,	Capital Leases	Debt	Total
2003	$ 21,173	$ 41,905	$ 63,078
2004	21,173	41,030	62,203
2005	16,152	27,148	43,300
Total minimum lease and debt payments	58,498	110,083	168,581
Less: amount representing interest	(8,752)	-	(8,752)
Total annual maturities	$ 49,746	$ 110,083	$ 159,829

(12) Restricted net assets

Temporarily restricted net assets consist of:	2002	2001
Purpose restrictions:		
Season Opening Special Event	$ 144,093	$ 137,080
Drinkwater Sculpture	127,569	3,525
Museum Exhibitions	57,000	66,500
Performing Arts Season	41,850	128,440
Foothills Center for the Arts Exploratory Study	-	266,030
Downtown Theater District	-	47,968
Various other	7,475	1,000
Total temporarily restricted net assets	$ 377,987	$ 650,543

Permanently restricted net assets consist of:		
Purpose restrictions:		
SMoCA Endowment	$ 3,597,983	$ 3,672,405
SCA Endowment	1,248,882	1,248,882
Total permanently restricted net assets	$ 4,846,865	$ 4,921,287

(13) Pension plan

The *Cultural Council* has a defined contribution (money purchase) pension plan for all eligible employees. Employees 21 years of age or older with at least one year and 1,000 hours of service are eligible to participate in the plan effective on the plan entry dates of July 1 and January 1. The contribution to the plan is a fixed percentage (5%) of the participants' compensation. Retirement benefits under this form of a pension plan are limited to the value of each participant's account at the time of retirement; therefore, vested benefits will not exceed the value of the participant's account at any time. The employer's contribution to the plan was $89,239 for the 2002 and $91,599 for 2001.

(14) Earned revenue and contributions

	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals 2002	Totals 2001
Earned revenue:					
Box office revenue	$ 2,694,113	$ -	$ -	$ 2,694,113	$ 3,417,790
Retail sales	522,238	-	-	522,238	668,729
Education	189,092	-	-	189,092	177,161
Facility rental	173,016	-	-	173,016	175,136
Box office service charges	149,179	-	-	149,179	164,758
Festival	86,118	-	-	86,118	221,590
Labor reimbursement	74,156	-	-	74,156	77,068
Exhibition admissions	66,188	-	-	66,188	69,387
Food and beverage	45,671	-	-	45,671	49,648
Total earned revenue	$ 3,999,771	$ -	$ -	$ 3,999,771	$ 5,021,267
Contributions:					
Membership	$ 535,569	$ -	$ -	$ 535,569	$ 497,485
Contributions	146,786	338,499	-	485,285	388,443
Sponsorships	352,608	98,850	-	451,458	412,200
Grants	275,426	-	-	275,426	309,563
Donated goods and services	160,272	-	-	160,272	219,354
SCA Endowment	-	-	-	-	1,016,226
SMoCA Endowment	-	-	-	-	71,517
Excess funds returned	-	(244,081)	-	(244,081)	-
Total contributed revenue	$ 1,470,661	$ 193,268	$ -	$ 1,663,929	$ 2,914,788

Excess funds returned represents money from the Foothills Center for the Arts that was originally intended to be used for an exploratory study.

(15) Operating leases

The *Cultural Council* leases its office space, an automobile and certain office equipment under noncancelable operating leases expiring through June 2006. The minimum future rental commitments under these noncancelable operating leases are as follows:

Years Ending June 30,	
2003	$ 138,410
2004	138,129
2005	133,657
2006	120,329
Total minimum future rental payments	$ 530,525

Certain leases do not contain renewal options, however, in the normal course of business, the *Cultural Council* will either renew the leases or seek new arrangements.

Total rental expense under all leases with a term in excess of one month was $138,163 for 2002 and $121,583 for 2001.

(16) Community Arts Granting Program

The *Cultural Council* made the following grants under the Community Arts Granting Program:

	2002	2001
Scottsdale Artists' School	$ 12,500	$ 12,500
Greasepaint Scottsdale	7,326	7,158
Scottsdale Symphony Orchestra	5,174	5,342
Frank Lloyd Wright Foundation	5,000	2,089
Concerned Citizens for Community Health	4,250	4,216
Phoenix Symphony	4,250	3,798
Free Arts of Arizona	3,017	3,718
Phoenix Bach Choir	2,706	-
Childsplay	2,125	2,459
Scottsdale Community Players	2,000	-
Young Arts Arizona	1,402	980
Scottsdale Mustang Poets	250	-
Phoenix Boys Choir	-	4,383
Showcase Concerts	-	3,372
Total grants	$ 50,000	$ 50,015

The *Cultural Council* provided in-kind subsidies to these and other charitable organizations in the form of reduced rent, labor, equipment and other miscellaneous services. The following subsidies are not recorded in the accompanying financial statements:

	2002	2001
Phoenix Chamber Music Society	$ 13,950	$ 12,330
Phoenix Symphony Orchestra	11,635	10,750
Childsplay, Inc.	11,500	12,840
Scottsdale Symphony	11,260	19,564
Scottsdale School District	6,100	-
ASHA for Education	3,000	2,591
Arizona Contemporary Dance Festival	1,720	1,620
Arizona Commission on the Arts	738	-
Constitution Commemoration	400	-
KYOT Radio	-	2,360
Cox Communications	-	2,170
Tribune / Get Out	-	2,170
Arizonans for Cultural Development	-	1,415
Arizona Arts Chorale	-	435
Total subsidies	$ 60,303	$ 68,245

(17) Legacy gifts

The *Cultural Council* is the beneficiary of various bequests, trusts and estate planning provisions. No estimate can be made as to the time or amounts to be received and, accordingly, no revenues have been recognized for these gifts.

The *Cultural Council* honors those friends who have established gifts through bequests, trust arrangements, or other estate plan provisions as follows:

Michael and Suzanne Fromkin
Jan and Howard Hendler
Lou Jekel
Cynthia and Norman Lawrence
Pat and Terry McCarthy
Donald A. and Barbara A. Parks
William K. and Vera B. Reiss
Dr. Webster L. and Shirley B. Sage
Harold and Doris Shattuck

(18) Commitments

At June 30, 2002, the *Cultural Council* has entered into various contracts for performing artists and art exhibitions for the 2002/2003 seasons, totaling approximately $373,000. Subsequent to June 30, 2002, the *Cultural Council* entered into additional contracts totaling approximately $176,000.

(19) Related party transactions

At June 30, 2002, the *Cultural Council* owed the City of Scottsdale $21,516 for utilities charges and $4,096 for interest, both incurred and to be settled in the normal course of operations.

(20) Concentrations of credit risk

Financial instruments that potentially subject the *Cultural Council* to concentrations of credit risk are cash deposits in banks and receivables. Deposits in excess of amounts insured by the Federal Deposit Insurance Corporation (FDIC) of $100,000 are exposed to loss in the event of nonperformance by the bank. The *Cultural Council* does not anticipate nonperformance by financial institutions. At June 30, 2002, the *Cultural Council* had cash deposits of approximately $410,000 over the FDIC coverage.

Two donors account for approximately 52% of gross pledges receivable and 31% of the net discounted present value of pledges receivable at June 30, 2002.

INDEPENDENT AUDITORS' REPORT ON ADDITIONAL INFORMATION

Our report on our audit of the 2002 basic financial statements of ***Scottsdale Cultural Council*** appears on page 1. The audit was made for the purpose of forming an opinion on the 2002 basic financial statements taken as a whole. The schedules of financial position by fund that follow on pages 17 and 18 are presented for purposes of additional analysis only and are not a required part of the 2002 basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the 2002 basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

MILLER WAGNER & COMPANY, PLLC

August 26, 2002
Phoenix, Arizona

SCOTTSDALE CULTURAL COUNCIL

ADDITIONAL INFORMATION

June 30, 2002

SCHEDULE OF FINANCIAL POSITION BY FUND

	Operating Funds							
	Cultural Management Services	SCA Operations	SMoCA Operations	Total Operating Funds	Public Art	SCA Endowment	SMoCA Endowment	Totals
CURRENT ASSETS								
Cash	$ -	$ 68,469	$ 200	$ 68,669	$ 3,398	$ -	$ -	$ 72,067
Money market funds	5,212	5,561	-	10,773	279,427	-	-	290,200
Investments	-	5,194	-	5,194	-	1,002,329	2,365,617	3,373,140
Accounts receivable	-	39,035	8,281	47,316	1,883	-	-	49,199
Pledges receivable	-	85,433	116,080	201,513	-	500	206,627	408,640
Inventory	-	73,709	28,798	102,507	-	-	-	102,507
Prepaid expenses	7,000	28,447	6,235	41,682	-	-	-	41,682
Interfund receivable (payable)	(593,185)	-	-	(593,185)	(47,149)	110,770	529,564	-
TOTAL CURRENT ASSETS	(580,973)	305,848	159,594	(115,531)	237,559	1,113,599	3,101,808	4,337,435
LONG-TERM PLEDGES RECEIVABLE	-	20,148	-	20,148	-	-	496,175	516,323
BENEFICIAL INTEREST IN REMAINDER TRUST	-	-	-	-	-	135,283	-	135,283
PROPERTY AND EQUIPMENT, NET	58,676	534,639	2,582,058	3,175,373	2,497	-	-	3,177,870
TOTAL ASSETS	$ (522,297)	$ 860,635	$ 2,741,652	$ 3,079,990	$ 240,056	$ 1,248,882	$ 3,597,983	$ 8,166,911
CURRENT LIABILITIES								
Accounts payable	$ 10,672	$ 189,705	$ 51,735	$ 252,112	$ 19,804	$ -	$ -	$ 271,916
Accrued pension	-	61,996	19,140	81,136	8,102	-	-	89,238
Other accrued expenses	-	57,183	6,306	63,489	1,887	-	-	65,376
Deferred revenue	-	542,155	3,915	546,070	86,217	-	-	632,287
Current maturities of long-term debt	20,487	37,893	-	58,380	-	-	-	58,380
TOTAL CURRENT LIABILITIES	31,159	888,932	81,096	1,001,187	116,010	-	-	1,117,197
LONG-TERM DEBT, less current maturities	30,034	71,415	-	101,449	-	-	-	101,449
TOTAL LIABILITIES	61,193	960,347	81,096	1,102,636	116,010	-	-	1,218,646
NET ASSETS (DEFICIT)								
Unrestricted	(621,490)	(48,236)	2,861,407	2,191,681	(3,523)	-	-	2,188,158
Allocated unrestricted net assets:								
Working capital reserve	38,000	-	-	38,000	-	-	-	38,000
Endowment earnings (losses)	-	(100,801)	(401,944)	(502,745)	-	-	-	(502,745)
Total unrestricted net assets (deficit)	(583,490)	(149,037)	2,459,463	1,726,936	(3,523)	-	-	1,723,413
Temporarily restricted	-	49,325	201,093	250,418	127,569	-	-	377,987
Permanently restricted	-	-	-	-	-	1,248,882	3,597,983	4,846,865
TOTAL NET ASSETS (DEFICIT)	(583,490)	(99,712)	2,660,556	1,977,354	124,046	1,248,882	3,597,983	6,948,265
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	$ (522,297)	$ 860,635	$ 2,741,652	$ 3,079,990	$ 240,056	$ 1,248,882	$ 3,597,983	$ 8,166,911

See Independent Auditors' Report on Additional Information

SCOTTSDALE CULTURAL COUNCIL

ADDITIONAL INFORMATION

June 30, 2001

SCHEDULE OF FINANCIAL POSITION BY FUND

	Operating Funds							
	Cultural Management Services	SCA Operations	SMoCA Operations	Total Operating Funds	Public Art	SCA Endowment	SMoCA Endowment	Totals
CURRENT ASSETS								
Cash	$ -	$ 122,606	$ 350	$ 122,956	$ 10,360	$ -	$ -	$ 133,316
Money market funds	26,881	-	-	26,881	51,264	310,133	649,845	1,038,123
Investments	-	5,486	-	5,486	-	828,115	1,735,212	2,568,813
Accounts receivable	-	209,521	5,161	214,682	647	-	-	215,329
Pledges receivable	-	186,673	128,485	315,158	-	1,000	342,303	658,461
Inventory	-	84,889	30,729	115,618	-	-	-	115,618
Prepaid expenses	18,796	33,214	43,858	95,868	-	-	-	95,868
Interfund receivable/payable	(198,920)	(60,197)	81,696	(177,421)	(2,566)	(13,350)	193,337	-
TOTAL CURRENT ASSETS	(153,243)	582,192	290,279	719,228	59,705	1,125,898	2,920,697	4,825,528
LONG-TERM PLEDGES RECEIVABLE	-	2,315	2,855	5,170	-	-	751,708	756,878
BENEFICIAL INTEREST IN REMAINDER TRUST	-	-	-	-	-	122,984	-	122,984
PROPERTY AND EQUIPMENT, NET	45,565	571,819	2,765,586	3,382,970	2,988	-	-	3,385,958
TOTAL ASSETS	$ (107,678)	$ 1,156,326	$ 3,058,720	$ 4,107,368	$ 62,693	$ 1,248,882	$ 3,672,405	$ 9,091,348
CURRENT LIABILITIES								
Accounts payable	$ (98)	$ 304,268	$ 72,812	$ 376,982	$ 13,617	$ -	$ -	$ 390,599
Accrued pension	6,352	57,246	28,001	91,599	-	-	-	91,599
Other accrued expenses	-	78,139	14,541	92,680	260	-	-	92,940
Deferred revenue	-	625,951	9,350	635,301	48,816	-	-	684,117
Current maturities of long-term debt	20,622	26,213	-	46,835	-	-	-	46,835
TOTAL CURRENT LIABILITIES	26,876	1,091,817	124,704	1,243,397	62,693	-	-	1,306,090
LONG-TERM DEBT, less current maturities	14,067	64,509	-	78,576	-	-	-	78,576
TOTAL LIABILITIES	40,943	1,156,326	124,704	1,321,973	62,693	-	-	1,384,666
NET ASSETS (DEFICIT)								
Unrestricted	(302,523)	(220,827)	2,821,823	2,298,473	(3,525)	-	-	2,294,948
Allocated unrestricted net assets:								
Working capital	-	-	-	-	-	-	-	-
Endowment earnings (losses)	(160,096)	-	-	(160,096)	-	-	-	(160,096)
Artistic reserve	-	-	-	-	-	-	-	-
Total unrestricted net assets (deficit)	(462,619)	(220,827)	2,821,823	2,138,377	(3,525)	-	-	2,134,852
Temporarily restricted	313,998	220,827	112,193	647,018	3,525	-	-	650,543
Permanently restricted	-	-	-	-	-	1,248,882	3,672,405	4,921,287
TOTAL NET ASSETS (DEFICIT)	(148,621)	-	2,934,016	2,785,395	-	1,248,882	3,672,405	7,706,682
TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	$ (107,678)	$ 1,156,326	$ 3,058,720	$ 4,107,368	$ 62,693	$ 1,248,882	$ 3,672,405	$ 9,091,348

See Independent Auditors' Report on Additional Information

scottsdale
Cultural
Council

2000-01 annual report

detailing the
accomplishments
of the fiscal year
concluding
june 30, 2001

The Scottsdale Cultural Council, a private, non-profit 501(c)(3) management organization, administers the arts and cultural affairs of the City of Scottsdale, Arizona and manages the Scottsdale Center for the Arts and the Scottsdale Museum of Contemporary Art.

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scottsdale cultural council

the year *in review*

A Year of Accomplishment and Opportunity

Frank Jacobson
President and CEO
Scottsdale Cultural Council

Since 1987 the Scottsdale Cultural Council has been contracted by the City of Scottsdale to manage its arts and cultural affairs. Today these responsibilities encompass:

- the Scottsdale Center for the Arts
- the Scottsdale Museum of Contemporary Art
- the Public Art Program of the City of Scottsdale
- and a Cultural Management Services division whose function is to nurture new opportunities to experience arts and culture in our community.

We are a multi-faceted organization with a simple mission:

- to leverage the city's investment in the arts — which we do by generating more than $3 for every $1 of public monies
- to provide professional arts management that is independent of the city, yet firmly grounded in the distinct qualities and values of our community.

We refer to these obligations as **"360° Arts"** — a phrase that reminds us of our total responsibility to **"create diverse arts experiences that engage the community."**

The Cultural Council is led by a Board of Directors comprised of 33 citizens who volunteer their time, expertise, passion, and financial resources. The board and its constituent committees work in an open and inclusive manner, which involves the advice and participation of dozens more citizens in every aspect of our program and operations management. In addition, more than 800 volunteers donated over 30,000 hours this past year to help advance the cause of arts in our community.

I want to especially thank three members of the board who are retiring upon serving two full terms: **Betsy Fahlman**, for sharing her incredible knowledge and passion for contemporary art; **Dayton Grafman**, whose support of the performing arts — particularly classical music — deserves a standing ovation; and **Ellen Andres-Schneider**, who, year in and year out, has devoted more time and served in more leadership capacities for the Cultural Council than any other volunteer. They may leave the board, but I, and the entire Board of Directors, are gratified to know that their involvement will continue.

The 2000–01 season was thrilling, exciting, and astounding in every respect — and it is my privilege as well as my pleasure to share the highlights with you.

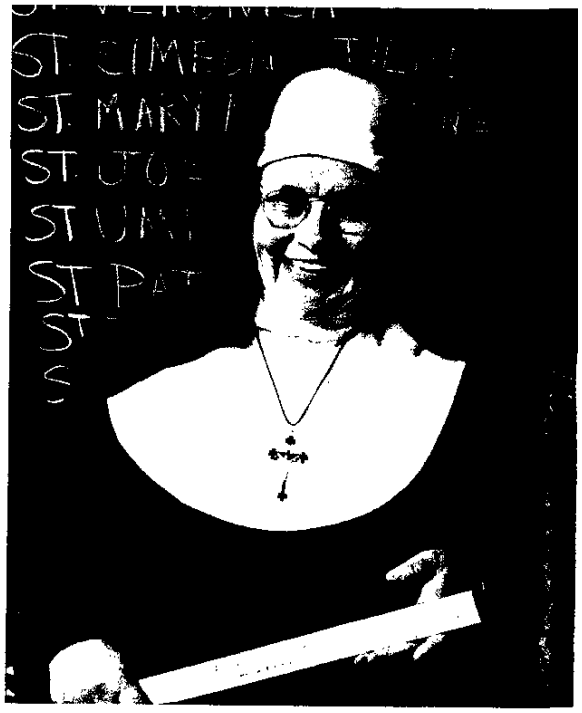
scottsdale center for the arts

Under the leadership of Director **Kathy Hotchner**, the season that ended on June 30th was not just record-breaking, but incredibly record-breaking. We achieved $3.4 million in ticket sales this season; that's double the level of the previous year and more than triple the level five years ago. This record resulted from unprecedented levels of activity that included nearly 500 events and performances presented to audiences of nearly 200,000. And with rentals of the facility to other producers and presenters numbering another 200+ performances, the center welcomed an additional 100,000 audience members.

We are especially proud of the center's ability to present a season marked by high quality and great diversity. This past season's performances included Broadway star **Betty Buckley**; the esteemed **Alvin Ailey Dance Company** (which we presented at the Orpheum Theatre in downtown Phoenix); theatrical legend **Julie Harris in *The Belle of Amherst***; and the exciting dance troupe **Pilobolus.** In the space previously referred to as the "cinema," now called Stage 2, the hit comedy ***Late Nite Catechism*** celebrated its one-year anniversary in June, 2001. With eight shows weekly, *Late Nite* alone was responsible for more than 300 performances and 40,000 theatergoers this season. We have plans to continue the run well into next season.

Much of the most important work of the Scottsdale Center for the Arts takes place outside of our public performances. This season our commitment to youth education and community outreach encompassed: **school matinee performances**; **Celebration of the Arts for Special Children**; an **artist-in-residency program** at the **Paiute Neighborhood Center**; receipt of a **National Endowment for the Arts grant** that enabled us to place Arizona artists in residency in schools on the **Salt River Pima-Maricopa Indian Community**; leadership involvement in the state-wide ***ARTability*** program designed to service audience members with disabilities; participation in the prestigious **Kennedy Center Partners in Education** program, in partnership with the Salt River Pima-Maricopa Indian Community. There was also the continuation of our **Cultural Connections through the Arts** program for high school students, and our increasingly popular summer-long arts activities program for youngsters called **Cool Kids Camp**.

Families flock to the center's **Sunday A'Fair** series, where over 55,000 attendees enjoyed free Sunday music concerts and fun activities on the Scottsdale Civic Center.



The Scottsdale Center for the Arts is recognized as one of the Valley's premier arts and cultural attractions. The organization has more than 3,000 members, and hundreds of thousands of residents, school children, winter visitors and tourists attend performances, school matinees, education and outreach activities, festivals and other events. Of particular significance to all these stake-holders was the Scottsdale City Council's approval of capital improvement project funds that advance the Center for the Arts toward conformance with much-needed

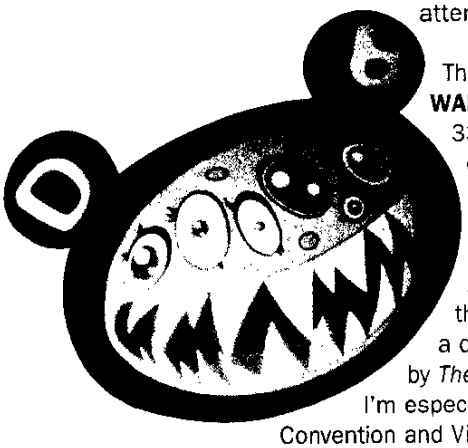
Americans with Disabilities Act [ADA] requirements; and also for the approval of funds for the renovation of the Scottsdale Civic Center amphitheater, which encompasses the re-siting of the Louise Nevelson sculpture, *Windows to the West*, improving ADA accessibility features, and providing a permanent (yet creatively hidden) stage for the presentation of future events there.

Despite these important interim steps, there remains an ongoing need for capital improvements and facility renovations for the Scottsdale Center for the Arts (which, although managed by the Cultural Council, is a city-owned facility). The defeat of a portion of the city's bond election last fall left these needs unfunded. With 75 percent of our operating revenue dependent on ticket sales and private donations, it is essential that the Scottsdale Center for the Arts remain attractive and viable — especially as neighboring communities are currently investing millions to construct new art centers.

We were especially proud to accept a $1 million endowment gift from the **Virginia G. Piper Charitable Trust**, one of eight cornerstone gifts awarded by the Trustees in December. These funds have been set aside in the Center for the Arts' endowment, and the interest and dividends will provide annual funding for programs for many years to come. I can't think of a better legacy for a very special lady who truly loved the arts in Scottsdale.

scottsdale museum of contemporary art

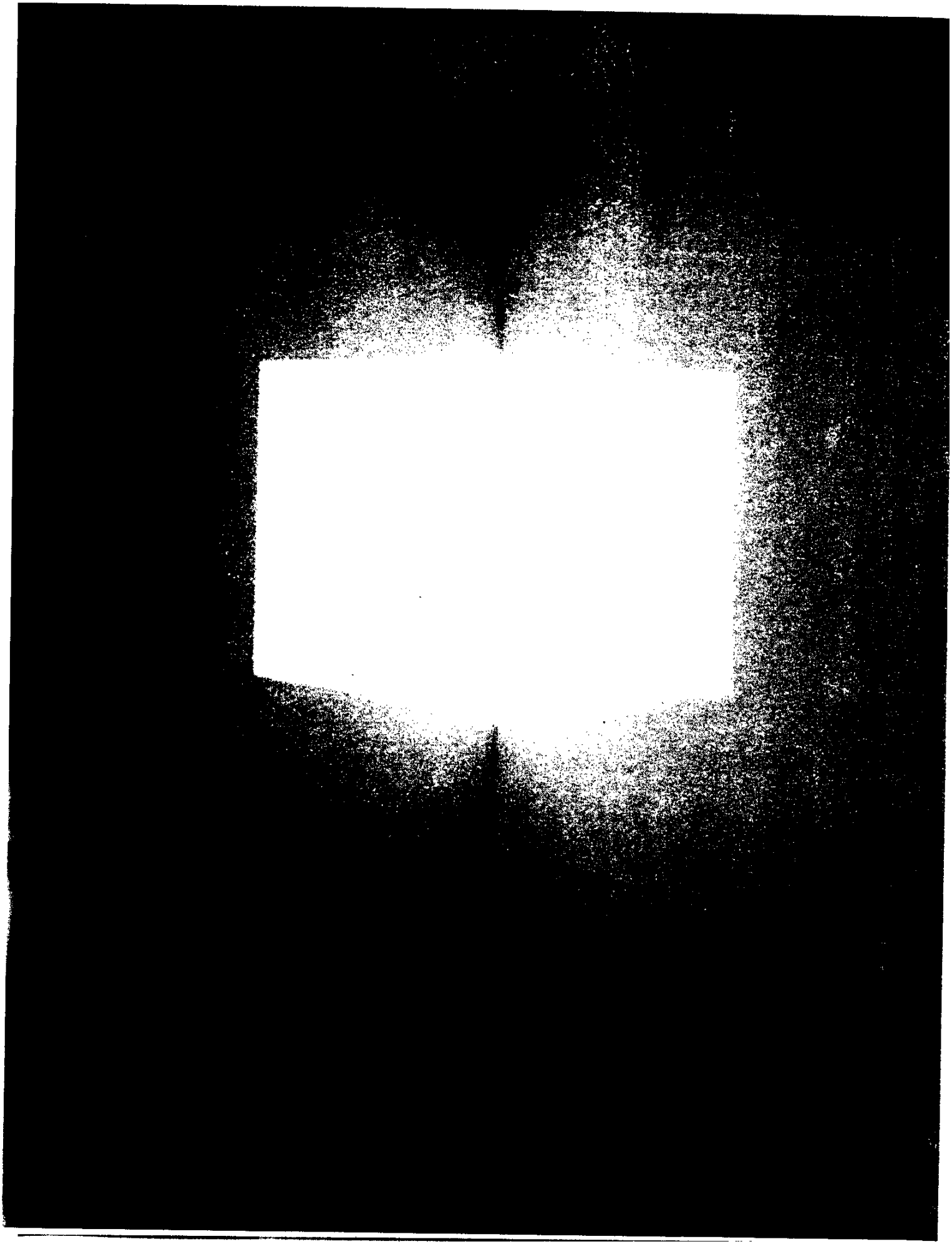
The Scottsdale Museum of Contemporary Art, too, enjoyed a record-breaking year in which attendance doubled over the previous season.



This season focused efforts on two significant exhibitions. **ALMOST WARM & FUZZY: *Childhood and Contemporary Art*** included the work of 33 contemporary artists and was designed especially to appeal to children and families. SMoCA welcomed more than 15,000 visitors, including busloads of school tours from all over the Valley.

The second of the season's major exhibitions, **JAMES TURRELL: *Infinite Light*** promised "a new experience in the art of seeing." More than 20,000 people delighted in that experience as the museum became a destination for national and even international visitors, drawn by coverage by *The New York Times*, National Public Radio, *Art News*, and *Art in America*. I'm especially proud to acknowledge the promotional support of the Scottsdale Convention and Visitors Bureau. When we talk about embracing the qualities and values of our community, it is vital that we embrace those aspects that drive tourism.

Some of our most important work also takes place locally. I am so proud of the museum's **docents**, nearly 100 volunteers who, this year, extended the reach of the museum by delivering over 225 presentations to nearly 6,000 school children all over the Valley, on topics such as the Architecture of Frank Lloyd Wright, the History of Mexican Art, a Look at Baseball Through Art, and the Western Landscape and Its People. Our museum's education efforts also featured programs such as **Arts Days** for school groups; **Visions**, a program for high school students, **Toddler Tuesdays**, and the **ARTiculations** lecture series.
SMoCA looks forward to an exciting future — and that's why the Board of Directors and I



were so delighted that, following an extensive national search, **Susan Krane** accepted our offer to be the new director of SMoCA. Ms. Krane comes to SMoCA from the position as director of the University of Colorado Art Galleries in Boulder, and previously as the curator of modern and contemporary art at the High Museum of Art in Atlanta. She has written and published widely, and she also has the unique experience of having an M.B.A.

public art

Under the leadership of **Valerie Vadala Homer** (who continued to perform these duties while taking responsibilities as interim director of SMoCA) the Public Art Program of the City of Scottsdale debuted several new works, including:

- **James Turrell's *Knight Rise*** in the museum's outdoor Nancy & Art Schwalm Sculpture Garden
- the **Sweet Acacia Project** at the CAP Water Treatment Plant, together with an art-in-education video, *Running Water for Arizona*
- ***Lizard Acres***, an installation by artist Joe Tyler near the intersection of McDonald and Pima that brings some whimsical animal sculptures into the community

The task of Public Art involves not just commissioning these works, but also conducting ongoing community education and outreach for these projects; the conservation of these works of art; as well as the management of new projects, of which there are approximately 20 presently in some stage of selection, design, and/or installation. The growth and success of the public art program places greater and greater demands on the resources of the Fine Arts Trust and on the Cultural Council. It remains our objective — and our need — to identify creative ways to address these financial challenges during the coming year.

community arts grants

In addition to funding its own performing and visual arts programs, the Cultural Council, nine years ago, created and now sustains a Community Arts Grants program to provide funds to support other local arts organizations. This year we awarded $50,000 for nine project grants and three basic operating grants, including the **Scottsdale Artists' School**, **Scottsdale Symphony Orchestra**, and **Greasepaint Scottsdale Youtheatre**.

cultural management services

As the city's designated arts and cultural manager, we are compelled to listen, seek, and consider new opportunities to serve our entire community. Our Cultural Management Services division is responsible for exploring those opportunities from the North Scottsdale/Foothills region to Downtown Scottsdale. Two opportunities of the past year have been especially notable:

Gregg Tryhus of Grayhawk Development Inc. has conditionally offered to donate up to five acres near his Whisper Rock Development to establish an arts center in **North Scottsdale**. And in **Downtown Scottsdale**, we're working with city officials, real estate developers, performing-arts companies, architects, and theatrical and economic consultants to create a masterplan for what is presently envisioned as a group of theaters that would include an 1,800-seat concert theater, a 350-seat theater, and a 300-seat multi-function theater space at the **Scottsdale Waterfront.** I look foward to reporting more on these projects in the year to come.

conclusion

Just as a city plans for parks and libraries to meet the growing needs of its citizens, so too do we have a responsibility to consider long-range plans for arts and culture in our community. This past year's accomplishments reveal that the Scottsdale Cultural Council, in continuing partnership with the City of Scottsdale and a community of stakeholders, has an incredible opportunity to provide the leadership that will serve our citizens and shape the future of our community.

Thank you, as always, for your support of the arts in Scottsdale.

Sincerely,

Frank Jacobson
President and CEO

scottsdale cultural council board of directors

as of june 30, 2001

John V. Berry†
Chairman

Gail Bradley†
Vice Chairman

Larry L. Grow†
Treasurer

Cathy Clardy† **Patterson**
Secretary

Judy Ackerman

Venecia Anderson

Sam Campana

Lyle Campbell

Naomi Caras-Miller

Stephen M. Davis

Richard Felder

Suzanne Fromkin†

Richard M. Hayslip†*

Mark J. Hiegel

Howard D. Hirsch

Eva S. Jungermann

Robert H. Karatz

Michael Lanes†

James L. Larson

Sara Lieberman†

Fran Mallace

Linda Milhaven

Carol Nunzio

Patti Parsons

Jim Pederson

Marvin E. Perry

Marilyn Reinstein

Gail Rineberg

Henry Sargent

Rana Schwartz

Stanley S. Weithorn

Max Williamson

Karen Wittmer

Jim Bruner
Director Emeritus

Frank Jacobson
President & CEO

Ric Alling
Vice President & Director of Operations

Katherine F. Hotchner
Vice President & Center for the Arts Director

Matthew R. Lehrman
Vice President & Director of Marketing

Lori Ryan
Vice President & Director of Finance/ Administration

F. Randolph Schilling
Vice President & Director of Development

† member of executive committee
* immediate past chairman

statement of activities

	cultural council	scottsdale center for the arts	scottsdale center for the arts endowment	public art	scottsdale museum of contemporary art	museum endowment	total FY'01	total FY'00
revenues, gains								
Ticket and Program Admissions		3,711,036			118,059		3,829,095	1,932,487
Arts Festival		224,123					224,123	279,005
Food & Beverage		47,117			2,491		49,608	40,136
Retail		533,960			132,277		666,237	576,960
Facility Rentals		239,703			12,501		252,204	202,980
Contributed Revenue	102,500	932,987		3,525	788,033		1,827,045	3,230,205
Endowment Contributed Revenue			1,016,224			-33,354	982,870	716,840
Investment Earnings and Miscellaneous	31,915	28,627		2,167	-75,421		-12,712	221,828
City of Scottsdale	320,204	1,070,234		970,325	810,166		3,170,929	2,741,912
total	**454,619**	**6,787,787**	**1,016,224**	**976,017**	**1,788,106**	**-33,354**	**10,989,399**	**9,942,353**
expenses								
Performing Arts		3,258,284					3,258,284	1,998,591
Marketing		903,971			492,651		1,396,622	1,149,476
Public Art				1,012,397			1,012,397	653,688
Administration	272,358	244,763			335,063		852,184	687,030
Operations		162,565			663,389		825,954	909,679
Exhibitions					654,956		654,956	661,418
Education		376,982			257,690		634,672	572,699
Retail		507,635			123,408		631,043	584,598
Development		320,197			152,579		472,776	433,064
Box Office		337,994			47,043		385,037	276,928
Arts Festival		243,660					243,660	556,010
Special Events		93,299			100,603		193,902	446,282
Exploration	191,827						191,827	0
Facility Rentals		109,701			8,486		118,187	103,562
Community Arts	55,394						55,394	82,960
Collections	0				12,112		12,112	0
Food & Beverage		9,925					9,925	9,405
total	**519,579**	**6,568,976**	**0**	**1,012,397**	**2,847,980**	**0**	**10,948,932**	**9,125,390**
change in net assets								
Unrestricted	21,042	264,584		-38,273	-916,717		-669,364	-744,247
Temporarily restricted	-86,002	-45,773		1,893	-143,157		-273,039	734,242
Permanently restricted			1,016,224			-33,354	982,870	826,968
total change in net asstes	**-64,960**	**218,811**	**1,016,224**	**-36,380**	**-1,059,874**	**-33,354**	**40,467**	**816,963**
Permanent Transfer	-764,829	-218,811	-2,404	36,380	1,059,874	-110,210	0	0
Net Assets at Beginning of Year	681,168	0	235,062	0	2,934,016	3,815,969	7,666,215	6,849,252
net assets at end of year	**-148,621**	**0**	**1,248,882**	**0**	**2,934,016**	**3,672,405**	**7,706,682**	**7,666,215**

statement of financial position

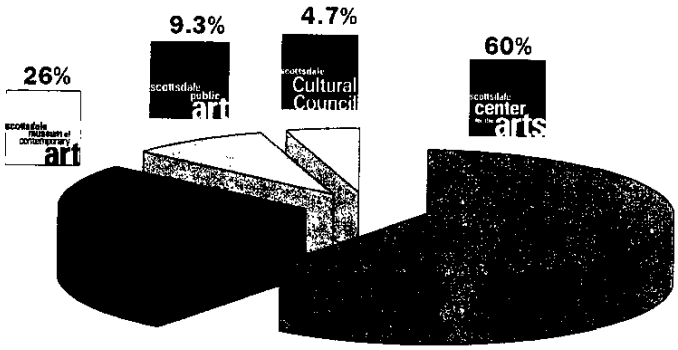
assets	2001	2000
Cash & Investments	3,740,252	2,261,862
Accounts/Pledges Receivable	873,790	1,361,436
Inventory	115,618	143,920
Prepaid Expenses	95,868	94,832
Property & Equipment	3,385,958	3,596,841
Long-Term Pledges Receivable	879,862	1,294,405
total assets	**9,091,348**	**8,753,296**

liabilities	2001	2000
Accounts Payable & Other Current Liabilities	621,973	700,873
Deferred Revenue	684,117	260,824
Long-Term Debt	78,576	125,384
total liabilities	**1,384,666**	**1,087,081**

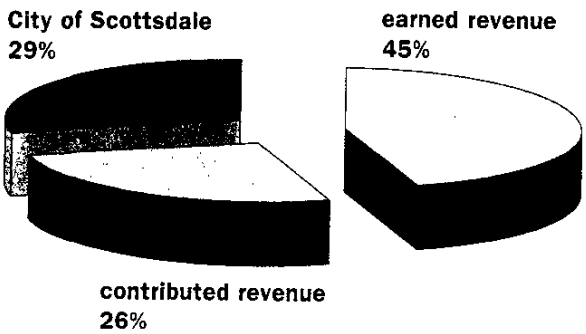
net assets	2001	2000
Unrestricted	2,294,948	2,410,434
allocated net assets		
Working Capital	—	250,000
Endowment Earning/(Losses)	(160,096)	112,614
Artistic Reserve	—	31,168
Temporarily Restricted	650,543	923,582
Permanently Restricted	4,921,287	3,938,417
total net assets	**7,706,682**	**7,666,215**
total liabilities & assets	**9,091,348**	**8,753,296**

Audited Financial Statement prepared by Miller Wagner & Company, Ltd., Certified Public Accountants, is available upon request from the Scottsdale Cultural Council administrative offices at 480-874-4610.

total expense budget



total revenue budget



514,482 2000-01 grand total attendance

event and attendance summary

presented by the scottsdale cultural council

scottsdale center for the arts *presented by* the Scottsdale Cultural Council	# of events	attendance
Virginia G. Piper Theater	100	61,785
Amphitheater	4	6,080
Sunday A'Fair	15	54,791
Stage 2	369	51,821
Orpheum Theatre	9	19,238
Other	1	3,904
subtotal	**498**	**197,619**
co-sponsor artistic		
Virginia G. Piper Theater	1	600
Amphitheater	1	750
subtotal	**2**	**1,350**
co-sponsor business		
Virginia G. Piper Theater	1	425
Stage 2	1	15
Atrium	3	220
Civic Center Mall	1	700
Atrium & Virginia G. Piper Theater	2	1,598
Atrium & Stage 2	1	50
Pavilion	2	210
HRTR	1	18
Virginia G. Piper Theater & Pavilion	1	35
subtotal	**11**	**3,218**
city usage		
Meetings	23	6,932
Scottsdale Civic Center Mall	4	10,300
Miscellaneous	14	742
subtotal	**41**	**17,974**
subtotal of performing arts & facility use	**552**	**220,161**

scottsdale museum of contemporary art	# of exhibitions	attendance
Gerard L. Cafesjian Pavilion & Center for the Arts' Galleries	17	35,021

event and attendance summary

presented by the scottsdale cultural council

education programs	# of events	attendance
SCA education & outreach		
Artist's Residencies	102	3,519
Celebration	1	425
Cool Kids Camp	11	494
Cultural Connections	26	996
Orpheum Theatre	9	19,238
School Performances	39	25,803
subtotal	**188**	**50,475**

education programs	# of events	attendance
SMoCA education & outreach		
Artist's Lectures/Slide Slam	8	336
Art Tours	10	351
Contemporary Art Encounters/Brown Bags	6	244
Visions	12	635
Docent-Led Tours	222	6,200
Outreach (Docents)	225	5,985
Workshops	8	207
subtotal	**491**	**13,958**

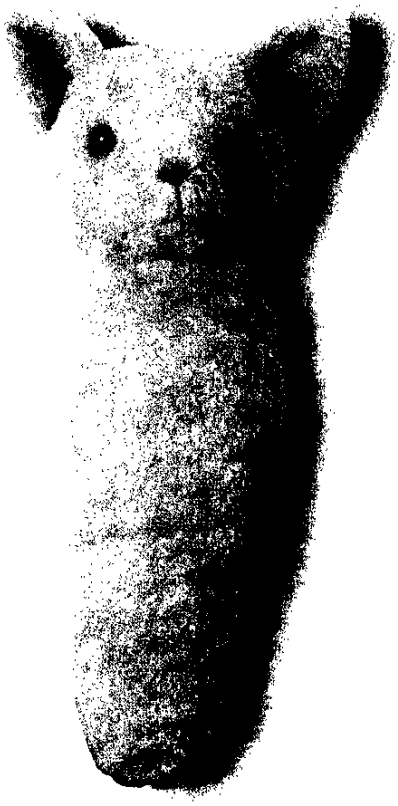
rental services and non-profit rental support

The scottsdale cultural council makes the scottsdale center for the arts, the scottsdale museum of contemporary art, and the scottsdale civic center available for rental for a wide range of community activities.

rental events	# of events	attendance
Virginia G. Piper Theater	85	43,553
Stage 2	19	1,042
Amphitheater	1	1,100
Civic Center Events	37	35,787
Atrium	10	1,917
Pavilion	13	901
Theater - meetings	1	40
subtotal	**165**	**84,300**

development, special events, and festivals

	# of events	attendance
Scottsdale Arts Festival	1	23,067
Culinary Festival	1	29,112
Development Special Events	81	58,388
subtotal	**83**	**110,567**



2001 chairman's circle arts awards

philanthropist of the year:
The Virginia G. Piper Charitable Trust

artist of the year:
James Turrell

volunteer of the year:
Betsy Fahlman

promotional partner of the year:
Phoenix New Times

corporate partner of the year:
COX COMMUNICATIONS

2000-01 community arts grants recipients

Scottsdale Artists' School	$ 12,500
Greasepaint Scottsdale	$ 7,158
Scottsdale Symphony	$ 5,342
Phoenix Boys Choir	$ 4,383
Concerned Citizens for Community Health	$ 4,216
Phoenix Symphony	$ 3,798
Free Arts of Arizona	$ 3,718
Showcase Concerts	$ 3,372
Childsplay	$ 2,459
Frank Lloyd Wright Foundation	$ 2,089
Young Arts Arizona	$ 980
total	$ 50,015

community arts grants program

Since 1993, the Scottsdale Cultural Council has awarded more than 60 general operating and project grants totaling over $290,000 through its Community Arts Grants program.

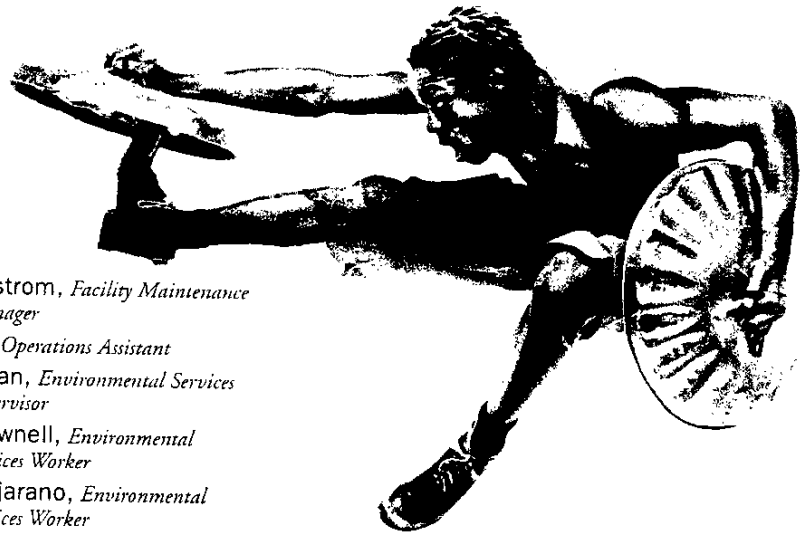
Annually, the Scottsdale Cultural Council supports arts and cultural organizations with General Operating Support Grants to fund basic operations and Community Arts Project Grants to benefit specific arts and cultural projects in Scottsdale.

Panelists for the community arts grants program:

Marvin E. Perry, *Chairman*
Jessica L. Andrews
Gary Bacal
Sam Campana
Fran Cohen
Stanley Grosse
Sahler Hornbeck
Eva Jungermann
Mary Ann Pulk

scottsdale cultural council staff

as of june 30, 2001



President & Chief Executive Officer
Frank Jacobson

Finance & Administration
Lori Ryan, *Vice President and Director*
Laurie Niver, *Accounting Manager*
Chris Keal, *Accounting Coordinator*
Kirk Steinmann, *Information Systems Manager*
Cynthia Scott, *MIS Assistant*
Karoline Jones, *Human Resources/ Volunteer Manager*
Valerie Kiraly, *Human Resources Assistant*
Sandra Cosman, *Executive Secretary*
Maria Latour, *Receptionist*

Development
Randy Schilling, *Vice President and Director*
Judy McLeod, *Senior Devolopment Officer*
Tim Pullen, *Sponsorship Manager*
Nice Moseley, *Membership Manager*
Ann Davies, *Development Assistant*
Susan Johnson, *Development Assistant*

Marketing
Matt Lehrman, *Vice President and Director*
Barbara Riggs, *Public Relations Manager*
Wen-Hang Lin, *Graphic Design Manager*
Cory Baker, *Audience Development Coordinator*
Jane Drake, *Writer/Editor*
Rose McNutt, *Marketing Coordinator*
Laura Larkin, *Marketing Assistant*
Margarita Martinez, *Box Office Manager*
Sandra Berschauer, *Assistant Box Office Manager*
Holly Squires, *Assistant Box Office Manager*

Operations
Ric Alling, *Vice President and Director*
Larry Edmonds, *Assistant Director*
Bob Fingerman, *Facilities Rental Manager*
Paul Lindstrom, *Facility Maintenance Manager*
Tia Kalla, *Operations Assistant*
Joe Tashjian, *Environmental Services Supervisor*
Kevyn Brownell, *Environmental Services Worker*
Anissa Bejarano, *Environmental Services Worker*

Protection Services
Joe Fellai, *Chief of Protection Services*
Rance Jorgensen, *Protection Services Supervisor*
Mark Broadley, *Protection Services Lead*
Keng Cheong, *Protection Services Lead*
Samuel Pride Jr., *Protection Services Lead*
Paul Robinson, *Protection Services Lead*
Marcus Zilliox, *Protection Services Lead*

SCOTTSDALE CENTER FOR THE ARTS
Kathy Hotchner, *Vice President and Director*
Stephanie Smith, *Assistant Director*
Susan Rubin, *Performing Arts Assistant*
Rick Arvizu, *Performing Arts Production Manager*
Sarah Friedman, *Artist Coordinator*
Rhonda Wood, *Hospitality Assistant*

Performing Arts Education
Linda Jane Austen, *Director of Education*
Leslie Haddad, *Youth Program Manager*
Lisa Young, *Education Program Coordinator*

Technical
Ian England, *Technical Director*
Michael Good, *Assistant Technical Director/Audio*
Todd Zonis, *Assistant Technical Director/Audio Visual*
Matt McLeod, *Stage Manager*

SCOTTSDALE MUSEUM OF CONTEMPORARY ART
Valerie Vadala Homer, *Interim Director and Curator of Collections*

Exhibitions
Deb Hopkins, *Curator of Exhibitions*
Gina Cavallo Collins, *Associate Curator of Exhibitions*
Neil Borowicz, *Exhibit Designer*
Melissa Martinez, *Preparator*
Marianne Love, *Curatorial Assistant*

Public Art Program & Collections
Margaret Bruning, *Associate Curator of Public Art*
Kim Curry-Evans, *Associate Curator of Collections*
Wendy Raisanen, *Assistant Registrar*
Tiffany Kupanoff, *Curatorial Assistant*
Heather Marshall, *Museum Assistant*

Museum Education
Carolyn C. Robbins, *Curator of Education*
Sally Lindsay, *Associate Curator of Education*
Jeri Thompson, *Education Assistant*

Retail
Janice Bartczak, *Retail Manager*
Bill Kelly, *Sales Associate Supervisor*

2000-01 performing arts season

alphabetical, by series

America West Airlines theater *series*

The Acting Company
The Comedy of Errors

The Acting Company
O Pioneers!

Betty Buckley's Broadway

Julie Harris
The Belle of Amherst

The King Stag

Stephen Schwartz

STOMP

The Vagina Monologues

American Express® *concerts under the stars*

A Cappella Fest

Big Bad Voodoo Daddy

Judy Collins

Queen Ida & Her Zydeco Band

american *originals*

Mark O'Connor
Liberty Concert

Roadside Theater
New Ground Revival

Jubilant Sykes

The Arizona Republic satirical edge *series*

Capitol Steps

Robert Dubac *The Male Intellect: an oxymoron?*

David Sedaris & Sarah Vowell

classic *virtuosos*

Joshua Bell

Garrick Ohlsson

contemporary *classic*

Bang on a Can All-Stars

Terry Riley

contemporary *jazz*

David Lanz plus Meadowlark

Paul Winter Consort

Windham Hill Winter Solstice Concert

extreme *action*

AEROS Romanian Gymnastics

STREB Actionheroes

Keyboard Conversations® with *Jeffrey Siegel*

Celebrating Beethoven in the Age of the Soundbite

From Russia with Love

Mistresses and Masterpieces

Romance Italian Style

Marriott dance *series*

Alvin Ailey American Dance Theater

Cleo Parker Robinson Dance Company

Pilobolus

stage 2

Gareth Armstrong *Shylock*

Lisa Kron *2.5 Minute Ride*

Late Nite Catechism

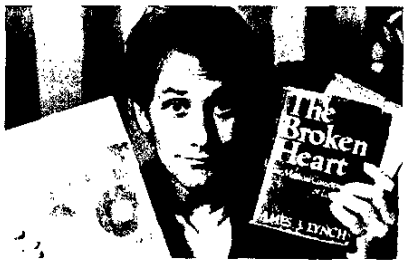
The SunBurst Resort Scottsdale Independent Film Fest

Everything Put Together
– writer/director Marc Forster

Nashville
– writer Joan Tewkesbury

Other Voices
– writer/director Daniel McCormack

The Weekend
– writer/director Brian Skeet



2000-01 performing arts season

alphabetical, by series (continued)

Sunday A'Fair

Stephen Ashbrook, *southwestern acoustic rock*
Azz Izz Band, *world music*
Big Nick & the Gila Monsters *blues quartet*
Mike Breen acoustic *folk originals*
Bridgefield Bros. *eclectic folk*
C.A.V.U. *rhythmic acoustic*
C.C. Jones Orchestra *big band*
C.J.A. *original contemporary*
Chris Champion Duo *guitar & percussion*
Circling the Drain *contemporary acoustic blues trio*
John Cotter *finger-style jazz guitar*
Desert Gumbo Band *zydeco-flavored R&B*
First Institutional Baptist Church *gospel choir*
Herndon Brothers *top-40 country*
Jazz Tantrum *original jazz R&B*
Jeff Jones *latin trio*
Khani Cole Band *jazz vocals*
Kings of Pleasure *'40s swing music*
Blaise Lantana *smooth, bluesy jazz vocals/ instrumentals*
Novo Mundo *brazilian jazz & salsa*
Paradise Wind *caribbean*
Pete Pancrazi Quartet *contemporary jazz & originals*
Madelyn Roberts & Al Beasley *pop hits*
"SA'F Carnival!"
"Scottsdale Fabulous 50th '50s A'Fair"
"Scottsdale Old West 50th Anniversary Celebration"
Sistah Blue *all-women blues*
Ted Alan Quintet *jazz & blues*
Marshall Trimble *Arizona's official historian*
Voices@Work *choral musicians*
Zúm Zúm Zúm *brazilian*

The Tribune *jazz series*

Gary Burton & Makoto Ozone
Regina Carter
Chucho Valdés Quartet
Dukes of Dixieland
The Four Freshmen
Marian McPartland
Marlena Shaw

Virginia G. Piper steinway concert *series*

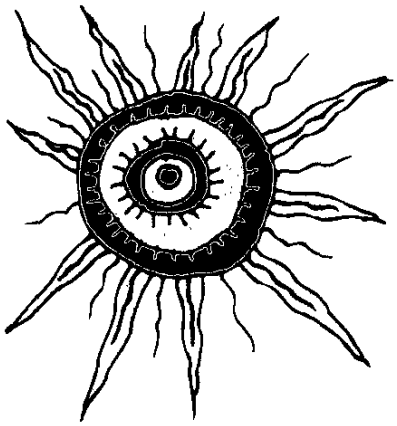
Evelyn Chen
Kirill Gliadkovsky
Gary Graffman
Ilya Itin
Markus Pawlik
André-Michel Schub

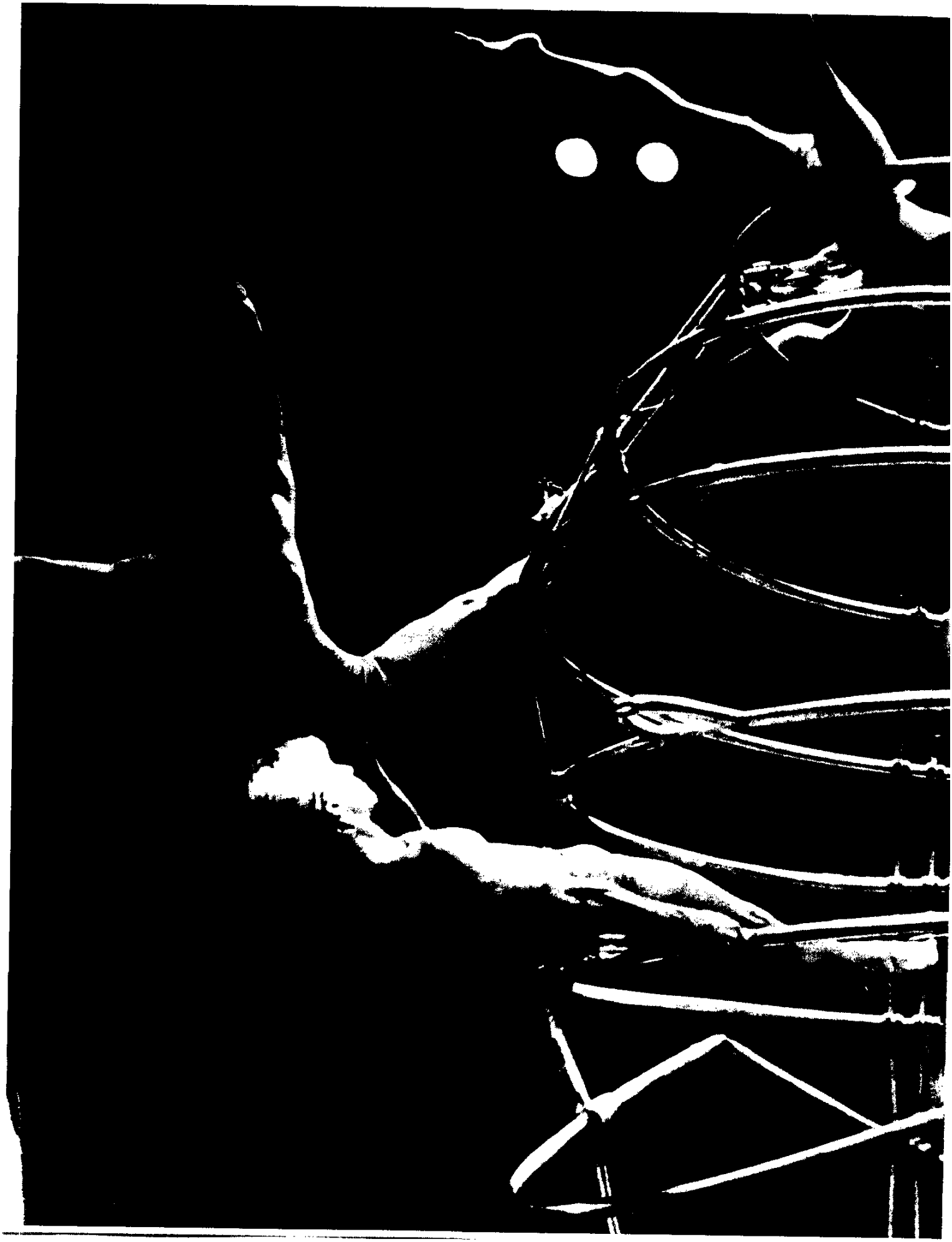
world *rhythms*

The Chieftains
The Klezmatics
The Mystical Arts of Tibet
Native Trails
Taraf de Haïdouks

world *vocals*

Bulgarian Women's Choir
Ladysmith Black Mambazo
Phoenix Boys Choir & Khenany *Misa Criolla*





scottsdale center for the arts education & outreach

community outreach

artist's residencies & master classes

Artists conduct community residencies in schools, corporations, after-school programs, and other venues. Providing instruction for youth in the arts, master classes provide interaction with master performers in the arts. Artist-in-residence programs include youngsters at Paiute Neighborhood Center, Sacaton Middle School on the Gila River Indian Community, and the Salt River Indian Community Schools, and Boys & Girls Clubs of Scottsdale.

The Acting Company
Aman Folk Ensemble
Gareth Armstrong
Ballet Arizona
Joan Baron
Childsplay
Lisa Chow
Ethyl Dias
Great Arizona Puppet Theater
Patti Hannon
Tammy Hines
Lisa Kron
Pilobolus
Step Raptis
Roadside Theater
Cleo Parker Robinson
Rebecca Ross
Stephen Schwartz
Marlena Shaw
Elizabeth Streb
Philip Taylor
Rosie Witcher
Wolftrap
Xavier Quijas Yxayotl

wolf trap pre-school/headstart program

For the past decade, the center has hosted the Arizona Wolf Trap program (a subsidiary of the Wolf Trap Institute for Early Learning through the Arts) to bring art into the lives of children in Headstart programs.

matinee school performances

These performances, many offered in partnership with Scottsdale Schools Arts In Education Council, give school children across the Valley access to the professional artists and theater-going experiences of the regular performing arts season.

The Acting Company
The Comedy of Errors
Alvin Ailey American Dance Theater
Cleo Parker Robinson Dance Company
Julie Harris *The Belle of Amherst*
Khenany & Phoenix Boys Choir
Loseling Monks of Tibet
Native American Song and Dance
Pilobolus
The Velveteen Rabbit

kennedy center partners in education institute

Our ongoing relationship with the Salt River Indian Community's Department of Education was recognized not only through National Endowment for the Arts funding, but also through selection into this highly competitive national program designed to develop strategies for the professional growth of educators.

scottsdale center for the arts education & outreach

cultural connections through the arts

A year-long project involving the special qualities of the arts to reduce prejudice, embrace diversity, and promote racial tolerance, understanding and friendship among area high school students. Master classes in theater and dance are conducted by renowned artists appearing at the center. Recognizing the value of this program, the six Boys & Girls Clubs of Scottsdale, in collaboration with the center, are initiating a similar program during 2001–02.

participating teachers:

creative writing
Harold Scott
Jon Walk

dance
Patrece Collins
Pat Goolsby
Kathy Gorman
Pam Hollerbach
Sarah Maresco
Liza Noriega

theater
Herb Genung
Ricki Kamper
Paul Lamphear
Randy Messersmith
Martin Moreno
Andrea Parker-Swenson
Andy Vasnick
Lisa Williams

participating artists:

The Acting Company
Gareth Armstrong
Patti Hannon
Lisa Kron
Stephen Schwartz
Marlena Shaw
Deb Stevens
Philip Taylor

celebration of the arts for special children

A half-day festival offered free of charge to elementary school special-education students, ·esigned for fun and filled with ·t projects, creative movement ercises, and an engaging live isical performance in the theater.

ıparral High School Art Club
ative Art Therapy Services
Dial Corporation
Employees' Community Fund of Boeing Company, Mesa
Sue Harris
Mark E. Kramer McDonald's
Krispy Kreme Doughnut Corporation
Denise Labrecque
Ronald McDonald
Patrick Murillo
New Belgium Brewing Company
Phoenix Coyotes Goals for Kids
RastaFarmers
Scottsdale Public Library System
Scottsdale Center for the Arts Volunteers

cool kids camp

The popularity of the Valley's favorite arts and cultural camp continues to grow! Ten activity-packed sessions provide cool summer fun and expert instruction in art, drama, music, creative writing, cooking, tennis, and swimming.

instructors:

Jim Coates
Craig Davis
Doug Durant
Connie Galeener
Yvette Goldstein
Sue Harris
Tammy Hinds
Sean Hoy
Michelle Katz
Lonna Kelley
Sarah Kriehn
Dan Mayer
Patrick Murillo
Michele Peacock
Ranae Pierre-Bez
Frank Poocha
Pam Rodriguez
Kim Sabin

accessibility

The Scottsdale Center for the Arts is committed to the principle that appreciation for the arts is not diminished by one's physical limitations. That's why we provide audio described and sign language interpreted performances and events designed to serve audience members with disabilities. The center is also actively involved in the leadership of ARTability, a state-wide consortium of arts organizations and social service agencies committed to making the arts accessible to all audiences. ASL-interpreted and audio-described performances included this season's offerings of:

The Acting Company *The Comedy of Errors*
The Acting Company *O Pioneers!*
AEROS Romanian Gymnastics
Alvin Ailey American Dance Theater
Gareth Armstrong *Shylock*
Betty Buckley's Broadway
Capitol Steps
Cleo Parker Robinson Dance Company
Robert Dubac *The Male Intellect: an oxymoron?*
Dukes of Dixieland
Julie Harris *The Belle of Amherst*
Robert Hughes *James Turrell: In the Great American Landscape*
The King Stag
Lisa Kron *2.5 Minute Ride*
Late Nite Catechism
Phoenix Boys Choir & Khenany *Misa Criolla*
Pilobolus
Roadside Theater *New Ground Revival*
Stephen Schwartz
STREB *Actionheroes*
The Velveteen Rabbit

imagine nation

With the help of dozens of volunteers, the Scottsdale Arts Festival provides a unique and totally free region for kids to experience special performances and engage in hands-on art projects.

performers:

Jim Coates
Dance Theater West
Craig Davis
P.A.F.F.Y.

scottsdale museum of contemporary art 2000-01 exhibitions

Almost Warm & Fuzzy: Childhood and Contemporary Art

october 7, *2000* - **january 14**, *2001*
gerard l. cafesjian pavilion galleries

COMPAS Rumpus Room

october 7, *2000* - **january 14**, *2001*
virginia ullman gallery

Kyoko Ibe: Spirit and Nature

september 2, *2000* - **august 12**, 2001
center for the arts atrium

James Turrell: Infinite Light

february 11, *2001* - **june 3**, *2001*
(three works extended through september 9, 2001)
gerard l. cafesjian pavilion galleries

The Altered Landscape: The Carol Franc Buck Collection

june 29 - **october 7**, *2001*
center for the arts mezzanine and lower galleries

Art'otel presents Donald Sultan: In the Still-Life Tradition

june 29 - **september 9**, *2001*
michael and ellie ziegler gallery and gallery three

The Fine Art of Collaboration: Segura Publishing Company's 20th Year

june 29 - **september 2**, *2001*
virginia ullman gallery

public art program of the city of scottsdale

In 1985, the City of Scottsdale passed an ordinance that created a percent for arts program, and since then more than 50 permanent and temporary public art installations by regional and national artists have been completed throughout the community.

Each project pursues a goal to integrate art and design elements into public places to foster a cultural and artistic ambience unique to our community. At present, 19 more projects are underway.

The process of public art is truly a public process. On average, more than 250 people provide critical input and participate in reviews throughout the course of the two to three years it takes to design and build a public art project. "Selection panels" composed of Scottsdale citizens, Public Art and Collections Committee [PACC] members, city staff, and public art professionals select an artist deemed qualified and suited to a particular project. Citizens are afforded numerous opportunities to participate in planning and design, including serving on panels and committees, appearing at public hearings, participating in focus groups and workshops.

public art and collections committee [PACC]

(as of june 30, 2001)

Patti Parsons, *Chairperson*
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Naomi Caras-Miller
Jeff Englemann
Betsy Fahlman
Andrea Lee Forman
Bob Frost
Ann Gale
Sara Lieberman
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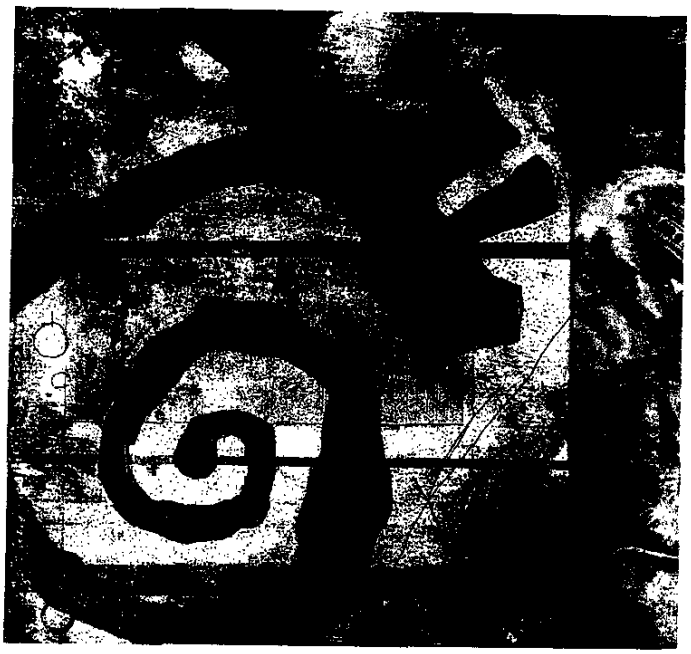
Pat Aloe Stauber



scottsdale museum of contemporary art education & outreach

visions: insights through art

Art students from six Valley high schools studying photography, painting, and sculpture participate in this year-long program that uses the visual arts to explore personal and contemporary issues. By working together and communicating, the students break down barriers and stereotypes regarding ethnicity, socioeconomic status, and other prejudices. Students meet with a variety of contemporary artists for in-depth discussions, and they learn how to express ideas and concerns through artwork. The program culminates with an exhibition in the Young @ Art Gallery.

visiting artists:
Mark Klett
Patty Parsons
Sandy Skoglund
James Turrell

young @ art gallery

This exhibition space, dedicated exclusively to the artwork of children and students, gives youthful imaginations room for expression.

Cool Kids Camp Creations
august 13 - **september 24**, 2000

The Other Side of Dreamland: Transforming Reality
october 7, 2000 - **january 2**, 2001

Illuminations: An Exploration of Light
january 20 - **april 5**, 2001

Visions: Insights through Art
april 20 - **august 5**, 2001

toddler tuesdays

This program has been created to help youngsters ages 3 to 5 discover the wonderful world of art. When the children visit the museum, they participate in gallery games and a tour designed to inspire confidence, self-awareness, and expression. There's also a hands-on art project that helps strengthen physical and perceptual skills and promotes language development.

arts days

Elementary and middle-school children spend an entire morning immersed in the arts, including a 45-minute performance, docent-guided tour of the galleries, and hands-on art projects. Teacher guide brochures complement and enhance their arts experience.

Instructors:
Leslie Haddad,
Almost Warm & Fuzzy
Meadowlark,
James Turrell: Infinite Light

slide presentations in the classroom

Forty-minute slide presentations enrich children's learning experience in the classroom, including topics such as *The Architecture of Frank Lloyd Wright*, *A Look at Baseball Through Art*, *The Western Landscape and Its People*.

new *views*

Robert Hughes *James Turrell: In the Great American Landscape*

sunday fun-day

Free art projects and museum tours for children and families held during Sunday A'Fair, in conjunction with SMoCA exhibitions.
instructor:
Tammy Hinds

artist/lecturer presentations to docents

The museum's docents receive powerful insight from the lectures and tours offered by visiting artists, curators, and museum professionals. Armed with this information, SMoCA's docents are prepared to share this knowledge in exciting and informative tours and interactions with visitors.
lecturers:
Beverly Adams
Martin Blinder
Will Bruder
Anne Coe
Joel Coplin
Betty Lake
Evelyn Lieberman
Robert Sentinery
Paula Strickland

ARTiculations

Today's most outstanding artists speak about their work and inspiration, and critics address issues of creativity and provide a cultural and art-world context for the art of our time.
presenters:
Mark Klett
Tim Rollins
Sandy Skoglund
Donald Sultan
Richard Vine

scottsdale museum of contemporary art education & outreach

contemporary art encounters

It's something different to do for the noon hour and it's free! We invite the public to bring a friend and a brown-bag lunch to these casual lectures designed to enlighten, inform, and entertain with insights into the art of our time.

presenters:

Gina Cavallo Collins
Looking Up: How Scale Affects a Child's View of Art

R.J. Merrill
Art of Land and Light

George Ramsay
Design Understood: Architecture
Design Understood: Interior Design
Design Understood: Industrial Design
Design Understood: Graphic Design

artist/curator lectures at members receptions

A significant benefit of membership is the opportunity to hear directly from artists and curators as they share their insights at members receptions upon the opening of their exhibitions.

presenters:

Sandy Skoglund
James Turrell

evenings of visual verse: poetry in the galleries

Outstanding poets are commissioned to compose original works inspired by our museum exhibitions and then read their creations in the galleries.

poets:

Jorn Ake
Sally Ball
Regina Blakely
David Chorlton
Tom Friday
Valerie Vadala Homer
'irginia Ikeda
Hirshman John
Pinna Joseph
To Ree Nee Keiser
Carol Lee
Mary McCann
Margo Tamez
Tracy Trefethan

slide slam

Local artists meet, show slides of their latest work, and discuss issues and opportunities.

showcased artists:

Kandice Kardell
Randy Kemp
Annie Lopez
Nubia Owens
Michael Petry
Dick Phillips
Jason Purcell
Christine Sandifur
Farraday Newsome Sredl
Lisa Stevens
Mark Vinci
Trish Yazolsky

studio art tours

These up-close-and-personal visits to the private studios of some of Arizona's most dynamic and fascinating artists provide an opportunity for members to share insights and information.

artists visited:

Gary Beals
Diana Clauss
John Dawson
Gloria Gladdis
David T. Kessler
David McPherson
Robert J. Miley
Patti Parsons
Anthony Josef Pessler
Genevieve Reckling
Trudy Sween
George J. Thiewes
Mark Vinci

SMoCA nights

Starting this year, there was a whole new way to experience SMoCA... at night! SMoCA Nights, monthly, after-hours events, are designed to make the museum more accessible to a broader range of the community. With fun themes, live music, fashion shows, hors d'oeuvres and cocktails, SMoCA Nights have taken the museum experience to a whole new level.

SMoCA Nights themes:

The Big Blow-Up
Chill Out
Coloring Outside the Lines
Contemporary Insanity
Infinite Light: *The Party*
Pop Plastics: *The Party*
Starry Night

members & donors

The Scottsdale Cultural Council gratefully acknowledges our donors for their support of the 2000-01 programs. These gifts were received between July 1, 2000 and June 30, 2001.

❺ This symbol indicates a member of the 5 Arts Circle. The mission of the 5 Arts Circle is to provide membership through a single contribution supporting the fine arts at five Valley arts organizations: Arizona Opera, Ballet Arizona, Phoenix Art Museum, The Phoenix Symphony, and the Scottsdale Center for the Arts (SCA)/Scottsdale Museum of Contemporary Art (SMoCA).

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Edward Hoyt & Susan Tucker
Christine Hughes
M/M Ron Hunt
Judy & William Ihrig
Eleanor Jablonow
M/M Irwin Jacobs
Ruth & Martin Jaffe
M/M Scott Jarson
Sue Jensen
M/M Leon Jick
Colleen Johnson
Lisa Johnson
D/M Richard Johnson
Vivian Johnson
M/M Donald Jones
Ruth Jones
Lorain Kadish
Earl Kahn
M/M Irwin Kanefsky
Cheryl Kantor
BJ Katz
M/M Matty Katz
Colleen & Rick Katz
M/M Howard Katzen
M/M Carl Kaufmann
Dwight Keller
D/M W. Ransom Kelley
Mary & Gary Keltner
Everett King
M/M E. Robert Kinney
Betty & Timothy Kjellberg
M/M Kurt Klein
Elaine & Ted Kort
Eric Kostelich
Patsy Kraeger
Edythe Kraft
Allan Kramer
Michael Kronenfeld & Jennie Jacobs Kronenfeld
M/M Les E. Ksieski
Laurel Kubby & Steven Laband
Janine Kuhn
M/M Peter F. Kupcik
M/M William Lachapelle
Barbara Lack
M/M Jeff Laing
Susan & Greg Lane
Polly & Scott Larsen
Betty Lasker
Doris Leander
Anna & Rene LeBlanc
Sally & Richard Lehmann
M/M Matthew Lehrman
Marian & Eugene Leibsohn
Betty Leinbach
Margaret Leshinski
M/M Bernard Levine
Marcia & John Levine
Sharon & Lawrence Levinson
Elaine Lincicome
Martha Louchheim
Helen Lundquist
Arlene Lurie
D/M M. Lustgarten
Dorothy Lykes
Ronald Mackey
Heather MacLean
Jean & Michael Malatak
Gloria Malone
Eveline & Stephen Marks
Karen Marshall
M/M Warren Martindale
Sue & Arthur Martori
D/M George Master
Fenton Maynard
Althea & Al McConnell
Barbara McCormack
Pegge McGrann-Downs
Ian McKee & Margaret Wright
Sally & Norman McMullin
M/M Frank Meijers
Janice R. Merlino
Irene & David Metz
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M/M Mills
M/M Robert L. Mitchell
Mrs. Edmund Mizel
Harry Modell
Monty Montee & Louis Silverstein
M/M Ed Moomjian
M/M Duane Morse
Nice & Yasmin Moseley
Michael Moskowitz
Rick Mueller
Donna & Jim Murphy
Paula F. Nadell & John Davis
M/M Sander Nassan
Philip A. Nelson
James H. & Madalynne Norick Fdn.
Pat Nulman
M/M Scott O'Connor
M/M Bill Opie
M/M Leonard Oppenheimer
Franca Oreffice
Ann & Stuart Otis
Christopher Overlock
M/M P.J. Owens
Christine Parker & Andela Morley
M/M Jared Parker
Sheryl & Ronald Pawlak
Sydney N. Pearl Family Foundation
M/M Peter Petkas
Patricia Phillips
Anita & Shelly Pike
M/M Martin Pollack
D. Elaine Pope
Elodee & Arnold Portigal
D/M H. Ray Primas
Wynne & Alan Prince
Virginia & Robert Pringle
D/M Michael Rada
M/M John Radway
Elizabeth & Donald Raiff
John Rausch & Julianne Thompson
Carolyn Refsnes Kniazzeh
Fran Reich
D/M Henry Reuss
M/M Howard Revelson
Janyce & Charles Riedel
M/M W.D. Ring
Carolyn & Philip Robbins
D/M Thomas Roberts
D/M Lewis Robinson
Sydney Rodin
Timothy Rodriquez & Linda Ball Rodriquez
Michael Rose
D/M Bernard Rosenfeld
D/M Philip Rosenfeld
M/M Robert Rosenthal
Barbara & Gerald Ross
M/M Vincent Rossi
Harry Rubinoff & Judith Engelman
M/M Kelly Ruffin
Terri Rundle
M/M Alfred Sachs
D/M Harold Saferstein
Shirley & Anthony Sallas
M/M William Salomon
Sue & William Samuels
Maryn & Avery Sandberg
Stella & Mark Saperstein

Jeanette & Bernard Schmidt
R. Pauline Schmidt
M/M Seymour Schonwetter
D/M Saul Schreiber
James & Marjorie Schulte
Joseph Segura
M/M Arnold Serota
Alma Shapiro
M/M Leonard Shapiro
M/M Daniel J. Sharaby
M/M Don Sharpes
Sandra Sheinbein
M/M Stewart Sherling
M/M Arlie Sherman
Kathleen Sherry
Cooki Shindler
Jane Shulkin
M/M Harvey Shycon
M/M Leonard Siegel
Sheldon Sigesmund & Irene Levitt
M/M Charles Simberg
D/M Alan Singer
M/M Douglas Smalley
Joe Willie Smith
M/M Ben Smolensky
M/M Richard Snell
Nancy & Robert J. Snow
Beth & Robert J. Solem
M/M Elliott Solomon
Stanley Spiegel
Monique & Phill Spinabella
M/M Wesley Squier
Grey Staples
Patricia Aloe Stauber
D/M Cary Stegman
Michele & Mark Stephens
M/M Robert Stern
Sandra Stirnweis
M/M Greg Stoner
Eugenia & John Story
M/M David Strasenburgh
M/M William Sumner
Dale Suran & Delores Rodman
David Tan
Selma & Jerome Targovnik
M/M Philip Taylor
Mary & Nick Tendler
Marilyn & Robert Teper
M/M Roy Teramoto
M/M A.R. Thomas
M/M Ron Thomas
Anita Thorne
Adele Thurnher
Johnny Toney
Linda Trubitz
Micki & Steve Tugenberg
Dave Turcott
M/M William Turner
Helen Tyler
Sharon Van Fleet Taylor
M/M Earl Vender
Joseph Viertel & Joy Brandt Viertel
David Vogt & Teri Jo Kinnison
Nancy & Gilbert Waldman
M/M David Wallace
Guido Weigend
Ronnie & David Weingart
Donald Weir
Mrs. William J. Weisz
D/M Ken Welch
James Wendt
M/M Lester Westphal
Brenda Sperduti & Tom R. Whalen
M/M Robert White
Sue Wilcox
Lisa Wilkinson-Fannin
Michael Williams
M/M Wilson Williams
J. Robert Wills
D/M R.K. Winkelmann
Stephen Winograd
M/M Richard Winter
Maggie & Len Wolin
M/M Donald Woodcock
Robert Zeller
John Zicarelli
Carolyn Ziffrin

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Mary Abney
M/M Marvin Ack
Charles Adornetto
William Ahearn
Carlee Aiello
Louisa Aikin
M/M Robert Alexander
Brian Allain
Judy & Peter Allard
Toni Lorona-Allen & William H. Allen
The Allison & Campoy Family
D/M Stuart W. Alt
M/M William Altshuter
M/M Edward Amabisca
M/M Michael Andersen
M/M James Anderson
Kathryn M. Anderson & Larry Phelps
M/M Jos Anshell
M/M Robert Antoine
Brian Anton
Susan Apley
Martin Applebaum
M/M Stuart Applebaum
M/M Sam Applewhite
Andrew Armstrong
M/M Frank Arnold
Jeanette Arnon
Mary & Sarah Aronson
Paul Arutt
M/M Samuel Arutt
D/M Arthur Ash
Tim Ashby
M/M Mark Ashley
Patricia AtLee
M/M Gilbert Augenblick
M/M Richard Axtell
George Aylward & Patricia Burns
Robert Baeder
Ace & Paul Bailey
M/M David Bailey
Cory & Kelly Baker
D/M Harrison Baker
Deborah & Jack Baker
M/M Steve Baker
M/M Richard Baldridge
M/M Bruce Baldwin
Joan Baratz
Sandra Barker
M/M Bill Barnes
Christopher M. Barnes
D/M Craig Barrett
M/M Russell Baruch
M/M Daniel Basinger
Barbara & David Baumann
M/M Robert Baumann
M/M Jack Bayse
Alice Bazlen
M/M George Beall
M/M Bryan Beaulieu
D/M Gerald Becker
Philip Bell
Sue Bennett
M/M Edwin Benson
Anne & Matt Benson
Ruth & Kenneth Berger
M/M Jeffrey Bergman
M/M Jay Berk
M/M Kent Berk
M/M Edward A. Berman
M/M Ralph Berman
M/M John Bernstein
M/M Milton Bernstein
M/M Richard Bernstein
Nancy Bivenour
Kristine Black & Jak O'Neal
M/M M. H. Blakemore
M/M Allen Bleicher
M/M Herbert Block
M/M Harris Blomeyer
Linda Blumel & Ronald Finkel
M/M John Blumenfeld
M/M Arthur Blumenthal
Mary Bobbe
William Boettcher
M/M Arnold Bogan
M/M Richard Bookspan
M/M Walter Boorlakin
Grayce Booth
Janis & Dan Borbas
Arline & Henry Borre
Marie Borucki
Nancy & Edward Bothfeld
M/M Richard Bowers
M/M Herb Bowie
M/M Junius Bowman
M/M J. William Boyce
M/M David Boyer
Matthew Bradford
Mary Bradley
M/M Thomas Brand
M/M Dean Braslow
Bonnie Braun
Theo Brautigan & Larry Craton
Joan & Harvey Bream
M/M Melvin Breese
M/M Leo Breitman
M/M Ron Brejtfus
Jim Brennan & Carole Carson-Brennan
Wendy Brewer
M/M Richard Bricker
M/M Bryan Bridges
M/M Greg Bridges
Helen & Sam Brier
Jason Brock & Jason Fruits
M/M Paul Bronson
M/M Gregory Brown
Roger & Lois Brown
Theresa Brown
Robert & Darcy Bruno
M/M Arthur M. Bryton
M/M Ed Brzezinski
Gerald Buck
M/M Milford Burger
D/M James Burke
M/M M.E. Burkholder
M/M James Burr
M/M Lee H. Burton
Ray Buse
Dolores Bushell
Scott Busker
Audrey Busse
Sam Campana
Bill Campbell
Carl Campbell
Carol & Earl Campbell
Florita & James Campbell
M/M William D. Capell, Jr.
M/M Alexander Caplan
Sheri Carlberg
Joan & John Carlson
M/M Timothy Caron
Curt Carpenter
M/M Richard Carpenter
Marcia Carrocci
H.J. Carter & K.S. Whitlow
Antonio J. Castillo
Charles Caswell
Jose Catalan
Joseph Ceimo
Sandra Chadbourne

M/M Fred Chambers
Robert Chaney
Seymour Chanin
Michele Chapman
Mitchell Chase
M/M Norman Chazin
M/M Robert Chester
Philip Christensen & Candace Lew
Brenda Church
M/M William Clasen
Michael Cleary
Buz Cofrances & Lyn Searfoss
M/M Harold Cohan
Rita & Allen Cohen
Bill Cohen
M/M Louis Cohen
M/M Saul Cohen
M/M Stanley Cohen
Michelle Cohn
M/M Myron Cohn
M/M Jim Cole
M/M A.R. Colen
M/M Richard Cook
Payton & David Cooper
M/M Martin Coopersmith
Libby & Mike Copeland
Joel Coplin
M/M Richard Corles
M/M Joel Corman
M/M Franklin Cornelius
Sheila & Milton Corwin
Sharon Cottor
Mary Ann Cox
Jeanne Craite
Norm Crandall
Frank Crerie
Judith Crimmins
Clare & James Crnkovich
Mary Cummins
MaryLise Curet
Gabriel D'Luzansky & Mary Delaney
D/M Bernie P. Davis
Dorcas Davis
M/M James Davis
M/M Robert Dawe
Roberta Dawson
M/M Richard Day
Cyndi & Terry de Boer
sther & Max de Pree
ıry & Michael Deadrick
·rence & Walter Dean
M Arthur DeCabooter
ıry Ann Deery
'M Adrian DeLeon
ary Delnero
herman Dennis & Audrey Perlmutter-Dennis
Jane Deuvall
\/M Bernard Diamond
M Morris Dickel
Regis P. Dietrich, Jr.
M/M Michael Dittmore
M/M Charles Donnelly
M/M J. Carl Dornan
John & Myla Dorsey
Kathleen Douglas & Frank Tonis
M/M C.P. Drewett
M/M Charles Dries
George R. Dudley
M/M Steven Dulla
M/M Leonard Dworsky
D/M Alan Eads
Chris Eaker
Jay Eckhardt & Meredith Maier
William Eckhardt & Carolyn Kinnery
M/M Wayne D. Ecton
Lyndall Eddy & Phillip Wagoner
M/M David Edwards
Gloria & Robert Edwards
Mildred Ehrlich
DuWayne Eilers
M/M Alfred Einstein
M/M Alan Elkins
Leslie Elkins
Eric Elnes
M/M David B. Ender
M/M Bill Ennis
Anne Epstein
Dwight E. Erlick
Jerry Esqueda & Paula De Frietas
M/M David Estes
Shirley & Robert Ettelson
Mattie Evans
Nancy Evans
M/M Don Eveland
M/M Steve Fanto
Seija & Larry Farber
John Fargotstein
M/M Jay Farman
M/M Jim Fausel
M/M Alexander Feig
M/M Allen L. Feinstein
M/M Lawrence Felder
M/M Tom Feldman
Thelma & Morris Feller
Gale & Ed Finger
Joseph Finnerty
M/M George Fischler
Joe & Anita Fishman
M/M R. Leighton Fisk
Beverly Flaks
Carol Flax
Marilynn & Edward Flaxman
Sharon Fogelsong
Douglas Folk
M/M Michael Ford
Jamilyn Fournier
M/M Kenneth Fox
Kris Fox
Barbara & Peter Frank
M/M Eli Frankel
M/M Howard Frederick
Carolyn & Glendon French
D/M John Freund
M/M Gerald Fried
M/M Stuart Friedell
D/M Glenn M. Friedman
Merilyn B. & Steven M Friedman
Jeffrey Frost
M/M David Furst
Mildred & Howard Gabriel
Plyllis Galanter
M/M Bob Galloway
Regina Gangemi
M/M Joseph Garcia
M/M J. Allan Garner
Pauline Garrett
Charles Gartell
M/M Joseph Gatti
Mirla Geclewicz & Zohar Raz
M/M Howard Gelber
Sandra Gendler
Marilyn & Melvin Gerber
D/M John Giedraitis
M/M Matt Gilbert
Jack & Lisa Gildar
Dan Gilmore & JoAn Forehand
James & Sally Ginn
M/M Oscar Glasberg
Sandra & Gene Glass
Selma & Paul Glass
M/M Paul Gluck
Lisa & Joseph Gmuca
Deborah Gobins
Toby & Abbey Goldberg
M/M Chet Goldberg
Susan & David Goldberg
H. Vanessa Goldberg
M/M Erwin Goldfine
M/M Ken Goldfine
M/M Albert Goldman
D/M Steven H. Goldman
M/M Allan Goldstein
D/M Charles Goldstein
Mark Goldstein & Elizabeth Warren
M/M Martin Goldstein
M/M Neil Goldstein
M/M Kenneth Gometz
Naomi & David Goodell
Joan & Jim Goodman
M/M Michael Gordon
M/M John Gorsuch
Anna & Tom Goscicki
Donald Gottehrer & Rae McClean
Bill Gowins
D/M David Grainek
Mara Lyn & Donald Grant
M/M Edward Gray
M/M Lee V. Gray
Bernard Green
M/M Michael Green
Helen Greenberg
M/M Donald Greenebaum
M/M Vince Grell
Nancy B. Grimm
Thetis Group & Joan Roberts
Lee & Newt Grover
Kathryn & B.J. Gruver
C.J. Guardo
M/M Jim Guinan
M/M Richard Gutstadt
Penelope Guttman
M/M Joseph Haack
D/M Delorre Haddad
M/M Arthur Hadden
Jeanette Haggerty
D/M Glen Hait
M/M Edward Hall
D/M Bernard Halper
M/M Michael Halpin
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M/M Joseph F. Hammele
Alison & Kent Hammond
Lorayne Hancock & Evar Nering
M/M Robert J. Hancock
M/M Ronald Handler
Beatrice & Frank Hano
M/M J.D. Hanson
Maureen Hanson
M/M Ken Harder
Julia Hardwick
Amy & Bill Harrington
Janis & Benjamin Harris
M/M Edwin Harris
M/M Scott Harris
Vicki Harris
D/M M. C. Hart
Dwayne Hartford
M/M Gerald Hartman
Cynthia Hasel
Nancy & William Haug
M/M John Marc Hayes
Kathy Haywood
M/M John Heckler
M/M James F. Henderson
Kris Henderson & Hanna McCrum Henderson
M/M Robert Henderson
Donna Heppermann
Ann Marie Hermosillo
M/M Robert Hesse
Tina & Mike Higgins
Roseann Higgins
Barbara Hiles
Douglas Hill
John Hill & Linda Sheppard
Penney Hill
Margo Himes & John Peters
Barbara Hink-Henry &

George Henry
Elizabeth & Robert Hipke
Roberta & Jack Hirsch
M/M Ralph Hirsch
Larry Hislop
M/M James Hoag
Alan Hochman
M/M John Hodak
Peter Hoffman
Patty & Ed Hohn
M/M Sidney Hollander
M/M Richard Holtan
Jo Hooker
Caroline & Tom Hoole
Pamela Hopkins & Kamal Amin
William Hopkins
Lisa & Jack Horan
M/M Arthur Horlick
Eva & William Hornyak
Audrey & Josh Horwitz
Zelma & Philip Horwitz
Lillian Howard
William Howe & Chris Hardy
Estelle Howell & Seena Magowitz
The Howell Family
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Cynthia Hubiak
M/M William Huebner
M/M Herb Hugel
Michael Hughes & Alison Marshall
David Hunts
Natelle Huntzinger
Nancy & Pat Hurley
Anita Hurwich
Michelle & Harrison Hurwitz
M/M William Hussey
Edward Hyland
Irving Hymson
Jack Ingebritson
M/M Elliot Isaac
Kazuhisa & Chizuru Ishida
Kene Jacobs
Debra Jacobson
M/M Ed Janik
Beth Jarman & George Land
Patricia Jarvis
M/M Thurston Jenkins
Mrs. Fred Jensen
M/M David Joaquim
M/M Dennis A. Johnson
Paula Johnson
Roy A. Johnson
Sherrye M. Johnson & Thomas E Smith
M/M Richard Johnston
David Jones & Joyce Tokar
Mrs. Frank Jones
M/M Clayton Joyce
Tracy Justinak
M/M Eugene Kadish
R.A. Kaenel & Sheila Stoll
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Dale Kalika & Robert McPhee
Richard Kamps & Lucile Schooland
M/M David Kandall
M/M Philo Kane
Tracy Kanelopoulos
Helen Kantzler & Libby Simonson
Shirley & George Karas
Susan & Michael Karlson
Gloria Kasper
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Richard C. Katz
Allan Kaufman
M/M Charles Kaufman
Jennifer Kaye
June & John Kearney
Linda Kearns
Tascha & William Keettel
Dahn Keil
Michelle & Kenneth Kelley
M/M Marc Kelman
M/M Colin Kelton
Richard Kendrick & Ann Eisentraut
Annette & Jim Kenehan
M/M Robert J. Kerrigan
Paul Khera
M/M Jim Kiefer
R. Kilianski
M/M I.S. Kimball
M/M John M. King
Joyce King
Lovern King
Wayne King
Tom Kirsch & Margaret Moon
M/M Don Kirschner
M/M Denison Kitchel
M/M Milton Kiver
M/M John Klauber
M/M Harold F. Klein
D/M Mark Kline
M/M John Knobel
M/M William Knowler
M/M James Kobs
Joseph Kobus
M/M William Koch
D/M James Kohner
M/M Harold Kopp
M/M Richard Kopp
D/M Robert Kopp
Paula & Larry Kornegay
M/M Robert Kramer
M/M James Kranzberg
Justin & Marilyn Kratter
Nancy & Robert Kravetz
Susan & Richard Krecker
D/M Warren Kreft
M/M William Kreitzer
Kathy Kruse & Gail Paul
Gary Kuhstoss
Laura Kuligowska
Jenny Kurtzman
Lynne Lagarde
M/M C.A. Lakin
Mary Lamagna
M/M Mark Landa
Norwin Landay
Elaine & Franklin Langsner
M/M Patrick J. Larkin
M/M Tom Larsen
Gladys Leach
M/M John Leach
Duwayne LeBlanc
Charlene & Leonard Ledet
Ken Legan
M/M Lewis Lehr
Richard Leiberman
M/M Robert H. Lemaire
Kay Lemmer
Norman Lents
Richard Leonard & Stacy Augustine
M/M James Lessard
Lois LeValley & Michel N. Moufarrege
Barbara & Edward Levi
Shirley Levine
Thomas Levis
Robert L. Levitin
D/M Edward Levy
M/M I. Harrison Levy
Heather Lewis
Bonnie & Robert Lewis
Eric Leyton
James E. Libby
Sheila Lieberman
Karen Lillard
M/M Andrew Lim
Wen-Hang Lin & Kun-Yen Kuo
Julie Lindholm
Sally & Don Lindsay
Liona Lindstrom
M/M Ronald Lindvahl
Paula & Bruce Linker
M/M Larry Lippon
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D/M Robert F. Lorenzen
Arleen Lorrance & Diane Pike
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M/M Rodney Macdow
Linda Macleish-Jensen
Elizabeth Magnusson
Ralph Mahowald & Karen Landino
A. Mainwright
Jan Mallen
M/M Stan Malmon
M/M William Mandeville
Barbara & Burton Mannis
M/M Larry Manross
Dorothy & Lyman Manser
Kris Manzanares & Chris Schnick
Michael Markewicz
Rosalyn & Edward Marks
M/M Jerome Marks
Don Marquart
Margaret Marshall
Kay Martens
M/M Anthony Martingilio
M/M Mike Masano
Jeffrey Masich
Kimberly & Ralph Massetti
Jenny & Tim Massingale
M/M Silvert Mawrence
M/M Jack May
M/M James May
John B. May & Brenda Pickard
M/M Richard Mayo
Louise & Robert McCall
M/M Donald F. McCann
Toni McClory
Diane & Mark McCloskey
M/M William McConnell
Patricia McCullough
Troy McDaniel
D/M Richard T. McDermott, Jr.
Walter McNulty & Barbara Allen
Michael Medici & Ann Burnett
M/M Rusty Meek
Rosalind & Eugene Meieran
Robin & David Meinhart
Kerry Melcher & Steffan Prokopchak
Rose & Rocco Melillo
M/M Edmund P. Mell
M/M Louis Mellencamp
M/M Efrem Melnick
M/M Chuck Mettille
Jane Metzger
M/M Mike Meyer
Audrey & Jerome Michelson
Loretta & Jean Micuda
Laura & James Miles
Patricia & William Miles
M/M Harold Milinsky
Dick Miller
M/M Edward Miller
Joan & George Miller
M/M Max Miller
M/M Paul Miller
M/M Richard Miller
Roger Miller
M/M Slator Miller
Steven Minard
D/M Sherman Minkoff
M/M Richard Minor
Celeine & Bill Minton
Sylvia & Frank Mintzer
M/M James Misztal

M/M Earl H. Mitchell
M/M Phillip Moeser
Nancy Moffitt
Eldred Molitor
M/M Ken Mooney
M/M Harold Morgan
Kenneth Morgan & John Burdick
Karen Morrisey
M/M Tom Morrow
Janet & Pete Moseley
Vicki Motzkin
Ayi & Patrick Mpinja
Constance Mueller
Hermine Muellerleile D.C.
Jean & Michael Mulroy
Melanie Murn & Michael Sweedlow
M/M Robert Murphy
Gerald H. Myers
Richard Nadolny
Roni & David Nassberg
M/M Carl Nau
Sylvia Nelson
M/M Wayne Nelson
John A. Nesbit
Barbara Newby
Roger Newey
M/M Henry Newlin
M/M Benjamin Newman
Lorraine & Jules Newman
Peter Niemczyk
Bill Nilsson
M/M Donald Nordlund
M/M William Norwood
M/M Peter Novak
Berthe & Jacobus Nunes-Vaz
D/M Paul Nykamp
M/M George Obst
Mamiko Odegard
Gregg Oishi
M/M Robert Okinow
Gary Oliver
Kendall Ong & Beat Assmuth-Ong
M/M Richard Orr
M/M Donald W. Ort
mes Orth
ner Starr Osinski
Fred Osmon
Pace
Pagel
James Paisley
Palanker
l Pammer & Marcia
ane
Parks
Parmet
n Pasquel
Lawrence M. Pass
M Stuart Passon
is Pathuis
mes Patterson
M/M Harry Pauly
Lucretia Pearse
Debra Pearson
M/M Gerald L. Pearson
Roy Pederson & Mary Jane Oring
G. Pelliteri & Gary Derscheid
M. Pamela Penn
Arturo Peralta-Ramos
Amy Perciballi
Toni Lynn Perrin
Laurel Perry
D/M Arthur Pesin
Debbie Peters
Jeanne Peters
Savas Petrides, M.D. & Terry Switsky
Nelson Petrovich
Darren Petrucci & Renata Hejduk
M/M Terrence Petrzelka
Arthur Piccinati
Victoria Pickard-Brown
Jean Marie Piserchia & Robert Ball
Brian Pittluck
Susan & Larry Plosker
M/M Marshall Polk
M/M Max Poll
Earl Pollard
Ned H. Porte
Madeline & Abe Porter
Harry H. Porter, Jr. & Corrine Hayes
Marian & Thomas Porter
Stuart L. Posner & Phyllis S Reuss
M/M Hugh Povar
Catherine F. Powers
M/M Frank Powers
Elaine & Maurice Prag
M/M Steve Price
Melita & Jim Prins
M/M Lawrence Probst
M/M James Prom
M/M Richard Puricelli
M/M Jeff Raben
George Ramsay
Vikki Raskin & Larry Smith
D/M Perry Ratcliff
Indrea Ratiu & Ana Byrd-Ratiu
Barbara Ravitz
M/M John Rawling
Ron Rawson
M/M Tom Reese
M/M Mike Rehling
Harriet Reichman
M/M Julian Reichman
M/M Clayton Rein
William Reisinger
Dolores Reitner
M/M Nort Remes
M/M Edward Resnick
Elaine & Seymour Resnick
M/M Bernard Rethore
Mary Anne & Thomas Reyman
C.L. Rhinard & Barbara Fahey
Mary Rich
M/M Theodore Rich
Barbara Riggs
Anne Riley
M/M David Riley
M/M Jim Robb
M/M John Roberson
M/M Judson Roberts
Jo Anne & Ron Roberts
M/M Dave Robertson
Deborah Robin
M/M Norton Rockler
M/M Gary S. Roe
M/M Peter Rogers
Theresa & Rene Romero
M/M David Romney
Jobi Rosen
Taylor & David Rosenberg
M/M Bertram Rosenblum
Renee & Buddy Rosengarten
Carol Rosensteel
Adele & Carl Rosenthal
Lillian Rosenzweig
Heidi Rosner & Keith Loftin
Linda Ross
Maylene Ross-Waung
Linda & Edward Rossi
Elsa Roth
Lila & Norman Roth
Margo Rubenstein & Peter Winkler
M/M Irving Rubin
M/M Scott Ruby
M/M D. James Rudack
D/M Isadore Rudnikoff
M/M Arnold Rudoff
M/M Donald Ruff
M/M Steven Ruff
Joan Ruffennach
Terry Rusing
M/M Dale Russell
M/M Floyd Russell
M/M Jack M. Rust
M/M Stuart Rutkin
Gloria & Seymour Sacks
Karen & Jay Sadow
Delia Saenz & L.W. Dorsett
M/M Dave Saker
M/M Claude Saks
Claudia Salomon
Sam
M/M Mark D. Samson
M/M Gabriel Sanders
M/M Ralph Sandle
D/M Eugene Sands
Karyl Sanford
Dorothy Sanginario-Smith
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The Tribune

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Flinn Foundation

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The Arizona Republic
Maricopa County Attorney Rick Romley
New England Foundation for the Arts
Scottsdale Charros

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Max & Victoria Dreyfus Foundation
Motorola, Inc.

$2,500 to $4,999

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Arizona Diamondbacks
City of Phoenix
City of Tempe
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$1,000 to $2,499

The Boeing Co.
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Tribute for Mattie Evans
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Tribute for Alfred & Libby Golden
Al & Libby Golden

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Tribute for Stacy Hillman
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Tribute for Bob Karatz
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Tribute for Adele Lieberman
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Mattie Evans
Sheila Lieberman

Tribute for Sidney Shapiro
Harold Ravits
Florence Rogers
Sally & Robert Sherman

volunteers

During the 2000–01 fiscal year, more than 900 volunteers contributed over 35,000 hours of time with a calculated value of $519,646. Even more important is the immeasurable quantity of love, passion, and inspiration that they supply. Quite simply, the Scottsdale Cultural Council and all its projects and organizations couldn't operate without them. Our volunteers truly transform dreams, plans, celebrations, ideas, programs, exhibitions, and performances into achievements. While space limitations prohibit us from listing them individually, we offer our deepest thanks to each and every one.

thank you

fine art collection

Since its inception in 1967, the Scottsdale Fine Art Collection has flourished largely through the generosity of benefactors. As an ongoing effort to recognize its contributors, the Scottsdale Museum of Contemporary Art is pleased to acknowledge the acceptance of the following donations to the museum's permanent collection during the July 1, 2000 – June 30, 2001 year.

David Gilhooly
Frog Washington Crossing the Delaware,
n.d.
ceramic
Gift of Eva S. Jungermann

John "Crash" Matos
From East to West
2000
Krylon spray paint on aluminum
Gift of the Artist and AZ/NY Gallery

Paul Reed
Oliviz II
1965
acrylic on canvas
Gift of Jean Reed Roberts

Mel Roman
Untitled
1990
Cibachrome triptych
Gift of Aileen & Meyer Osofsky

Xiaoxe Xie
Library No. 9
1996
Oil on canvas
Partial purchase, partial gift of Daxue Xu

Segura Publishing Company, located in Tempe, is a fine-art print publisher that partners with visual artists to create limited-edition prints. Recognizing their distinct value, SMoCA purchased the company's archives in 1997. The museum continues to annually acquire works printed during the past year from the Segura archives.

Christina Cardenas
Yo Soy/Myself
1999
lithograph
Purchased from the Segura Publishing Archives by SMoCA

James G. Davis
The Last Neanderthal,
1999
lithograph
Purchased from the Segura Publishing Archives by SMoCA

Tony DeLap
Lunar
2000
photolithograph
Purchased from the Segura Publishing Archives by SMoCA

Tony DeLap
To Kathy on Her Birthday
2000
photolithographs
Purchased from the Segura Publishing Archives by SMoCA

Monica Martinez
Alchemical Action
2000
lithograph
Purchased from the Segura Publishing Archives by SMoCA

Faith Ringgold
Under A Blood Red Sky
2000
lithograph
Purchased from the Segura Publishing Archives by SMoCA

Dan Rizzie
Panicula
2000
lithograph
Purchased from the Segura Publishing Archives by SMoCA

Dan Rizzie
Tulipa
2000
lithograph
Purchased from the Segura Publishing Archives by SMoCA

Jane Rosen
Remy
1999
lithograph
Purchased from the Segura Publishing Archives by SMoCA

Santi
La Caridad
2000
lithograph
Purchased from the Segura Publishing Archives by SMoCA

James Turrell
Image Stone: Moon Side
1999
gravure, aquatint and photolithograph
Purchased from the Segura Publishing Archives by SMoCA

James Turrell
Penzance Eclipse
1999
photogravure and aquatint
Purchased from the Segura Publishing Archives by SMoCA

Ian van Coller
Riksha Boys
2000
photolithograph/linoleum
Purchased from the Segura Publishing Archives by SMoCA

Larry Yanez
Ay Juana Cholla
1999
lithograph
Purchased from the Segura Publishing Archives by SMoCA

In 1985, a percent for art ordinance was adopted, and the Scottsdale Public Art Program was created with the goal to enhance the quality of life afforded area residents and visitors. Since that time, more than 50 permanent and temporary public art installations by regional and national artists have been completed throughout the community.

Laurie Lundquist
Running Water
2001
video
Commissioned by the Scottsdale Public Art Program

Joe Tyler
Lizard Acres
2001
welded steel, rebar
Commissioned by the Scottsdale Public Art Program

James Turrell
Knight Rise
2001
plastered concrete and recessed lights
Commissioned by the Scottsdale Public Art Program

With funds provided by Scottsdale's Fine Arts Trust, the museum was able to acquire several works from its exhibitions in support of the museum's mission to collect, preserve, interpret, and exhibit works of modern and contemporary art, architecture, and design.

Howard Ben Tré
Suspended Series
1999
five monoprints on paper
Museum Purchase

Claudia Bernardi
Pasa Un Angel
1998
monotype fresco
Museum Purchase

IMAGES (page number, title):

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2 Ladysmith Black Mambazo
3 *Late Nite Catechism*
4 **Takashi Murakami**, *Mr. DOB (smile)*, 1995
5 **James Turrell**, *Afrum Proto*, 1966
6 **Joe Tyler**, *Lizard Acres*, 2001
9 Loseling Monks of Tibet
10 **Donald Sultan**, *Oranges, February 27, 1987*, 1987, detail
14 A Cappella Fest: Rockapella
15 **Laura Whipple**, *Cat Mummy*, 1994
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27 **Erik Gonzales** *Visual Puzzles*, 2000, detail photo by Laurie Campbell
28 **Kyoko Ibe**, *Spirit and Nature*, 2000
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30 **Joe Tyler**, *Lizard Acres*, 2001

CITY COUNCIL REPORT

MEETING DATE: 01/21/2003 ITEM NO. 18 GOAL: Long-term Economic Prosperity

SUBJECT

Consideration of Downtown Scottsdale Partnership funding request.

REQUEST

As requested by a Council member, consideration of a request by Downtown Scottsdale Partnership (DSP) for the City to provide $35,000 of additional operating funds for 2002, authorize $59,500 in EMSD assessments for a Special Events Production fund and for Council to decide whether to restore, from EMSD assessments, funds provided from the City's general funds in 1997 to create the EMSD and thus release DSP from an obligation use EMSD funds to repay these funds to the general fund. Resolution No. 6213 is attached for Council's use in authorizing the funding and providing the necessary direction to comply with all or a portion of these requests.

BACKGROUND

The Downtown Scottsdale Enhanced Municipal Services District (EMSD) has been authorized by the City Council as a means to provide comprehensive and unified marketing and promotional service for the Downtown. From December 1997 through June 2002, the management and marketing were provided through a contract with DSP, a non-profit corporation created by the downtown property and business owners to provide such a service to Downtown Scottsdale. All collected EMSD assessments and $50,000 in an annual City contribution were provided to DSP's budget for use in marketing and advertising Downtown Scottsdale's EMSD and the administrative costs of their efforts. In 2002, during the re-authorization process of the EMSD assessments, the City Council decided to separate the management and marketing of the EMSD services and approved contracts with DSP for management of the EMSD services and Cramer-Krassalt for the marketing/advertising EMSD services.

Based on the Council's actions on July 2, 2002, the City approved the annual 2002/2003 EMSD Budget for a total of $633,400 and agreed to approve a contingency transfer of $100,000 to the EMSD account to be added to the assessments received from the business and property owners within the EMSD boundaries. The City 2002 transfer reflected a doubling of the historic City contribution to the EMSD efforts, from $50,000 annually to $100,000 this fiscal year. The budgeted funds are being spent under four main categories:

1. $97,000 for DSP's management contract for Downtown EMSD activities in 2002/2003.
2. $500,000 for Cramer-Krassalt's marketing/advertising contract for Downtown EMSD
3. $15,000 annual expenses for the required update in Spring 2003
4. $21,400 allocated for uncollected assessments.

Action Taken_____

DSP's Request No. 1: DSP's request letter states that the approved management funding of $97,000 does not provide for all of the needs of managing the District and has submitted a DSP management budget in the amount of $144,741 that shows a deficit of $22,741 and $11,000 in unbudgeted needs for copying and mailing of a monthly newsletter and membership in the International Downtown Association. The $22,741 deficit and the $11,000 unbudgeted needs make up the primary portion of DSP's $35,000 request for additional funding.

DSP's Request No. 2: As a part of the original creation of the EMSD, City Council approved the expenditure of $99,813.15 for legal and engineering expenses from the General Fund with the thought that these expenses would be repaid from the EMSD assessments collected over the five year timeframe. In December of 1997, the City and DSP executed a Downtown Enhanced Services District Agreement, that among other things, provided that DSP would repay, from the EMSD assessment funds passed on to DSP, the City's general fund for expenses incurred in the original organization of the EMSD.

During the 5 years of this 1997 Agreement in which DSP provided all of the services for the EMSD (management and marketing and promotional activities), their budget was set annually based on the EMSD assessments, the City annual contribution of $50,000 and any additional in-kind services or other contributions that businesses might be willing to make. These budgets were approved by DSP's Board and the City Council on an annual basis. Funding from these various sources was used to provide management and marketing services of the EMSD and was to include the repayment of the origination expenses to the City's general fund. In a number of other cities, the EMSD creation expenses have been funded by that city as a part of setting up the special district assessments.

DSP has not repaid these EMSD funds to the City's general fund, though the City does hold $59,500 in EMSD/DSP funds pending a resolution of this issue. DSP has requested that the City release DSP from the total $99,813.15 obligation to return EMSD funds to repay the General Fund account. DSP states that it does not have funds available, nor does it expect to be able to generate the funds, to repay more than the $59,500 EMSD funds that the City is holding.

DSP's Request No. 3: Additionally, DSP requests that the City return the $59,500 of 1997-2001 EMSD funding currently being held by the City to DSP so that these funds may be used to provide a fund for Special Event Production expenses for Downtown EMSD events (barricades, port-a-jons, police time, event fees). Previously, these expenses have been covered by sponsorships, but based on the current economic conditions, DSP and Cramer-Krasselt believe that a backup source of funding is required and prudent. The Cramer-Krasselt contract provides for marketing and promotion of these events, but does not cover production expenses.

In April 2002, City Council approved moving forward with the reauthorization of the EMSD assessments based on budgeted expenses for engineering, survey, and legal services of $63,540.00. Actual expenses to date total $63,043.26. Funding for these expenses was to come from the repayment of DSP's $99,813.15 obligation, in essence, a re-use of a portion of the City's original General Fund advance. The City did not look for repayment of these administrative expenses from the EMSD assessments due to its desire to increase the expenditures for EMSD marketing and advertising. If the City releases DSP from all repayment

obligations, then the re-authorization expenses, as well as the original organizational expenses will have been funded from the City's general fund.

ANALYSIS & ASSESSMENT

Policy implications. The creation of the original EMSD and the 2002 re-authorization of the EMSD, with the approval of the downtown business and property owners, enables the funding of a marketing and advertising effort for the Downtown Area. Additional City contribution to DSP's operational expenses and release from a substantial obligation to payback the original organizational expenses for EMSD and DSP will allow DSP to provide monthly newsletters to the EMSD/DSP members, meet their 2002 operational budget, continue membership in the International Downtown Association, and provide funding for future Special Event Production expenses. All of these items could enhance the management of the marketing and advertising effort in the Downtown area, and, in the case of the Special Event Production Expenses, provide funding for and encourage the continuation and possible addition of more of these type of events over a number of years.

Community involvement. During the EMSD re-authorization process that took place from late 2001 and through the spring of 2002, numerous public meetings, surveys and various outreach efforts were used to involve the downtown community in the decision to continue and enhance the EMSD activities and management of those services.

RESOURCE IMPACTS

The financial impact of agreeing to all of these requests would be to require that $35,000 be transferred out of Contingency Funds to the EMSD Account 2. This would cover the $35,000 in additional City contribution to the EMSD account and allow for funding of an increase in the contract with DSP. The General Fund Contingency Account balance is $2,710,000 prior to this action. If this action is fully approved, then the Contingency Fund remaining balance would be $2,675,000 which includes $1,402,697 reserved for overtime. Additionally, DSP would not be reimbursing the City's General Fund the $99,813.15 obligation remaining from the 1997 COS Downtown Enhanced Services District Agreement. The $59,500 of EMSD funds that DSP had saved up and is currently being held by the City would be re-budgeted to the EMSD Special Events Production fund.

Available funding. Contingency funding is required for the $35,000 contribution to DSP. If the General Fund is not to be reimbursed for the 1997 EMSD expenses, then the $59,500 being held can be utilized for other EMSD activities, such as the Special Events Production Fund.

Future budget implications. There are no specific budget implication unless the City Council agrees to continue the additional funding of $35,000 for DSP management activities in future years.

OPTIONS

There are several options for Council to consider in the possible approval of Resolution No. 6213:

Description of Option A:

Approve DSP's request for a $35,000 increase in management contract funding, release of the total original $99,813.15 EMSD/DSP obligation to repay the City's general fund, and approve use of $59,500 of EMSD assessments for Special Events Production fund.

Description of Option B:

Don't approve DSP's request for a $35,000 increase in management contract funding, or release the EMSD/ DSP $99,813.15 obligation to repay the City's general fund or approve use of $59,500 of EMSD assessment funds for Special Events Production fund.

Description of Option C:

Approve a compromise of either of the above positions by:

a. approving a smaller addition to the 2002 DSP Management Contract amount.
b. approving the release of a portion the $99,813.15 obligation to repay the General Fund account.
c. approving the use of a smaller portion of the $59,500 EMSD assessment funds being held for the Special Events Promotion fund.

Resolution No. 6213 has been written with blanks for the Council to fill in based on their agreement on the above options and the exact funding approved.

RESPONSIBLE DEPT(S)

Economic Vitality Department

STAFF CONTACTS

David Roderique, Economic Development Department, General Manager, 480-312-7601, droderique@ci.scottsdale.az.us

Laurel W. Edgar, Economic Development Department, Revitalization Manager, 480-312-7313, ledgar@ci.scottsdale.az.us

APPROVED BY

David Roderique — Date 6/6/03
General Manager, Economic Development

Jan Dolan — Date 06/06/03
City Manager

ATTACHMENTS

1. October 11, 2002 Request Letter from DSP
2. Resolution No. 6213

SCOTTSDALE DOWNTOWN

October 11, 2002

OCT 2002 Received Mayor's Office

The Honorable Mary Manross
Office of the Mayor
City of Scottsdale
3939 N. Drinkwater Boulevard
Scottsdale, Arizona 85251

Dear Mayor Manross,

The Downtown Scottsdale Partnership respectfully requests that the City of Scottsdale release the DSP from its current financial obligations and provide additional funding for the ongoing operations of the organization.

When the City of Scottsdale formed the original Enhanced Municipal Services District in 1997, one of the conditions was that the District would repay the City of Scottsdale for any expenses incurred in the formation of the District. The amount of the debt was $99,813.15. The conditions of the repayment were that it must be repaid by June 2, 2002. Prior to that date, DSP representatives met with the City to discuss the resolution of this debt. From the beginning, it was assumed by the DSP Board of Directors that the City of Scottsdale would be willing to forgive the debt. Various City staff members reinforced this assumption over the years.

As a result of the attached compilation of last year's financial challenges, we currently have $60,000 remaining from the $99,813.15. Those dollars, in the form of a cashiers check, were used to meet the bonding requirements required to respond to the EMSD #2 RFP. The City of Scottsdale still has possession of that check.

On July 2 the City of Scottsdale, through Council action, approved a new contract for the management of EMSD #2 to the Downtown Scottsdale Partnership. The amount of funding provided through the contract was $97,000. As you can see by attachment 2, that level of funding does not provide for all of the needs of the district.

We would respectfully ask that the City of Scottsdale consider the following actions:

- Provide additional funding in the amount of $35,000 annually for the ongoing operational expense associated with the management of the Downtown EMSD #2.
- Forgive $40,000 of the total amount owed by the DSP.
- Further that they forgive the remainder of the amount owed ($59,813.15) for DSP's use as funding for Special Event Production Expenses.

Thank you for your consideration of this request. If I can answer any questions, please do not hesitate to give our Executive Director Dwayne Richard or me a call.

Sincerely,

Carroll

Carroll Huntress
President, Board of Directors

CC: Jan Dolan
Ed Gawf
Sahler Hornbeck

DOWNTOWN SCOTTSDALE PARTNERSHIP, INC.
7044 E. FIFTH AVENUE • SCOTTSDALE, AZ 85251 • TELEPHONE 480.947.6423 FACSIMILE 480.423.5833 WWW.DOWNTOWNSCOTTSDALE.COM

SCOTTSDALE DOWNTOWN

Factors Impacting Downtown Scottsdale Partnership Finances In 2001-2002

- As the Downtown Scottsdale Partnership entered into the final year of its management contract, a budget was prepared that insured sufficient funds would be available, if necessary, to repay the City of Scottsdale. The budget did not anticipate the challenges that would hit our community and country. As a direct result of the downturn in the economy and the attacks of 9/11 and the sharp cut back in corporate sponsorships valley-wide, the budget became unobtainable. Mid-year budget adjustments were made to reflect these changes, but at the same time, these same issues necessitated that we increase our marketing efforts in an attempt to draw additional local traffic to our Downtown. These dollars were used for additional radio and newspaper ads to promote the Farmer's Market and various area special events.

- In the spring, representatives of the hospitality industry approached the DSP regarding ***The Great Race***. This cross-country road rally was coming through the valley and was interested in stopping in Scottsdale Downtown. As a result of the downturn of the economy, the Tourism Development Commission has no additional funds available for the event. The Downtown Scottsdale Partnership was the only entity that had access to sufficient funds to bring this event to Scottsdale. While attempts were made to attract corporate sponsorships to cover the costs of the event, the economy prevented us from being successful in those endeavors. ***The Great Race*** drew over 8,000 local visitors to Scottsdale Downtown in the middle of the week during the heat of July. This event cost $10,000 to bring to Scottsdale Downtown and an additional $7,000 to stage and market. Dollars well spent to re-introduce our Downtown to the valley.

- As the process to re-authorize the EMSD slowly moved forward, the DSP was faced with decisions regarding advertising during the last half of the year. In order to insure that Scottsdale Downtown stayed in front of the visitors and locals, the DSP committed to run an ad in the Fall/Winter Valley Guide Map. This map, which has proven to be very popular with visitors and residents, had a placement deadline of early June so a decision was made to run the ad using last year's funding.

- As a result of the above mentioned budget issues, we currently have $60,000 remaining from the $99,813.15. Those dollars, in the form of a cashier's check, were used to meet the bonding requirements required to respond to the EMSD #2 RFP. The City of Scottsdale still has possession of that check.

DOWNTOWN SCOTTSDALE PARTNERSHIP, INC.

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10/08/02

DOWNTOWN SCOTTSDALE PARTNERSHIP
Budget Overview
July 2002 through June 2003

	Jul '02 - Jun '03
Income	
5100 · City Contribution	97,000.00
5650 · Advertising	20,000.00
5700 · Other Fundraising	5,000.00
Total Income	122,000.00
Expense	
6000 · Salaries	
6100 · Executive Director	67,999.92
6125 · Office Manager	12,000.00
6175 · Marketing Director	3,000.00
Total 6000 · Salaries	82,999.92
6300 · Benefits	
6350 · FICA Expense	6,499.92
Total 6300 · Benefits	6,499.92
6500 · Insurance	
6525 · Health	3,250.00
6550 · Dental	975.00
6575 · Life	400.00
Total 6500 · Insurance	4,625.00
6600 · Professional Services	
6615 · Legal & Accounting	2,800.00
Total 6600 · Professional Services	2,800.00
6700 · Operations	
6705 · Rent	23,004.00
6710 · Utilities	1,999.92
6730 · Property Insurance - Package	1,500.00
6731 · D&O Insurance	2,200.00
6735 · Office Furniture/fixtures	300.00
6740 · Equipment Lease	2,208.00
6745 · Entertainment	720.00
6750 · Office Supplies	1,992.00
6755 · Janitorial	1,800.00
6760 · Dues & Subscriptions	1,500.00
6765 · Miscellaneous	1,992.00
6770 · Postage/Mailing	3,480.00
6780 · Telephone	2,520.00
6785 · Repair & Maintanence	400.00
6788 · Travel Expenses/Mileage	1,200.00
6795 · Annual Election	1,000.00
Total 6700 · Operations	47,815.92
Total Expense	144,740.76
Net Income	-22,740.76

DSP Budget Shortfall For 2002-2003

On July 2 the City of Scottsdale, through Council action, approved a new contract for the management of EMSD #2 to the Downtown Scottsdale Partnership. The amount of funding provided through the contract was $97,000. As you can see by the proposed budget above, that level of funding does not provide for all of the needs of the district. This budget is a bare bones budget that has eliminated any unnecessary expenses and reflects the elimination of a full time staff position but still reflects a deficit. We have also committed to raising an additional $25,000 through advertising revenue. Those items not covered in this budget are the following:

- Monthly Newsletter/$8,000
- International Downtown Association Membership and Meetings/$3,000
- Special Event Production Expenses/TBD. This funding will cover costs associated with the production of events. While sponsorship dollars have funded many of these activities in the past, today's economy dictates that we provide a backup source of funding for these expenses. The contract with Cramer-Krasselt provides for the marketing and promotion of these events but does not provide funding for the production expenses.

DRAFT

RESOLUTION NO. 6213

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, FOR THE PURPOSE OF AUTHORIZING AMENDMENTS TO CITY OF SCOTTSDALE CONTRACT NOS. 970061 AND 2002-100-COS WITH DOWNTOWN SCOTTSDALE PARTNERSHIP AND STATING THE COUNCIL'S DECISION WHETHER FUNDS GENERATED FROM ENHANCED MUNICIPAL SERVICES DISTRICT ASSESSMENTS SHALL BE USED TO RESTORE TO THE CITY'S GENERAL FUND CERTAIN FUNDS PREVIOUSLY EXPENDED FOR ENHANCED MUNICIPAL SERVICES PURPOSES.

WHEREAS, on June 30, 1997, the City Council of the City of Scottsdale adopted Resolution No. 3042 to form the Downtown Enhanced Municipal Services District which provides to the City funds to use for enhanced municipal services in downtown Scottsdale; and

WHEREAS, the City's general fund provided $99,813.15 (the "1997 Funds") for the initial funding to create the district; and

WHEREAS, on May 28, 2002, the council adopted Resolution No. 6083 to enable the Downtown Enhanced Municipal Services District to provide continuing enhanced municipal services in downtown Scottsdale; and

WHEREAS, the City's general fund provided approximately $63,540.00 (the "2002 Funds") for the funding for the reauthorization of the district; and

WHEREAS, the City may elect to use funds collected as district assessments to restore to the City's general fund amounts expended from the City's general fund for district purposes; or the City may elect not to restore the City's general fund and instead designate those amounts as general fund expenditures for enhanced municipal services; and

WHEREAS, the $63,540.00 contingency transfer council approved on April 2, 2002 contemplated that the 1997 Funds would be restored to the general fund and that the 2002 Funds would not be restored to the general fund; and

WHEREAS, the City is now holding $59,500.00 collected as district assessments which could be used to partially restore the 1997 Funds or the 2002 Funds to the general fund, or to purchase additional enhanced services; and

WHEREAS, additional district assessment funds for restoration of the general fund could be collected over time, which would require coordination with the remainder of the budget for use of assessment funds; and

WHEREAS, the City and Downtown Scottsdale Partnership, Inc. ("DSP") have entered into a certain City of Scottsdale Enhanced Services District Agreement No. 970061 (the "First DSP Agreement") dated December 1, 1997 whereby DSP has provided enhanced municipal services to the City; and

WHEREAS, City and DSP have entered into a certain City of Scottsdale Management Services Contract No. 2002-100-COS (the "Second DSP Agreement") dated July 2, 2002 whereby DSP is to provide additional enhanced municipal services to the City; and

WHEREAS, DSP has requested that the council refrain from restoring some or all of the 1997 Funds and the 2002 Funds to the general fund and that the council make additional general funds available to provide enhanced municipal services; and

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Of the total $99,813.15 in 1997 Funds, $_____ shall be restored to the general fund using part of the $59,500.00 now held by the City, and $_____ shall be restored to the general fund using future district assessments collected. The remaining 1997 Funds in the amount of $_____ shall not be restored to the general fund and are hereby designated as general fund expenditures by the City for enhanced municipal services.

Section 2. Of the total $63,540.00 in 2002 Funds, $_____ shall be restored to the general fund using part of the $59,500.00 now held by the City, and $_____ shall be restored to the general fund using future district assessments collected. The remaining 2002 Funds in the amount of $_____ shall not be restored to the general fund and are hereby designated as general fund expenditures by the City for enhanced municipal services.

Section 3. Additional general funds in the amount of $_____ are hereby approved for payment to DSP for additional enhanced municipal services related to DSP's request for a $35,000.00 increase in the funding and municipal services to be provided by DSP under the Second DSP Agreement.

Section 4. The amount of $_____, being a portion of the remainder of the $59,500.00 in assessment funds the City is now holding not used to restore the 1997 Funds shall be used to provide a fund for production of downtown promotional events such as car shows, farmers markets and so on. Expenditures of such funds are to be approved in advance by the Tourism Development Board.

Section 5. A contingency transfer from general fund account No. 100-99501-52890 (General Contingency) to general fund account No. 100-13300-52190 (Enhanced Municipal Services District) in the amount of $_____ is hereby authorized to accommodate the foregoing expenditures of general fund money.

Section 6. The enhanced municipal services district's budget for subsequent years shall be adjusted so that district funds shall be used to restore the general fund at a rate of $_____ per _____ commencing _____, 20___ continuing until the entire amounts provided above are restored to the general fund.

Section 7. DSP's use of $40,313.15 under the First DSP Agreement (which was the cost of enhanced municipal services provided by DSP beyond the limits of the First DSP Agreement) is hereby ratified. Said amount has already been paid to and spent by DSP from district assessment funds paid by City, and the preceding sentence is not a commitment by the City to pay an additional $40,313.15 from the general fund or from district assessments.

Section 8. The mayor is hereby authorized and directed to enter into on behalf of the City an amendment to the First DSP Agreement to the effect that:

A. The City approves DSP having received and spent the amount of $40,313.15 for enhanced municipal services beyond the amounts provided by the First DSP Agreement.

B. DSP's covenant to pay certain "In-kind Advances" as required by the last sentence of paragraph 2.1 of the First DSP Agreement is extinguished.

Section 9. The mayor is hereby authorized and directed to enter into on behalf of the City an amendment to the Second DSP Agreement to the effect that:

A. The additional amount stated above, if any, which council is approving related to DSP's $35,000.00 request and the additional amount stated above, if any, which council is approving related to DSP's $59,500.00 event funding request are added to the amounts payable by City to DSP under the Second DSP Agreement. Payment of such amounts shall be subject to the requirements and limitations contained in the Second DSP Agreement and this resolution.

B. The obligation to provide the enhanced municipal services described related to the additional funding approved by council is added to DSP's other obligations under the Second DSP Agreement.

C. City shall retain and own the $59,500.00 which DSP deposited with City in connection with City's spring 2002 request for proposals to provide enhanced municipal services.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ___ day of _____, 20___.

_____
Mary Manross, Mayor

ATTEST:

By: _____
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

By: _____
David A. Pennartz, City Attorney

33139v7