

**AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
February 1, 2012
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION AT OR AFTER 5:00 PM - Pursuant to ARS 38-431.03(A)(1) to discuss personnel matters - Annual evaluation of the Chief of Police

RESUME REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE - Onita Davis, President - Oro Valley American Legion Auxiliary Unit 132

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

DEPARTMENT REPORTS

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

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

INFORMATIONAL ITEMS

1. Police Department Appreciation Letter

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

PRESENTATIONS

1. Proclamation - Oro Valley American Legion Auxiliary Unit 132 Salute to Anna Ella Carroll Day on February 12, 2012
2. Proclamation in Recognition of Arizona's Centennial

CONSENT AGENDA

(Consideration and/or possible action)

- A. Police Department Statistics - November 2011
- B. Reappointment of Stephen Dean as the Town's citizen representative on the Pima Association of Governments (PAG) Environmental Planning Advisory Committee (EPAC)
- C. Cancellation of the March 21, 2012 Regular Session Town Council Meeting
- D. Resolution No. (R)12-06 Authorizing and executing a License Agreement between the Town of Oro Valley and the Oro Valley Historical Society to allow for the planting, cultivating and maintenance of historical gardens and to permit guided site tours on the site known as Steam Pump Ranch

REGULAR AGENDA

1. RESOLUTION NO. (R)12-07, AUTHORIZING AND APPROVING AMENDMENT NUMBER 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR PROVISION OF CIRCULATOR BUS SERVICE
2. RESOLUTION NO. (R)12-08, AUTHORIZING AND APPROVING THE TOWN OF ORO VALLEY DEVELOPMENT AND INFRASTRUCTURE SERVICES DEPARTMENT TRANSIT SERVICES DIVISION SUN SHUTTLE DIAL-A-RIDE FARE INCREASE
3. FISCAL YEAR 2011/12 FINANCIAL UPDATE THROUGH DECEMBER 2011
4. DISCUSSION AND POSSIBLE ACTION REGARDING THE PLACEMENT OF A-FRAME SIGNS FOR NON-PROFIT ORGANIZATIONS AT LOCAL BUSINESSES
5. DISCUSSION AND POSSIBLE ACTION REGARDING THE PLANNING AND ZONING WORK PLAN AND THE GENERAL PLAN ENERGY ELEMENT

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

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

ADJOURNMENT

POSTED: 1/25/12 at 5:00 PM by tlg

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

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

INSTRUCTIONS TO SPEAKERS

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

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

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

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

Thank you for your cooperation.



Town Council Regular Session

Item # 1.

Meeting Date: 02/01/2012

Submitted By: Catherine Hendrix, Police
Department

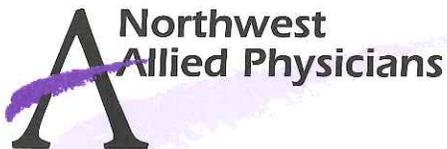
Information

Subject

Police Department Appreciation Letter

Attachments

[Appreciation Ltr 011712](#)



Town of Oro Valley Police Dept.
attn: Chief Daniel Sharp
11000 North La Cañada Drive
Oro Valley, Arizona 85737

January 6, 2012

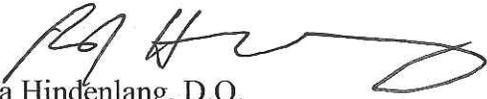
Dear Chief Sharp,

I want to thank you for having the Oro Valley citizen's police academy courses, also a thanks to officer Jodi Stevens for her role in facilitating the classes. I enjoyed the 12-week course immensely, learning so much about the functions and responsibilities of the OVPD. Growing up in the 1970-80s my attitude certainly was far different than what it is now that I've completed the class, in particular, I now truly appreciate the OVPD. I feel well protected living in OV.

I had the wonderful opportunity to ride along with the officer Brent Selby in December 2011 from 7pm-4am on the DUI task force, including attending the DUI briefing at TPD. I'll admit that I was shocked to see the downsized TPD task forces vs. OVPD! For me, the ride along was fantastic, I realized and appreciated the proactiveness of Officer Selby. The ability of maintaining public safety at all times greatly impressed me.

As a physician, I'd be willing to contribute in any way that I can to your department. Please feel free to contact me if there is any way that I can be of help.

Sincerely,


Roberta Hindenlang, D.O.
Northwest Allied Physicians
Board of Trustee, Oro Valley Hospital

cc: Barbara LaWall / Pima County Attorney

Received by

JAN 11 2012 

Oro Valley Police Dept.

Roberta J. Hindenlang, D.O.
1521 E. Tangerine Road, #131 • Oro Valley, AZ 85755
Phone: 825-5719 • Fax: 825-9667



Town Council Regular Session

Item # 1.

Meeting Date: 02/01/2012

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Proclamation - Oro Valley American Legion Auxiliary Unit 132 Salute to Anna Ella Carroll Day on February 12, 2012

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

Proclamation

**THE ORO VALLEY AMERICAN LEGION AUXILIARY UNIT 132 SALUTE TO
ANNA ELLA CARROLL DAY**

WHEREAS, the 12th of February is the birth date of President Abraham Lincoln; and

WHEREAS, February 2012 marks the 150th anniversary of the Union Army's first two major victories (Ft. Henry on February 6, 1862 and Ft. Donelson on February 16, 1862); and

WHEREAS, those victories by Grant and Foote, enabled in part by a strategy developed by Anna Ella Carroll, are part of the untold history of the role of women in defense of our nation; and

WHEREAS, 2012 is also the 150th anniversary of the westernmost Civil War battle at Arizona's own Picacho Pass; and

WHEREAS, the 2012 observance of President Lincoln's birthday and the recognition of the above Civil War milestones provide an opportunity to honor women who serve or have served, through volunteerism, in defense of our nation. In particular, Anna Ella Carroll, secret member of President Lincoln's Cabinet who has remained mostly unrecognized because she was a female and a civilian.

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of Oro Valley, hereby proclaim February 12, 2012, as the "**Oro Valley American Legion Auxiliary Unit 132 Salute To Anna Ella Carroll Day**" and, in conjunction with the observance of this day, urge everyone to support the Oro Valley American Legion Auxiliary Unit 132 and their first film festival, which will honor Ms. Carroll.

Dated this 1st day of February, 2012

ATTEST:

Dr. Satish I. Hiremath, Mayor

Julie K. Bower, Town Clerk



Town Council Regular Session

Meeting Date: 02/01/2012

Requested by: Tracey Gransie

Submitted By:

Julie Bower, Town Clerk's
Office

Department: Town Clerk's Office

Information

SUBJECT:

Proclamation in Recognition of Arizona's Centennial

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

AZ Centennial Proclamation

ARIZONA CENTENNIAL

WHEREAS, Arizona entered the Union as the 48th state and the last of the contiguous states on February 14, 1912 upon proclamation of President William Howard Taft: and

WHEREAS, Arizona will commemorate its one hundredth anniversary of statehood on February 14, 2012; and

WHEREAS, Arizona should commemorate its Centennial by creating a greater awareness among residents and visitors alike of its vibrant culture, heritage and beauty; and

WHEREAS, the Centennial provides a sense of unity and pride among residents by accentuating the diverse nature of the State's people, entrepreneurial spirit, educational opportunities and tourist destinations and reminding Arizonans of the need to leave a lasting legacy for generations to come.

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of the Town of Oro Valley, Arizona, do hereby encourage all of our citizens to celebrate Arizona's Centennial by supporting arts and culture in the Town of Oro Valley and the State of Arizona.

Dated this 1st day of February, 2012

ATTEST:

Dr. Satish I. Hiremath, Mayor

Julie K. Bower, Town Clerk



Town Council Regular Session

Item # A.

Meeting Date: 02/01/2012

Submitted By: Catherine Hendrix, Police
Department

Information

SUBJECT:

Police Department Statistics - November 2011

Attachments

PD November Stats

ORO VALLEY POLICE DEPARTMENT POLICE ACTIVITY SUMMARY

2011	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total Calls	15439	1389	1407	1498	1327	1391	1268	1416	1541	1397	1460	1345	
Commercial Veh Enforcement	262	23	27	2	22	25	40	16	30	37	18	22	
Residential Burglaries****	78	3	4	9	6	5	6	10	19	7	3	6	
Non-Residential Burglaries****	30	0	1	0	4	2	5	1	0	2	3	12	
All Burglary Attempts****	25	2	1	2	0	1	0	2	3	1	3	10	
Thefts	527	69	37	50	41	52	43	49	52	54	42	38	
Vehicle Thefts****	24	4	4	2	3	1	1	4	3	0	1	1	
Recovered Stolen Vehicles****	6	2	0	0	0	0	1	1	0	1	1	0	
Attempted Vehicle Thefts****	3	0	0	0	1	0	0	0	2	0	0	0	
DUI	177	13	11	20	8	19	15	15	14	22	16	24	
Liquor Laws	49	5	4	2	5	7	5	4	9	3	2	3	
Drug Offenses	155	18	18	14	18	14	10	8	16	11	13	15	
Homicides	1	0	0	0	0	0	0	0	1	0	0	0	
Robbery	6	0	0	1	1	1	2	0	0	0	0	1	
Assault	133	6	13	16	16	8	11	12	20	12	11	8	
Total Arrests***	1737	180	165	164	175	174	145	164	138	165	116	151	
Assigned Cases	728	58	87	80	58	50	67	61	89	50	53	75	
Alarms (Residential)	755	47	65	57	63	72	74	97	81	63	73	63	
Alarms (Business)	405	38	30	33	23	35	28	76	48	40	25	29	
K9 Searches	246	37	14	24	0	16	27	33	34	35	12	14	
First Aid Calls	2344	189	235	230	230	218	173	200	228	189	232	220	
Accidents	450	54	39	39	48	35	40	31	50	33	39	42	
Citations (Traffic)**	3967	436	308	283	269	308	308	396	464	707	488	**	
Warnings	4655	515	368	338	271	447	408	472	483	434	470	449	
Repair Orders	675	60	103	27	77	73	51	60	52	69	47	56	
Public Assists*	1634	115	183	188	153	182	95	94	156	180	128	160	
Reserve Man Hours	0	0	0	0	0	0	0	0	0	0	0	0	
Dark House Checks*	15795	1027	1460	1062	935	1565	1447	1937	2059	1510	1501	1292	
Drug Task Force Arrest	58	9	8	19	16	2	1	0	0	2	0	1	
CVAP Dark House Cks	8095	176	683	291	410	945	826	1298	1395	874	857	340	
CVAP Public Assists	588	52	83	62	52	82	31	39	34	61	37	55	
CVAP Total Hours	12463	1010	1820	1245	1024.5	1095	855	985	1158.5	1096.5	1124.5	1049	

Arrest total updated 10/31/11

* Total Includes CVAP. CVAP hours adjusted after an audit found discrepancies.

** Traffic data delayed 30 days due to data entry backlog

*** As of 1/1/09 "Total Arrests" are compiled through the Spillman database and include all cite and release arrests along with all physical arrests.

Based on further investigation, actual classifications may change resulting in small variances of case counts.

****Burglary Attempts and Non-Residential Burglaries/Vehicle Theft Attempts and Stolen Vehicle Recoveries have been separated from total counts as of August, 2010

	Jan-Nov 2009	Jan-Nov 2010	Jan-Nov 2011		November 2009	November 2010	November 2011
Total Calls	15302	15766	15439		1326	1362	1345
Commercial Veh Enforcement	##	153	262		##	10	22
Residential Burglaries	82	53	78		4	4	6
Non-Residential Burglaries****	16	19	30		2	2	12
All Burglary Attempts****	13	15	25		1	6	10
Thefts	478	574	527		39	48	38
Vehicle Thefts	29	24	24		9	1	1
Recovered Stolen Vehicles****	14	9	6		5	0	0
Attempted Vehicle Theft****	5	5	3		2	0	0
DUI	230	198	177		14	12	24
Liquor Laws	67	43	49		5	3	3
Drug Offenses	173	161	155		12	11	15
Homicides	0	0	1		0	0	0
Robbery	2	8	6		0	0	1
Assault	115	125	133		15	17	8
Total Arrests***	2199	1793	1737		168	126	151
Assigned Cases	697	667	728		54	52	75
Alarms (Residential)	854	822	755		57	74	63
Alarms (Business)	386	473	405		37	38	29
K9 Searches	242	237	246		10	16	14
First Aid Calls	2218	2201	2344		207	210	220
Accidents	496	447	450		37	36	42
Citations (Traffic)**	7291	6164	**		528	534	**
Warnings	6407	5906	4655		493	446	449
Repair Orders	975	1230	675		73	50	56
Public Assists*	1950	2016	1634		172	165	160
Reserve Man Hours	2152.5	1093.5	0		150	83	0
Dark House Checks*	12239	15485	15795		662	1231	1292
Drug Task Force Arrest	325	99	58		19	7	1
CVAP Dark House Cks	6548	9426	8095		299	525	340
CVAP Public Assists	707	781	588		62	70	55
CVAP Total Hours	12630.5	15635.5	12463		1058	1269	1049

*Totals include CVAP ** Traffic data delayed 30 days due to data entry backlog

As of 1/1/09 "Total Arrests" are compiled through the Spillman database and include all cite and release arrests along with all physical arrests. The "Total Arrests" line has been updated through this Spillman database method for previous years for comparison. *Burglary Attempts and Non-Residential Burglaries/Vehicle Theft Attempts have and Stolen

Vehicle Recoveries have been separated from total counts as of August, 2010

New Category as of 01/01/10

Note: Drug Task Force Arrests do not include Gang Task Force or JTTF arrests

Note: Citation counts adjusted to the correct monthly stat column for months Feb-Mar-Apr

ORO VALLEY POLICE DEPARTMENT

MONTHLY BREAKDOWN OF CITATIONS BY VIOLATION

Citations 2011	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOWN CODE	472	57	14	19	4	31	42	90	50	90	75		
TITLE 28 VIOLATIONS													
SIZE, WEIGHT, LOAD	3	1	0	0	0	1	0	0	1	0	0		
INSURANCE VIOLATION	847	96	69	51	47	69	76	90	108	130	111		
REGISTRATION VIOLATION	451	68	41	30	37	32	47	36	44	68	48		
DRIVERS LICENSE VIOLATION	383	48	36	34	25	33	33	43	38	57	36		
DUI	153	13	11	20	8	19	15	15	14	22	16		
RECKLESS/AGGRESSIVE DRIVING	10	1	2	1	0	2	0	2	1	0	1		
SPEEDING	1350	126	78	85	100	79	81	131	173	311	186		
LANE VIOLATIONS	182	13	18	16	16	14	14	13	28	32	18		
RED LIGHT	98	18	9	8	2	13	8	11	10	8	11		
STOP SIGN	51	10	3	1	4	4	4	5	8	8	4		
FAILURE TO YIELD	80	9	6	7	8	11	5	9	7	7	11		
SEATBELT VIOLATION	94	9	9	6	5	5	3	4	6	24	23		
CHILD RESTRAINT	5	0	0	2	0	1	2	0	0	0	0		
EQUIPMENT VIOLATIONS	84	2	11	6	7	5	4	11	8	20	10		
PARKING	18	6	0	1	0	1	1	4	1	4	0		
LITTERING	15	1	3	1	1	3	2	2	0	1	1		
ALL OTHER CITATIONS	143	15	12	14	9	16	13	20	17	15	12		
Total Citations	3967	436	308	283	269	308	308	396	464	707	488		

Based on further investigation and updating of information, actual classifications may change resulting in small variances in counts.

Note DUI arrest numbers are subject to increase

ORO VALLEY POLICE DEPARTMENT November 2011

Priority 1		# of calls	%	
Dispatch Time	< 1 minute	12	100%	
	> 1 minute	0	0%	
Travel Time	< 4 minutes	10	83%	
	> 4 minutes	2	17%	
Total Response Time				
		< 5 minutes	11	92%
		> 5 minutes	1	8%
Total Calls	12			

Average Overall Response Time 3:29

*Two calls moved from response time. 1) Vehicle left the original scene before officers arrived and was located by officers. 2) 9-1-1 open line call from a wireless, contact made with RP moments later, technically within goal response time.

Priority 2		# of calls	%	
Dispatch Time	< 2 minute	70	99%	
	> 2 minute	1	1%	
Travel Time	< 6 minutes	58	82%	
	> 6 minutes	13	18%	
Total Response Time				
		< 8 minutes	61	86%
		> 8 minutes	10	14%
Total Calls	71			

Average Overall Response Time 4:18

Priority 3		# of calls	%	
Dispatch Time	< 5 minute	294	99%	
	> 5 minute	4	1%	
Travel Time	<10 minutes	273	92%	
	>10 minutes	25	8%	
Total Response Time				
		< 15 minutes	291	98%
		> 15 minutes	7	2%
Total Calls	298			

Average Overall Response Time 7:01

Priority 4		# of calls	%	
Dispatch Time	< 10 minute	702	98%	
	> 10 minute	11	2%	
Travel Time	< 20 minutes	706	99%	
	> 20 minutes	7	1%	
Total Response Time				
		< 30 minutes	707	99%
		> 30 minutes	6	1%
Total Calls	713			

Average Overall Response Time 6:50



Town Council Regular Session

Item # B.

Meeting Date: 02/01/2012

Requested by: Town Council

Submitted By:

Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Reappointment of Stephen Dean as the Town's citizen representative on the Pima Association of Governments (PAG) Environmental Planning Advisory Committee (EPAC)

RECOMMENDATION:

The reappointment of Stephen Dean to PAG Environmental Planning Advisory Committee to a term expiring June 30, 2013 is recommended.

EXECUTIVE SUMMARY:

The PAG EPAC charter allows two representatives from each jurisdiction - one staff member and one citizen representative. The Town's Stormwater Engineer Paul Jungen is the staff representative and Stephen Dean is the citizen representative.

Mr. Dean was first appointed as the Town's citizen representative effective January 7, 2009 through June 30, 2011. Mr. Dean has requested reappointment to the Committee and staff supports his reappointment to a term expiring June 30, 2013.

BACKGROUND OR DETAILED INFORMATION:

There are several outside boards and committees on which residents represent the Town's interests. The service and dedication these residents provide is invaluable to the Town and is very much appreciated.

Mr. Dean's request for reappointment is attached.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve Stephen Dean's reappointment to the PAG Environmental Planning Advisory Committee for a term ending June 30, 2013.

Attachments

Reappointment Request - Stephen Dean

-----Original Message-----

From: Stephen Dean [mailto:Stephen.Dean@tucsonaz.gov]

Sent: Wednesday, January 04, 2012 2:10 PM

To: Gransie, Tracey

Cc: Jungen, Paul

Subject: Re: Environmental Advisory Planning Committee

Ms. Gransie,

I am still interested in continuing to serve as the Oro Valley Citizen Representative for PAG/EPAC.

Thanks,

Stephen Dean



Town Council Regular Session

Item # C.

Meeting Date: 02/01/2012

Requested by: Council

Submitted By:

Julie Bower, Town Clerk's
Office

Department: Town Clerk's Office

Information

SUBJECT:

Cancellation of the March 21, 2012 Regular Session Town Council Meeting

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Currently, there is no business scheduled for the March 21, 2012 regular Town Council meeting. In the event that the Mayor and Town Council would like to cancel the March 21st regular Town Council meeting, the Mayor and Council must take formal action to cancel this meeting.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to cancel the March 21st Regular Session Town Council Meeting.



Town Council Regular Session

Item # D.

Meeting Date: 02/01/2012

Requested by: Ainsley Legner

Submitted By:

Ainsley Legner, Parks
Recreations Library CR

Department: Parks Recreations Library CR

Information

SUBJECT:

Resolution No. (R)12-06 Authorizing and executing a License Agreement between the Town of Oro Valley and the Oro Valley Historical Society to allow for the planting, cultivating and maintenance of historical gardens and to permit guided site tours on the site known as Steam Pump Ranch

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The existing License Agreement between the Town and the Oro Valley Historical Society is set to expire on February 23, 2012. The proposed License Agreement is a four year renewal which allows the Society to access Steam Pump Ranch for the purpose of cultivating historic gardens and hosting guided tours. If approved, the new License agreement will extend until February of 2016.

BACKGROUND OR DETAILED INFORMATION:

On February 23, 2009, the Town Council approved a three year License Agreement with the Oro Valley Historical Society to allow entrance into Steam Pump Ranch to plant, cultivate and maintain Native American and pioneer gardens and to permit guided site tours. Since that time, the Society has successfully cultivated several historic gardens and regularly provided tours at the Ranch.

In recent months, the Historical Society met with staff and representatives from the Historic Preservation Commission regularly to prepare a new License Agreement for Council consideration. Although the proposed agreement is generally the same as the existing agreement, the primary changes include the refinement of the protocol for access to the ranch, clarifications regarding storage, and extending the agreement from three to four years. This agreement also states that the Town will make space for the Society for an office and material storage if space is available when the facilities are renovated and can be lawfully occupied.

The Historic Preservation Commission voted to recommend approval of the proposed License Agreement at their January 9, 2012 meeting.

If approved, this License Agreement will expire in February 2016.

FISCAL IMPACT:

There is no fiscal impact.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)12-06 AUTHORIZING AND EXECUTING A LICENSE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ORO VALLEY HISTORICAL SOCIETY TO ALLOW FOR THE PLANTING, CULTIVATING AND MAINTENANCE OF HISTORICAL GARDENS AND TO PERMIT GUIDED SITE TOURS ON THE SITE KNOWN AS STEAM PUMP RANCH.

Attachments

Reso 12-06

License Agreement

2009 License Agreement

RESOLUTION NO. (R)12-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND EXECUTING A LICENSE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ORO VALLEY HISTORICAL SOCIETY TO ALLOW FOR THE PLANTING, CULTIVATING AND MAINTENANCE OF HISTORICAL GARDENS AND TO PERMIT GUIDED SITE TOURS ON THE SITE KNOWN AS STEAM PUMP RANCH

WHEREAS, The Town of Oro Valley is a municipal corporation within the State of Arizona and is vested with all the rights, privileges and benefits and entitled to the immunities and exemptions granted to municipalities and political subdivisions under the Laws of the State of Arizona; and

WHEREAS, in 2007 the Town completed the acquisition of property known as Steam Pump Ranch in order to preserve the historical integrity of the site; and

WHEREAS, the Oro Valley Historical Society (“OVHS”) is dedicated to the preservation of the cultural and historical identity of the Town and to the education of the public regarding the same; and

WHEREAS, the planting of Historical Gardens and providing site tours for the public are activities consistent with the Town’s adopted Master Plan for Steam Pump Ranch; and

WHEREAS, the current License Agreement between the Town and OVHS is due to expire on February 23, 2012 and the Town and OVHS desire to enter into a new License Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the License Agreement between the Town of Oro Valley and the Oro Valley Historical Society, attached hereto as Exhibit “A” and incorporated herein by this reference, is hereby approved.

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 1st day of February, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT “A”

LICENSE

THIS LICENSE AGREEMENT is made between the **Town of Oro Valley, Arizona**, a municipal corporation (“Town”) and the **Oro Valley Historical Society** (“Licensee”). The parties agree as follows:

1. Grant of Permission. In consideration of fulfillment of the promises contained herein, the Town hereby gives non-exclusive permission, revocable and terminable as provided herein, to Licensee and its members and guests to enter and remain on that portion of Town’s property described as Steam Pump Ranch for the purpose of planting, cultivating, harvesting and maintaining Historical Gardens and providing tours of the grounds, excluding any access to buildings on site unless otherwise indicated herein (Licensed Activities). This License Agreement entitles Licensee to enter and utilize those areas depicted in the map attached as Exhibit “A” (Licensed Areas). This grant shall extend to Historical Gardens, the storage of garden & other equipment in a currently designated area (Tack Room), and to provide site tours for the public as described below. All tours are to be approved by the Town in advance. The proposed Licensed Activities are consistent with the historical significance of the property, the approved Master Plan, and the mission and purpose of the Licensee.
2. Site Access. Access to the Licensed Areas shall be granted through the main entry gate which is secured by a touchpad controlled lock.

The Town shall provide an application form as shown in Exhibit B and shall maintain a list of Licensee’s staff with gate code access. Applications will be reviewed and approved by the Historical Society President and Volunteer Coordinator prior to submittal to the Town. This list shall be updated annually and Licensee shall provide timely notice of any changes to the Town.

3. License Activities.
 - A. Historical Garden Tours: Licensee may conduct garden tours with Town approval as specified in section 1 above, using knowledgeable staff.
 - B. Site Tours: Grounds: Licensee may conduct one (1) site tour of the grounds per calendar month for the duration of this Agreement. At such time as building interiors have been restored or are safe and Certificates of Occupancy have issued, Licensee may conduct interior tours with Town approval as specified in Section 1 above . It shall be Licensee’s responsibility to schedule each site tour and provide supervision and guides for each tour. Licensee shall notify the Town Manager, or designee, by telephone no less than seven (7) days prior to each scheduled tour to obtain clearance for the proposed event. Town reserves the right to deny

- C. **Facilities & Storage:** When facilities become available for lawful occupancy Town will make space available to Licensee for an office and for material storage if such space is otherwise available for use by Licensee. Occupancy of these spaces will be governed by a separate agreement.
- D. **Facility Usage:** Licensee may use storage space in the Tack Room or other space as assigned for garden use. Additional storage space may be available with garden materials or in other locations on the Ranch for other materials on a case by case basis approved by the Town and Licensee. Items to be stored may be restricted and may require special handling or storage conditions.
- E. **In-Kind Assistance:** The Town will provide In-Kind assistance to Licensee as available.
4. **New Gardens.** The proposed Pioneer Garden shall be relocated away from the historic core and located in the vicinity of the Native American Garden. Licensee agrees to obtain permission from the Town Manager or designee prior to beginning any new work outside of the currently fenced and cultivated garden area.
5. **Protection of Historically, Archeologically and Culturally Significant Areas.** Licensee hereby agrees to exercise due care in performing the Licensed Activities, paying special attention to the historically and culturally sensitive nature of the Steam Pump Ranch Site. If in the course of performing any Licensed Activities Licensee uncovers any archeologically, historically or culturally significant artifacts, Town shall be immediately notified and all Licensed Activities shall cease in the Licensed Areas. The parties may agree to re-designate the Licensed Areas in the event the discovery of archeological, historical and/or cultural resources renders the current site unusable.
6. **Costs.** All costs associated with the Licensed Activities shall be at the sole expense of Licensee, with the exception of the cost of water and utilities, unless otherwise stated in this agreement. Town shall make available reasonable water service for the purposes of irrigation. Town, however, bears no responsibility for the use or application of such water service.
7. **Privilege Non-Assignable.** License privileges hereunder are not assignable to any other individual or organization.

8. Hold Harmless. Licensee assumes full responsibility and liability for any injury or damage to the above described property or to any person while using the above described property caused by or arising out of the exercise of this License. To the fullest extent allowed by law, Licensee indemnifies, defends, and holds harmless the Town, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this License, which are attributed, in whole or in part to Licensee's use of the property, or to any act or omission of Licensee, its agents, employees, members, guests or anyone acting under its direction, control or on its behalf, whether intentional or negligent in connection with or incident to this License. Licensee's indemnity responsibilities shall not extend to the sole negligence of the Town, its officers, departments, employees and agents. This indemnity is independent of the insurance requirements of Section 9 and shall survive the termination of the License for no more than one (1) year following the termination of the Agreement to the extent that Licensee's actions during the term of this License create a potential liability on behalf of the Town.
9. Insurance. Prior to operation of any activity pursuant to this license, Licensee shall obtain a Two Million Dollar (\$2,000,000) general liability insurance policy naming Town as Additional Insured to cover the Licensee's activities within the Town's property. The Town reserves the right to require additional insurance in the Town's sole discretion. The policy shall be maintained throughout the term of this License by Licensee. This License shall automatically terminate if insurance lapses. A certificate of insurance shall be supplied to the Town with the stipulation that the insurance company shall notify the Town in writing of any intent to cancel the liability insurance. This notification shall be required no less than thirty (30) days prior to cancellation and Licensee shall immediately cease operating under this license within thirty (30) days of notification.
10. Property of Licensee. Licensee hereby waives any claims against Town for damages and/or theft caused to the garden areas and/or other property owned by Licensee that remains on the Licensed Areas, including any and all equipment kept in the storage area. Licensee assumes all responsibility for the safekeeping of any of its property left on site or in the storage area and acknowledges that Town shall not provide any security measures for the site beyond what is currently in place. Additionally, Licensee acknowledges that there may be ongoing maintenance and construction projects on the site that impact the Licensed Areas. Although Town agrees to exercise due care in completing these projects, Licensee hereby agrees to hold Town harmless for any damage resulting from the aforementioned activities.
11. Annual fee. There is no annual fee associated with this license.

12. Permits. This License is not a right-of-way use permit. Following the granting of this License by the Town, Licensee shall obtain all applicable permits, if any, at Licensee's sole expense.
13. Term. This License shall run for a period of four (4) years from the date this License is executed by the Town and may be renewed for additional terms upon agreement of the parties and authorization by the Town Manager on behalf of Town. In the event this License expires and the parties are negotiating in good faith toward a renewal or replacement license, this License shall be extended upon a monthly basis until the parties either terminate negotiations or approve a new license. Notwithstanding any other condition, this License may be terminated by either party prior to expiration or revoked by the Town upon ninety (90) days' written notice to the other. The Town may terminate or revoke by delivering a termination or revocation statement executed by the Town Manager. When this License expires, terminates or is revoked, Licensee shall cease to utilize the property within ninety (90) days. Licensee shall restore the property to the pre-license condition or as may be mutually agreed upon.
14. Licensee has no Interest or Estate. Licensee agrees that it has no claim, interest or estate at any time in the property by virtue of this License or its use hereunder. Upon termination or revocation of this License, Licensee shall have no right of entry upon the property greater than that of the general public.
15. Removal of Equipment. Upon expiration, termination or revocation of this License for any reason, Licensee shall promptly remove all or part of its equipment as required by the Town at Licensee's sole expense and to the satisfaction of the Town, with the exception of items that have been gifted to the Town. Licensee shall not seek compensation or financial reimbursement for any costs associated with the removal or relocation of the equipment from the Town. In the event any of Licensee's equipment is not promptly removed by Licensee as directed by the Town, the Town shall have the right to remove the equipment and Licensee hereby agrees to reimburse the total amount of the Town's costs incurred for the partial or complete removal of the equipment within sixty (60) days of receipt of an invoice from the Town for said costs. In the event Licensee fails to reimburse the Town for the costs of removal within the 60-day period, the Town shall be entitled to the Town's reasonable attorney's fees and interest at the rate established by A.R.S. § 44-1201(A), occurring from the date of costs incurred.
16. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by the Town for certain conflicts of interest.
17. Entire Agreement and Amendments. This Agreement and the attached exhibit constitute the entire agreement between the parties. No change or addition is to be made to this Agreement except by a written amendment executed by the Town and Licensee.

18. Notices. Unless provide otherwise, any and all notices required to be given pursuant to this License shall be sent by First Class Mail, postage prepaid, and addressed as follows:

If to Town:

Town Manager
Town of Oro Valley
11000 N. La Canada Dr.
Oro Valley, AZ 85737

Town Attorney
11000 N. La Canada Dr.
Oro Valley, AZ 85737

If to Licensee:

Board of Directors
Oro Valley Historical Society
P.O. Box 69754
Oro Valley, AZ 85737

IN WITNESS WHEREOF, the parties hereto have executed this License as of this _____ day of _____, 2012.

TOWN OF ORO VALLEY (Licensor)

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

Tobin Rosen, Town Attorney

Date: _____

ORO VALLEY HISTORICAL SOCIETY (Licensee)

Roxy Johnson, President

Date: _____

State of Arizona)
) ss.
County of)

On this ___ day of _____, 2012, _____
_____, known to me to be
the person whose name is subscribed to the within instrument, personally appeared before
me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on _____, 2012.

Notary

My Commission Expires: _____

RESOLUTION NO. (R)09- 10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND EXECUTING A LICENSE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ORO VALLEY HISTORICAL SOCIETY TO ALLOW FOR THE PLANTING, CULTIVATING AND MAINTENANCE OF NATIVE AMERICAN AND PIONEER GARDENS AND TO PERMIT GUIDED SITE TOURS ON THE SITE KNOWN AS STEAM PUMP RANCH

WHEREAS, The Town of Oro Valley is a municipal corporation within the State of Arizona and is vested with all the rights, privileges and benefits and entitled to the immunities and exemptions granted to municipalities and political subdivisions under the Laws of the State of Arizona; and

WHEREAS, in 2007 the Town completed the acquisition of property known as Steam Pump Ranch in order to preserve the historical integrity of the site; and

WHEREAS, the Oro Valley Historical Society is dedicated to the preservation of the cultural and historical identity of the Town and to the education of the public regarding the same; and

WHEREAS, the planting of Native American and Pioneer Gardens and providing site tours for the public are activities consistent with the Town's adopted Master Plan for Steam Pump Ranch.

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

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

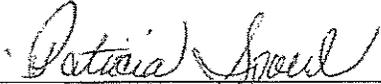
PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 18th day of February, 2009.

TOWN OF ORO VALLEY



Paul H. Loomis, Mayor

ORO VALLEY HISTORICAL SOCIETY (Licensee)


Patricia Spoerl, Board President

Date: 02/23/09

attention to the historically and culturally sensitive nature of the Steam Pump Ranch Site. If in the course of performing any Licensed Activities Licensee uncovers any archeologically, historically or culturally significant artifacts, Town shall be immediately notified and all Licensed Activities shall cease in the Licensed Areas. The parties may agree to re-designate the Licensed Areas in the event the discovery of archeological, historical and/or cultural resources renders the current site unusable.

6. Costs. All costs associated with the Licensed Activities shall be at the sole expense of Licensee, with the exception of the cost of water for irrigation. Town shall make available reasonable water service for the purposes of irrigation. Town, however, bears no responsibility for the use or application of such water service.
7. Privilege Non-Assignable. License privileges hereunder are not assignable to any other individual or organization.
8. Hold Harmless. Licensee assumes full responsibility and liability for any injury or damage to the above described property or to any person while using the above described property caused by or arising out of the exercise of this License. To the fullest extent allowed by law, Licensee indemnifies, defends, and holds harmless the Town, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this License, which are attributed, in whole or in part to Licensee's use of the property, or to any act or omission of Licensee, its agents, employees, members, guests or anyone acting under its direction, control or on its behalf, whether intentional or negligent in connection with or incident to this License. Licensee's indemnity responsibilities shall not extend to the sole negligence of the Town, its officers, departments, employees and agents. This indemnity is independent of the insurance requirements of Section 4 and shall survive the termination of the License for no more than one (1) year following the termination of the Agreement to the extent that Licensee's actions during the term of this License creates a potential liability on behalf of the Town.
9. Insurance. Prior to operation of any activity pursuant to this license, Licensee shall obtain a Two Million Dollar (\$2,000,000) general liability insurance policy naming Town as Additional Insured to cover the Licensee's activities within the Town's property. The Town reserves the right to require additional insurance in the Town's sole discretion. The policy shall be maintained throughout the term of this License by Licensee. This License shall automatically terminate if insurance lapses. A certificate of insurance shall be supplied to the Town with the stipulation that the insurance company shall notify the Town in writing of any intent to cancel the liability insurance. This notification shall be required no less than thirty (30) days prior to cancellation and Licensee shall immediately cease operating under this license within thirty (30) days of notification.
10. Property of Licensee. Licensee hereby waives any claims against Town for damages and/or theft caused to the Native American or Pioneer Gardens and/or other property owned by Licensee that remains on the Licensed Areas, including any and all equipment kept in the storage area. Licensee assumes all responsibility for the safekeeping of any of

its property left on site or in the storage area and acknowledges that Town shall not provide any security measures for the site beyond what is currently in place. Additionally, Licensee acknowledges that there may be ongoing maintenance and construction projects on the site that impact the Licensed Areas. Although Town agrees to exercise due care in completing these projects, Licensee hereby agrees to hold harmless Town for any damage resulting from the aforementioned activities.

11. Annual fee. There is no annual fee associated with this license.
12. Permits. This License is not a right-of-way use permit. Following the granting of this License by the Town, Licensee shall obtain all applicable permits, if any, at Licensee's sole expense.
13. Term. This License shall run for a period of three (3) years from the date this License is executed by the Town and may be renewed for additional terms upon agreement of the parties and authorization by the Town Manager on behalf of Town. Notwithstanding any other condition, this License may be terminated by either party prior to expiration or revoked by the Town upon ninety (90) days' written notice to the other. The Town may terminate or revoke by delivering a termination or revocation statement executed by the Town Manager. When this License expires, terminates or is revoked, Licensee shall cease to utilize the property within ninety (90) days. Licensee shall restore the property to the pre-license condition or as may be mutually agreed upon.
14. Licensee has no Interest or Estate. Licensee agrees that it has no claim, interest or estate at any time in the property by virtue of this License or its use hereunder. Upon termination or revocation of this License, Licensee shall have no right of entry upon the property greater than that of the general public.
15. Removal of Equipment. Upon expiration, termination or revocation of this License for any reason, Licensee shall promptly remove all or part of its equipment as required by the Town at Licensee's sole expense and to the satisfaction of the Town. Licensee shall not seek compensation or financial reimbursement for any costs associated with the removal or relocation of the equipment from the Town. In the event any of Licensee's equipment is not promptly removed by Licensee as directed the Town, the Town shall have the right to remove the equipment and Licensee hereby agrees to reimburse the total amount of the Town's costs incurred for the partial or complete removal of the equipment within sixty (60) days of receipt of an invoice from the Town for said costs. In the event Licensee fails to reimburse the Town for the costs of removal within the 60-day period, the Town shall be entitled to the Town's reasonable attorney's fees and interest at the rate established by A.R.S. § 44-1201(A), occurring from the date of costs incurred.
16. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by the Town for certain conflicts of interest.

17. Entire Agreement and Amendments. This Agreement and the attached exhibit constitute the entire agreement between the parties. No change or addition is to be made to this Agreement except by a written amendment executed by the Town and Licensee.
18. Notices. Unless provide otherwise, any and all notices required to be given pursuant to this License shall be sent by First Class Mail, postage prepaid, and addressed as follows:

If to Town:

David Andrews
Town Manager
Town of Oro Valley
11000 N. La Canada Dr.
Oro Valley, AZ 85737

Tobin Rosen
Town Attorney
11000 N. La Canada Dr.
Oro Valley, AZ 85737

If to Licensee:

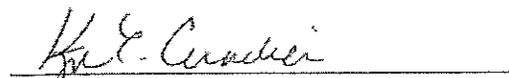
Board of Directors
Oro Valley Historical Society
P.O. Box 69754
Oro Valley, AZ 85737

IN WITNESS WHEREOF, the parties hereto have executed this License as of this 23
day of February, 2008.

TOWN OF ORO VALLEY (Licensor)

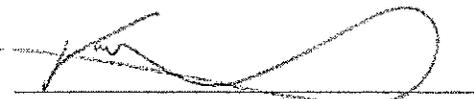

Paul H. Loomis, Mayor

ATTEST:


Kathryn Covelier, Town Clerk

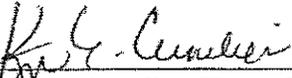
Date: 2-19-09

APPROVED AS TO FORM:


Tobin Rosen, Town Attorney

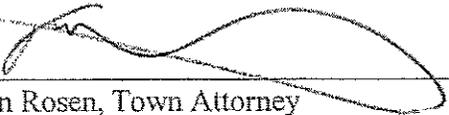
Date: 2/20/09

ATTEST:



Kathryn E. Cuvelier, Town Clerk

APPROVED AS TO FORM:



Tobin Rosen, Town Attorney

Date: 2/20/09



Town Council Regular Session

Item # 1.

Meeting Date: 02/01/2012

Requested by: Aimee Ramsey

Submitted By:

Aimee Ramsey,
Development Infrastructure
Services

Department: Development Infrastructure Services

Information

SUBJECT:

RESOLUTION NO. (R)12-07, AUTHORIZING AND APPROVING AMENDMENT NUMBER 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR PROVISION OF CIRCULATOR BUS SERVICE

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Approval of the attached amendment will provide an integrated regional transit solution to address the financial constraints experienced by our Coyote Run transit service. In addition, this amendment will ensure the continuation and enhancement of Sun Shuttle dial-a-ride services through a partnership with the Regional Transportation Authority (RTA). This amendment was approved by the RTA Regional Council on January 26, 2012. If approved, this enhanced service is scheduled to begin February 13, 2012.

BACKGROUND OR DETAILED INFORMATION:

Over the past few months, the Council transit subcommittee, and the RTA Transit Working Group have worked to create commonality between the existing services in order to provide a seamless dial-a-ride system. The Town of Oro Valley already acts as an RTA contractor providing Sun Shuttle Dial-a-Ride service within the Oro Valley area. Under the current agreement, the RTA funds general public trips within the Sun Shuttle Dial-a-Ride Oro Valley zone. Under the proposed amendment, the RTA would also fund all regional ADA dial-a-ride trips originating in the Sun Shuttle Dial-a-Ride service area. At the Town's discretion, it will fund senior trips outside of the general public Sun Shuttle Dial-a-Ride Oro Valley zone. The Town has agreed to operate these services under the regional dial-a-ride service policies and regional system brand, eliminating the Coyote Run brand.

This amendment extends the term of the current agreement to June 2013. At the end of this term, Town-provided transit services could be included in the re-procurement of the RTA Special Need Contract. At that time, the Town of Oro Valley could choose to submit a competitive bid for the Sun Shuttle Dial-a-Ride Oro Valley services or participate in the procurement selection panel for the Special Needs contractor.

- Resolution No. (R)11-02 was approved by the Town Council on January 5, 2011, authorizing an Intergovernmental Agreement (IGA) between the RTA and the Town to provide a circulator bus service to serve the Oro Valley/Catalina area.

- Formation of a Council subcommittee to examine Coyote Run services occurred on June 29, 2011 after public comments on June 1, 2011 lead to the reconsideration of transit service for Oro Valley.
- In July 2011, the Town of Oro Valley asked the RTA to consider assisting with developing regional options for its Coyote Run service.
- Public Forums were held October 24 & December 14, 2011.
- Information was provided to the public on the regional transit concept (integration of Coyote Run, Handi-car and Sun Shuttle service within the Oro Valley area). This included discussion of service policies and standards and a proposed fare increase.

FISCAL IMPACT:

General Fund expenditures for Transit for FY 2012-13 are projected at \$122,506. This includes approximately \$69,000 Maintenance of Effort funding required by the RTA, \$31,500 for local senior service, and \$22,000 capacity for local matching grant funds for replacement vehicles (anticipated to be reimbursed by RTA). Detailed fiscal analysis is provided in the attached Service Cost Projection.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)12-07, authorizing and approving Amendment Number 1 to the Intergovernmental Agreement between the Regional Transportation Authority of Pima County and the Town of Oro Valley for the provision of circulator bus service.

Attachments

Resolution No. R12-07

IGA Amendment 1

Service Cost Projection

Original MC Packet Jan 5, 2011

Brochure

RESOLUTION NO. (R) 12-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AMENDMENT NUMBER 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR PROVISION OF CIRCULATOR BUS SERVICE

WHEREAS, the Town of Oro Valley is a political subdivision of the State of Arizona vested with all associated rights, privileges and benefits and is entitled to the immunities and exemptions granted municipalities and political subdivisions under the Constitution and laws of the State of Arizona and the United States; and

WHEREAS, the Town is authorized by A.R.S. § 9-240(B)(3) to design, maintain, control and manage public roads within the boundaries of the Town; and

WHEREAS, the Town of Oro Valley and the Regional Transportation Authority of Pima County (RTA) may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. 11-952; and

WHEREAS, Resolution No. (R) 11-02 was approved by Mayor and Council on January 5, 2011, authorizing an Intergovernmental Agreement (IGA) between the RTA and the Town to provide a circulator bus service to serve the Oro Valley/Catalina area; and

WHEREAS, the Town and the RTA desire to amend the IGA, attached hereto as Exhibit "A" and incorporated herein by this reference, to provide an integrated regional solution addressing the financial constraints experienced by Coyote Run transit service and to ensure the continuation of the Sun Shuttle dial-a-ride services; and

WHEREAS, the Town has agreed to operate these services under the regional dial-a-ride service policies and regional system brand, eliminating the Coyote Run brand and naming the services Sun Shuttle Dial-A-Ride.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona that Amendment Number 1 to the Intergovernmental Agreement by and between the Regional Transportation Authority of Pima County and the Town of Oro Valley for provision of circulator bus service, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved.

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 1st day of February, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT “A”

**AMENDMENT NUMBER 1
TO
INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
THE TOWN OF ORO VALLEY
FOR
REGIONAL TRANSIT SERVICE IMPROVEMENTS:
PROJECT 48B- CIRCULATOR TRANSIT SERVICES IMPROVEMENTS**

WHEREAS, the Regional Transportation Authority of Pima County (“RTA”) entered into an Intergovernmental Transportation Funding Agreement (hereinafter “the Agreement”) in January 2011 with Town of Oro Valley (“Town”) to provide funding for the implementation of the Circulator Transit Service Improvements in a greater Oro Valley service area; and

WHEREAS, the RTA and the Town wish to cooperate on the expansion of regional transit improvements to include special need transit service for seniors and disabled persons outside the Town of Oro Valley; and

WHEREAS, the RTA intends to fund special need transit service for disabled persons under the terms and conditions contained in the original Agreement and this Amendment; and

WHEREAS, the Town intends to contribute an annual Maintenance of Effort (MOE) funding, pursuant to A.R.S. § 48-5308 (F), for special need transit service by operating as the service contractor under the terms and conditions contained in the original Agreement and this Amendment.

NOW, THEREFORE, the Agreement is amended as follows:

CHANGES:

1. Add language in the title to include:

PROJECT 47B– SPECIAL NEEDS TRANSIT FOR ELDERLY AND DISABLED

2. Replace paragraph 2. Circulator Transit Service as follows:

FROM:

“2. Circulator Transit Service. The proposed circulator transit service is to operate in a call and ride service mode with connections to the regional transit services. This service is more fully depicted in the attached Exhibit (s), including the following:

- a) Detailed service scope and schedule.
- b) Service budget and cost breakdown of items eligible for reimbursement by the Authority including any proposed billing of staff time directly attributable to Project.

- c) Total amount of RTA funding allowed for the Service plus a breakdown of any other regional, local, federal or state funding available.
- d) Designation of Service implementation phases, if applicable, and any additional related agreements.
- e) Estimated service start date and duration of Service.
- f) Projected cost reimbursement timeline.
- g) Identification of the Lead Agency's duly authorized representative for signing and submitting payment requests."

TO:

“2. Project. The Project consists of:

- a. The annual provision of the neighborhood circulator operated as a dial-a-ride service for the RTA within the service area as more fully depicted in the attached Exhibit A.
- b. The annual provision of special needs transit for seniors and disabled persons operated as a dial-a-ride service within the service area as more fully depicted in the attached Exhibit B.
- c. Exhibits A and B include the following:
 - 1. Detailed service scope and schedule.
 - 2. Service budget and cost breakdown of items eligible for reimbursement by the Authority including any proposed billing of staff time directly attributable to Project.
 - 3. Total amount of RTA funding allowed for the Service plus a breakdown of any other regional, local, federal or state funding available.
 - 4. Designation of Service implementation phases, if applicable, and any additional related agreements.
 - 5. Estimated service start date and duration of Service.
 - 6. Projected cost reimbursement timeline.
 - 7. Identification of the Lead Agency's duly authorized representative for signing and submitting payment requests."

3. Add language to paragraph 4. Responsibilities of the Lead Agency, as follows:

“The Town will contribute annual Maintenance of Effort (MOE) funding to the Project as contained in Exhibit C. The MOE amount will be adjusted by the annual percentage change from the previous calendar year in the GDP price deflator, as defined in A.R.S. § 41-563 and contained in a revised annual Exhibit C and made part of this agreement by formal amendment. Such Exhibit C annual amendment may be executed in writing by the Executive Director of RTA and the Town Manager.”

4. Replace the following language in paragraph 5. Responsibilities of Authority:

From: "...Exhibit A"

To: "...Exhibit A and B"

5. Replace the following language in paragraph 19. Notification:

From: "...Craig Civalier, P.E.
Town Engineer"

To: "Greg Caton
Town Manager"

6. Replace Exhibit A (Project 48-b Oro Valley Circulator Transit Service) as attached hereto and incorporated herein by reference changes the estimated service start date, duration of service, service hours and new Attachment B, attached herein. Changes are as follows:

Service Date and Duration of Service

From: "February 2011 – June 30, 2011
July 1, 2011 – June 30, 2012"

To: "February 2011 – June 30, 2011
July 1, 2011 – June 30, 2012
July 1, 2012 – June 30, 2013"

Service Hours:

From: "5:30 a.m. until 7 p.m., 8:00 a.m. until 5 p.m. 2 vehicles"

To: "6 a.m. to 8 p.m."

7. Add Exhibit B (Project 47a Special Needs Transit For Elderly and Disabled) as attached hereto and incorporated herein by reference

8. Add Exhibit C (Maintenance of Effort Funding) as attached hereto and incorporated herein by reference

The effective date of this Amendment shall be February 12, 2012. All other provisions not specifically changed by this Amendment shall remain in full force and effect.

In Witness Whereof, the Town of Oro Valley has caused this Amendment to Agreement to be executed by the Mayor and Council upon resolution of the Mayor and Council attested to by the Town Clerk; and the Authority has caused this Amendment to the Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY:

Board Chair

Date

TOWN OF ORO VALLEY:

Dr. Satish I. Hiremath, Mayor

Date

ATTEST:

Julie K. Bower, MMC, Town Clerk

Date

The foregoing Amendment to the Agreement between the Town of Oro Valley and the Authority has been approved as to content and is hereby recommended by the undersigned.

Gary G. Hayes, Executive Director

Date

Exhibit A
Project 48b – Oro Valley Circulator Transit Service

RTA Ballot/Project Number: **Project 48b – Oro Valley Circulator Transit Service**

1. RTA Plan Project Element or Program Category: **Transit**
2. TIP Project Number: 100.06
3. Project Name: **Oro Valley Circulator Service – Sun Shuttle Dial-A-Ride**
4. Type of Work: Transit Operations
5. Project Manager for Status Reports (Include Contact Information):
Aimee Ramsey, Transit Service Administrator, Town of Oro Valley, 229-4980
aramsey@orovalleyaz.gov
6. Authorized representative for signing and submitting payment requests:
Aimee Ramsey, Transit Service Administrator, Town of Oro Valley, 229-4980
aramsey@orovalleyaz.gov

and/or

Lynn Garcia, Administrative Coordinator, Town of Oro Valley, 229-4875
lgarcia@orovalleyaz.gov
7. Map of transit routes effected by the IGA – Attachment A
8. Narrative description of scope of project, what improvements are included and intent of Project (Discuss any problems and how Project addresses same):

It is the intent of the Regional Transit Plan to enhance transit service throughout the greater Oro Valley area. The service contemplated under this Exhibit is scheduled to operate in a dial-a-ride service mode with connections to the other regional transit - services.

Characteristics Sun Shuttle – General Public

- Service Hours: 6:00 a.m. – 8 p.m.
- Monday through Friday operations
- No Operations on the following holidays: (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas)
- Vehicles
- Origin to Destination in predefined area (see map)
- Fare equal to the regional fare

9. Total Project cost and breakdown of any other regional, local, federal and/or state funding, if applicable, to meet that cost.

Total Estimated Cost: \$362,475
Estimated RTA Cost: \$338,389
Estimated Passenger Fares: \$24,086

10. Estimated service start date and duration of service:

February 2011 – June 30, 2011
July 1, 2011 – June 30, 2012
July 1, 2012 – June 30, 2013

11. Projected cost reimbursement timeline (to be used by Authority for cash flow planning).

- Attachment B – Remaining FY 2012 and FY 2013 Cash Flow
- Attachment C – Sample Billing Statement

12. Estimated RTA cost is defined as the sum of the total monthly expenditures minus fare box revenues minus “other revenues”.

Exhibit A (Attachment A: Service Area Map)

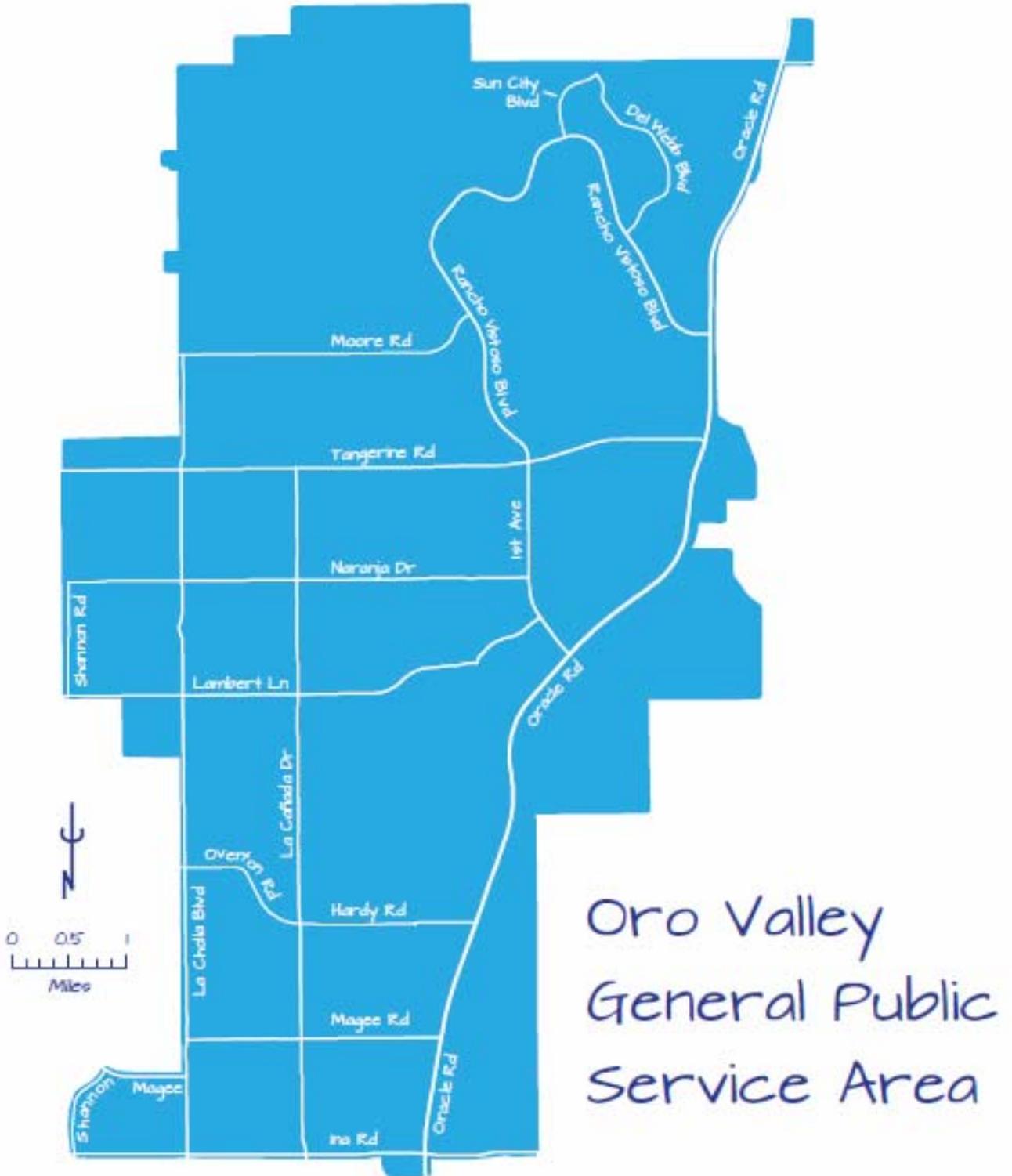


Exhibit A (Attachment B: Remaining FY 2012 and FY 2013 Cash Flow)

GENERAL SERVICES SUN SHUTTLE DIAL-A-RIDE							
Cost Per Hour	\$ 45.00						
Monthly Projected Gross Costs	Month	Days	Hours	Monthly	Farebox	RTA Cost	
	Feb-12	13	292.5	\$ 13,163	\$ 875	\$ 12,288	
	Mar-12	22	495.0	\$ 22,275	\$ 1,480	\$ 20,795	
	Apr-12	21	472.5	\$ 21,263	\$ 1,413	\$ 19,850	
	May-12	23	517.5	\$ 23,288	\$ 1,547	\$ 21,740	
	Jun-12	21	472.5	\$ 21,263	\$ 1,413	\$ 19,850	
FY 2011/2012		100	2,250.0	\$ 101,250	\$ 6,728	\$ 94,522	
Hours per Day	Jul-12	21	472.5	\$ 21,263	\$ 1,413	\$ 19,850	
22.5	Aug-12	23	517.5	\$ 23,288	\$ 1,547	\$ 21,740	
Sat/Sun Hours	Sep-12	19	427.5	\$ 19,238	\$ 1,278	\$ 17,959	
n/a	Oct-12	23	517.5	\$ 23,288	\$ 1,547	\$ 21,740	
	Nov-12	21	472.5	\$ 21,263	\$ 1,413	\$ 19,850	
Days 2011/2012	Dec-12	23	517.5	\$ 23,288	\$ 1,547	\$ 21,740	
100	Jan-13	21	472.5	\$ 21,263	\$ 1,413	\$ 19,850	
Days 2012/2013	Feb-13	20	450.0	\$ 20,250	\$ 1,346	\$ 18,904	
258	Mar-13	23	517.5	\$ 23,288	\$ 1,547	\$ 21,740	
	Apr-13	21	472.5	\$ 21,263	\$ 1,413	\$ 19,850	
	May-13	21	472.5	\$ 21,263	\$ 1,413	\$ 19,850	
	Jun-13	22	495.0	\$ 22,275	\$ 1,480	\$ 20,795	
FY 2012/2013		258	5,805.0	\$ 261,225	\$ 17,358	\$ 243,867	
Total Project Costs				\$ 362,475	\$ 24,086	\$ 338,389	
				RTA CPH	\$ 42.01	\$ 338,389	

Exhibit A (Attachment C: FY 2012 Sample Billing Statement)



**TOWN OF ORO VALLEY
DEVELOPMENT AND INFRASTRUCTURE SERVICES DEPARTMENT
TRANSIT SERVICES DIVISION**

INVOICE FOR TRANSIT SERVICES

RTA Transit Project #48 - A & B
TIP# 100.06
Oro Valley Circulator Service & Special Needs

DATE: 8/1/2012
DUE DATE: 8/30/2012

Bill to:
Regional Transportation Authority of Pima County
ATTN: Carlos De Leon
177 N. Church Ave., Suite 405
Tucson, AZ 85701

Remit to:
Town of Oro Valley - Transit
11000 N La Canada
Oro Valley, AZ 85737
Make checks payable to: Town of Oro Valley

TERMS: NET 30 DAYS				
DESCRIPTION				AMOUNT DUE
RTA Project 48 A & B Neighborhood Circulator & Specialized Transit Services				
Sun Shuttle Dial-a-Ride Transit Services				
	Weekdays	Saturdays	Sundays	
July 2012	Days in Service Month	21	5	5
				31
I. Fully Allocated (Total) Cost per Hour - Non ADA Service				
	Daily Hours	22.5	-	-
	RTA Service Hours	473	-	-
	Fully Allocated Cost per Hour	\$ 45.00	\$ 45.00	\$ 45.00
	Sub-total Cost per Hour Non ADA	\$ 21,263	\$ -	\$ 21,263
Cost per Hour - ADA Service				
	Daily Hours	11.2	5.6	4.5
	RTA Service Hours	235	28	23
	Fully Allocated Cost per Hour	\$ 37.37	\$ 37.37	\$ 37.37
	Sub-total Cost per Hour ADA	\$ 8,789	\$ 1,046	\$ 841
II.				
				\$ -
				\$ -
Total Cost:				\$ 31,939
III. Revenue				
	Passengers (User Fees Non ADA)	1,436		
	- less coupons	-		
	Less Total Revenue:	1,436		\$ (1,436)
Total Amount Due from RTA:				\$ 30,503

Sample

Exhibit B
Project 47a – Special Need Transit for Elderly and Disabled

RTA Ballot/Project Number: **Project 47a – Special Needs Transit Service**

1. RTA Plan Project Element or Program Category: **Transit**
2. TIP Project Number: 100.06
3. Project Name: **Special Needs – Sun Shuttle Dial-A-Ride**
4. Type of Work: Transit Operations
5. Project Manager for Status Reports (Include Contact Information): -
Aimee Ramsey, Transit Service Administrator, Town of Oro Valley, 229-4980
aramsey@orovalleyaz.gov
6. Authorized representative for signing and submitting payment requests:
Aimee Ramsey, Transit Service Administrator, Town of Oro Valley, 229-4980
aramsey@orovalleyaz.gov

and/or

Lynn Garcia, Administrative Coordinator, Town of Oro Valley, 229-4875
lgarcia@orovalleyaz.gov

7. Map of transit routes effected by the IGA – Attachment D
8. Narrative description of scope of project, what improvements are included and intent of Project (Discuss any problems and how Project addresses same):

It is the intent of the Regional Transit Plan to expand special needs transit service for elderly and disabled persons throughout the greater Oro Valley and Tucson area. The service contemplated under this Exhibit is scheduled to operate in a dial-a-ride service mode for eligible persons who are certified with Americans Disability Act (ADA) by the City of Tucson ADA office. At the Town's discretion and funding, eligible senior trips may be also provided in accordance with regional dial-a-ride service policies.

Characteristics Sun Shuttle – ADA trips

- Service Hours: 6:00 a.m. – 8:00 p.m. Weekdays, 9:00 a.m. – 6:00 p.m. Weekends and Holidays
- 7 days a week
- Vehicles
- Origin to Destination in predefined area (see map)
- Fare equal to the regional fare
- Regional Branding of Sun Shuttle Dial-a-Ride (Oro Valley) – Attachment E

9. Total Project cost and breakdown of any other regional, local, federal and/or state funding, if applicable, to meet that cost.

Total Estimated Cost: \$392,573
Estimated RTA Cost: \$388,255
Estimated Passenger Fares: \$4,318

10. Estimated service start date and duration of service:

February 2012 – June 30, 2012
July 1, 2012 – June 30, 2013

11. Projected cost reimbursement timeline (to be used by Authority for cash flow planning).

- Attachment F –Remaining FY 2012 and FY 2013 Cash Flow
- Attachment G – Sample Billing Statement

12. Estimated RTA cost is defined as the sum of the total monthly expenditures minus fare box revenues minus “other revenues”.

Exhibit B (Attachment D: Service Area Map)



PROPOSED CONCEPT

- Regional ADA Service Area
- Origination Area for Regional ADA Trips Provided by Oro Valley

Exhibit B (Attachment E: Sun Shuttle Dial-a-Ride Regional Branding)



Exhibit B (Attachment F: Remaining FY 2012 and FY 2013 Cash Flow)

ADA SERVICE SUN SHUTTLE DIAL-A-RIDE							
Cost Per Hour	\$ 39.31						
Monthly Projected Gross Costs	Month	Days	Hours	Monthly	Farebox	RTA Cost	
	Feb-12	18	359.6	\$ 14,136	\$ 155	\$ 13,980	
	Mar-12	31	613.4	\$ 24,113	\$ 265	\$ 23,848	
	Apr-12	30	589.2	\$ 23,161	\$ 255	\$ 22,907	
	May-12	31	628.6	\$ 24,710	\$ 272	\$ 24,438	
	Jun-12	30	589.2	\$ 23,161	\$ 255	\$ 22,907	
FY 2011/2012		140	2,780.0	\$ 109,282	\$ 1,202	\$ 108,080	
Hours per Day 24.2	Jul-12	31	598.2	\$ 23,515	\$ 259	\$ 23,257	
	Aug-12	31	628.6	\$ 24,710	\$ 272	\$ 24,438	
Sat/Sun Hours 9	Sep-12	30	558.8	\$ 21,966	\$ 242	\$ 21,725	
	Oct-12	31	628.6	\$ 24,710	\$ 272	\$ 24,438	
	Nov-12	30	589.2	\$ 23,161	\$ 255	\$ 22,907	
Days 2011/2012 140	Dec-12	31	628.6	\$ 24,710	\$ 272	\$ 24,438	
	Jan-13	31	598.2	\$ 23,515	\$ 259	\$ 23,257	
Day 2012/2013 365	Feb-13	28	556.0	\$ 21,856	\$ 240	\$ 21,616	
	Mar-13	31	628.6	\$ 24,710	\$ 272	\$ 24,438	
	Apr-13	30	589.2	\$ 23,161	\$ 255	\$ 22,907	
	May-13	31	598.2	\$ 23,515	\$ 259	\$ 23,257	
	Jun-13	30	604.4	\$ 23,759	\$ 261	\$ 23,498	
FY 2012/2013		365	7,206.6	\$ 283,291	\$ 3,116	\$ 280,175	
Total Project Costs				\$ 392,573	\$ 4,318	\$ 388,255	
				RTA CPH	\$ 38.88	\$ 388,255	

Exhibit B (Attachment G: FY 2012 Sample Billing Statement)



**TOWN OF ORO VALLEY
DEVELOPMENT AND INFRASTRUCTURE SERVICES DEPARTMENT
TRANSIT SERVICES DIVISION**

INVOICE FOR TRANSIT SERVICES

RTA Transit Project #48 - A & B
TIP# 100.06

DATE: 8/1/2012
DUE DATE: 8/30/2012

Oro Valley Circulator Service & Special Needs

Bill to:

Regional Transportation Authority of Pima County
ATTN: Carlos De Leon
177 N. Church Ave., Suite 405
Tucson, AZ 85701

Remit to:

Town of Oro Valley - Transit
11000 N La Canada
Oro Valley, AZ 85737

Make checks payable to: Town of Oro Valley

TERMS: NET 30 DAYS				
DESCRIPTION				AMOUNT DUE
RTA Project 48 A & B Neighborhood Circulator & Specialized Transit Services				
Sun Shuttle Dial-a-Ride Transit Services				
	Weekdays	Saturdays	Sundays	
July 2012	Days in Service Month	21	5	5
				31
I. Fully Allocated (Total) Cost per Hour - Non ADA Service				
Daily Hours	22.5	-	-	
RTA Service Hours	473	-	-	
Fully Allocated Cost per Hour	\$ 45.00	\$ 45.00	\$ 45.00	
Sub-total Cost per Hour Non ADA	\$ 21,263	\$ -	\$ -	\$ 21,263
Cost per Hour - ADA Service				
Daily Hours	11.2	5.6	4.5	
RTA Service Hours	235	28	23	
Fully Allocated Cost per Hour	\$ 37.37	\$ 37.37	\$ 37.37	
Sub-total Cost per Hour ADA	\$ 8,789	\$ 1,046	\$ 841	\$ 10,677
II.				
				\$ -
				\$ -
Total Cost:				\$ 31,939
III. Revenue				
Passengers (User Fees Non ADA)	1,436			
- less coupons	-			
Less Total Revenue:	1,436			\$ (1,436)
Total Amount Due from RTA:				\$ 30,503

Sample

Exhibit C
Maintenance of Effort Funding

<u>Maintenance of Effort (MOE) Baseline per A.R.S. § 48-5308 (F)</u>	Oro Valley
Total Oro Valley Transit Operating Expenditures FY 2003-04	\$ 337,960
Less Revenue Adjustments (Fares, Fare Credits, Federal Aid, State Grants)	\$ 278,659
Net Oro Valley Net Cost for Transit Services	\$ 59,301
Oro Valley MOE Baseline Oro Valley Transit Services	\$ 59,301
<u>GOP Adjustment to FY 2011-12 per A.R.S. § 41-563</u>	
Growth Factor 15.793 %	\$ 9,365
ADJUSTED MOE FOR ORO VALLEY	\$ 68,666
Less Oro Valley Retained Expenditures For Senior Trips	(\$ 68,666)
Oro Valley Direct Payment	\$ 0

Attachment 1 Fiscal Impact

Service Cost Projection ¹⁾

	FY 2011-12 BUDGET	Projected FY 13 Sun Shuttle DAR	Variance	Comments
Expenditures				
Personnel	\$ 464,444.00	\$ 559,000.00	\$ 94,556.00	Additional staff to operate 365 days per year versus 255
Operations	\$ 30,620.00	\$ 31,350.00	\$ 730.00	Additional uniforms/insurance/general supplies
Fleet	\$ 91,000.00	\$ 118,150.00	\$ 27,150.00	Additional vehicle maintenance/fuel for increase service mileage
Capital ²⁾	\$ 26,880.00	\$ 188,144.00	\$ 161,264.00	Replacement vehicles via 5310 ADOT funding
RTA Park and Ride	\$ 50,000.00	\$ 50,000.00	\$ -	No change on Park and Ride maintenance
Total	\$ 662,944.00	\$ 946,644.00	\$ 283,700.00	Total anticipated annualized increase in budget in FY 12 dollars
Revenue ³⁾				
RTA Reimbursement DAR	\$ 178,000.00	\$ 524,042.00	\$ 346,042.00	Hours of Service (Wkdays 23 @ 45.00/hour net revenue \$39.31 for ADA)
RTA Reimbursement P&R	\$ 50,000.00	\$ 50,000.00	\$ -	Amount eligible for reimbursement of P&R maintenance
Farebox	\$ 39,500.00	\$ 34,765.00	\$ (4,735.00)	User fees projected to decrease due to increased ADA ridership
Misc	\$ 22,500.00	\$ 9,000.00	\$ (13,500.00)	Sale of assets
Other State Grants	\$ -	\$ 156,138.00	\$ 156,138.00	ADOT 5310 Grant for Vehicles for Seniors/Disabled services
Highway Fund Subsidy	\$ 50,193.00	\$ 50,193.00	\$ -	.50 FTE (Transit Administrator) paid from Highway Fund
General Fund Subsidy ⁴⁾	\$ 49,825.00	\$ 122,506.00	\$ 72,681.00	\$69K Annual MOE, \$31.5K for Senior Service, \$22K 5310 Local Match
Bed Tax Fund Subsidy	\$ 272,926.00	\$ -	\$ (272,926.00)	Original amount reduced by \$178K from RTA
Total	\$ 662,944.00	\$ 946,644.00	\$ 283,700.00	

1) Cost and revenue projections are estimates based on services projections as of January 2012 and included in the RTA IGA Amendment 1

2) Includes capacity for Local Match for 5310 vehicles (anticipated RTA re-imbursement)

3) FY 12 BUDGET revenue adjusted to include RTA Sun Shuttle reimbursement

4) Town's maximum general fund contribution to transit includes the regulated MOE, senior service provision, and capacity for 5310 vehicle grant local match (anticipate RTA reimbursement of \$14K - \$22K for vehicle grant)



Item #: E.

Town Council Regular Session

Date: 01/05/2011

Requested by: Aimee Ramsey, Transit Services Administrator
Submitted By: Aimee Ramsey, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)11-02, Authorizing and Approving an Intergovernmental Agreement Between the Regional Transportation Authority (RTA) of Pima County and the Town of Oro Valley for Regional Circulator Transit Service Improvements.

RECOMMENDATION:

The Transit Services Administrator and Town Engineer recommend that Council approve the intergovernmental agreement (IGA) with the RTA and begin operation of Sun Shuttle dial-a-ride regional service on February 14, 2011. Approval of this IGA will provide an integrated solution to address the constraints recently experienced by our Coyote Run transit service. In addition, this new service will provide transit service to the general public, thus expanding service options to all in need of alternative transportation. In order to ensure delivery of an effective and efficient transit service, this service will be continually monitored and modified as needed.

EXECUTIVE SUMMARY:

For FY 2010/11 the State Legislature repealed Local Transportation Assistance Funding (LTAF), impacting the Town's ability to provide Coyote Run transit service. With a reduction in work force of 27%, demand for Coyote Run service exceeds capacity, on average, 47% of the time (See Attachment 2).

Over the past few months discussions and negotiations have taken place with the Regional Transportation Authority (RTA) regarding the future of transit in Oro Valley. On June 16, 2010, options were presented to Council outlining the possibility of Coyote Run operating (in partnership with the RTA) dial-a-ride Sun Shuttle service to provide additional transit services within Oro Valley to alleviate some service demands on Coyote Run. The proposed service, a tentative timeline, and an intergovernmental agreement specifying service delivery and payment mechanisms are included for your review.

BACKGROUND OR DETAILED INFORMATION:

This Sun Shuttle proposal overlays a general public dial-a-ride service over the existing Coyote Run. Sun Shuttle service, operated by the Town's transit division, would provide a general public transportation service within a defined Northwest service area, Zone A (See Attachment 3). All trips within the area would be assigned to the Sun Shuttle service. With two operational vehicles and one spare dedicated to providing an additional 22.5 hours of transit service per day, additional capacity on Coyote Run is created to meet unmet service demands. Service characteristics and fares on Sun Shuttle will be set by the RTA Regional Council.

The Town will dedicate three Coyote Run vehicles to this effort. The vehicles will be re-branded with the Sun Shuttle look (See Attachment 4). The RTA will install regional fare collection systems on these vehicles promoting the regional fare program. Five (5) 19-hour relief driver positions will need to be filled to run this service.

This agreement will give the Town the ability to provide a new level of transit service while reducing some of the demand on Coyote Run. This IGA will provide for service enhancement and will have a positive impact on the Coyote Run service.

FISCAL IMPACT:

The Town will be reimbursed at a rate of \$45.00 per hour, less user fees. It is anticipated that the Town will be reimbursed \$74,762 from the RTA for operating the Sun Shuttle service during fiscal year 2010/11. The Town's contribution, in the amount of \$27,202, is already programmed in the base budget. The management, dispatching and supervision for the Sun Shuttle service will be covered by existing staff and will not add additional overhead costs.

This service change does not reduce the Town's \$300,000 general fund contribution to Coyote Run. However, it positions the Town to transition into a regional service provider. The future of transit services is a vision of seamless regional mobility and access available to a larger segment of the population. Without this proposed partnership, the Town will not reap the benefits of regionalization and cost sharing.

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)11-02, Authorizing and Approving an Intergovernmental Agreement between the Regional Transportation Authority (RTA) of Pima County and the Town of Oro Valley for Regional Circulator Transit Service Improvements.

OR

I MOVE to...

Attachments

Link: [Resolution R11-02 Sun Shuttle](#)

Link: [IGA Sun Shuttle Services](#)

Link: [Attachment 2 - Service Constraints](#)

Link: [Attachment 3 - Service Area Map](#)

Link: [Attachment 4 - Vehicle Branding](#)

Link: [Sun Shuttle Highlights](#)

RESOLUTION NO. (R) 11-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR REGIONAL CIRCULATOR TRANSIT SERVICE IMPROVEMENTS

WHEREAS, the Town of Oro Valley is a political subdivision of the State of Arizona vested with all associated rights, privileges and benefits and is entitled to the immunities and exemptions granted municipalities and political subdivisions under the Constitution and laws of the State of Arizona and the United States; and

WHEREAS, the Town is authorized by A.R.S. § 9-240(B)(3) to design, maintain, control and manage public roads within the boundaries of the Town; and

WHEREAS, A.R.S. § 48-5301, *et seq.* authorizes the Regional Transportation Authority (RTA) to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan (“the Plan”) approved by the voters at the special election held in Pima County, Arizona on May 16, 2006; and

WHEREAS, a Regional Transportation Fund was established by the Arizona Legislature pursuant to A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan; and

WHEREAS, the RTA is authorized by A.R.S. §§ 48-5304(16) and 48-5308 to administer and distribute the regional transportation funds to the members of the RTA in furtherance of that purpose to fund those projects or programs identified in the Plan; and

WHEREAS, the Town of Oro Valley and the RTA may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. 11-952; and

WHEREAS, the Town desires to enter into an Intergovernmental Agreement (“IGA”) with the Regional Transportation Authority (“RTA”) of Pima County to operate in partnership with the RTA a dial-a-ride Sun Shuttle service to provide additional transit services to the Town; and

WHEREAS, the IGA will allow the Town the ability to provide a new level of transit service while reducing some of the demand for the Coyote Run service; and

WHEREAS, it is in the best interest of the Town of Oro Valley to enter into the Intergovernmental Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference, with the Regional Transportation Authority of Pima County in order to set forth the responsibilities of the parties for regional circulator transit service improvements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona that the Intergovernmental Agreement by and between the Regional Transportation Authority of Pima County and the Town of Oro Valley for regional circulator transit service improvements, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby authorized and approved.

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 5th day of January, 2011.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Kathryn E. Cuvelier, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT “A”

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
THE TOWN OF ORO VALLEY
FOR
REGIONAL TRANSIT SERVICE IMPROVEMENTS:
PROJECT 48B –CIRCULATOR TRANSIT SERVICES IMPROVEMENTS**

This Agreement (hereinafter “the Agreement”) is entered into by and between the Regional Transportation Authority of Pima County (“RTA” or “the Authority”), a special taxing district formed pursuant to Title 48 Chapter 30 of the Arizona Revised Statutes (A.R.S.), and the Town of Oro Valley, a political subdivision of the State of Arizona (“the Lead Agency”) pursuant to A.R.S. § 11-952.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multi-model transportation operations and improvements identified in the Regional Transportation Plan (“the Plan”) approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006.
- B. The governing board of the Authority is composed of representatives of each member of the regional council of governments in accordance with A.R.S. § 48-5303.
- C. Pursuant to A.R.S. § 48-5304 (12), the governing board of the Authority has sole authority to implement the elements of the Plan.
- D. Pursuant to A.R.S. § 48-5304 (13), the governing board of the Authority shall coordinate the implementation of the Plan among the local jurisdictions.
- E. A Regional Transportation Fund was established by the Arizona Legislature per A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan.
- F. The Authority is authorized by A.R.S. § 48-5304 (16) and § 48-5308 to administer and distribute the regional transportation funds to the members of the Authority and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. It is the policy of the Authority to require that a lead agency be identified and an intergovernmental agreement (IGA) be approved and entered into by the Authority and the lead agency before requests for funding reimbursement or payment can be processed by the Authority.
- H. The Town of Oro Valley has been identified as the Lead Agency for the Project and will be responsible for all aspects of project implementation including, but not limited to: planning, project management, risk management, design, right of way acquisition, service delivery and operation, administration, advertisement, award, execution and administration of the Project.

- I. The Lead Agency is authorized by A.R.S. Title 9, and its Mayor and Council, to oversee design, operation, and management of RTA-funded transit services within the Lead Agency's jurisdictional boundaries.
- J. The Lead Agency may have a legal contract with one or more jurisdictions within Pima County empowering the Lead Agency to perform transit service and improvements outside the Lead Agency's jurisdictional boundaries.
- K. The Lead Agency and the Authority wish to cooperate in the design, construction, operation and management of transit service and improvements as identified in the Coyote Run Service Expansion.
- L. The Project is one of the transportation projects included in the Plan or is eligible for funding as part of a categorical program included in the Plan.
- M. The Authority intends to fund the Project under the terms and conditions contained in this Agreement and has entered into this Agreement for that purpose.
- N. The Authority and the Lead Agency may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.

NOW, THEREFORE, the Town of Oro Valley and the Authority, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of the parties for the design, construction, maintenance, operation, and management of the Project, as defined in Exhibit A, and to address the legal and administrative matters among the parties.

2. Circulator Transit Service. The proposed circulator transit service is to operate in a call and ride service mode with connections to the regional transit services This service is more fully depicted in the attached Exhibit(s), including the following:

- a) Detailed Service scope and schedule.
- b) Service budget and cost breakdown of items eligible for reimbursement by the Authority including any proposed billing of staff time directly attributable to Project.
- c) Total amount of RTA funding allowed for the Service plus a breakdown of any other regional, local, federal or state funding available.
- d) Designation of Service implementation phases, if applicable, and any additional related agreements.
- e) Estimated service start date and duration of Service.
- f) Projected cost reimbursement timeline.
- g) Identification of the Lead Agency's duly authorized representative for signing and submitting payment requests.

3. Effective Date; Term. This Agreement shall become effective upon filing a fully executed original with the office of the Pima County Recorder, and shall continue in effect for the duration of service proposed in Exhibit A. Expenditures for approved RTA projects made prior to the filing of this Agreement may be eligible for reimbursement.

4. Responsibilities of the Lead Agency.

- a. The Lead Agency shall be responsible for the design, construction and/or operation of the Project in accordance with this Agreement and all applicable public transit facility design and construction standards, RTA minimum equipment specifications, Americans with Disability Act (ADA) policies and standards, and Federal Transit Administration (FTA) policies and standards. Design Standards are federal, state, county or municipal standards for engineering, traffic, safety, accessibility, service operations, or public works facilities design. Examples of standards include: ADA design guidelines for accessible transit vehicles; facilities, and bus stops; ADA rider eligibility policies; FTA vehicle procurement requirements; and FTA guidelines for the design of vehicle maintenance facilities, park-and-ride facilities, and bus stops.
- b. The Lead Agency shall adhere to all policies adopted by the RTA for seamless transit service delivery.
- c. The Lead Agency shall perform public outreach prior to the initiation of this service or changes to the service once the service has been established. The Lead Agency shall coordinate its public outreach efforts with the Authority and other transit providers to ensure consistent public information is provided and adhere to all federal requirements.
- d. If consultants or contractors are employed to perform any portion of the Service, the Lead Agency shall be responsible for the contracts for design, construction, operation, and administration of the Service and shall select the consultants and contractors to be used on the Service. The Lead Agency shall immediately provide to the Authority copies of any and all contract documents and related materials upon request by the Authority. The Lead Agency shall retain the usual rights of the owner of a public contract including the authority to approve changes and make payments.
- e. Any changes to the Service which would result in the final project cost deviating, by ten or more percent, from the Authority's budget amount for the Service, must be approved by the Authority in advance of any changes being made, regardless of the fact that the Authority will not be paying for them.
- f. The Lead Agency will be responsible for assuming all risks associated with the Service except those that are assigned to another agency or jurisdiction that has agreed to that assumption.
- g. The Lead Agency shall require its contractors performing any portion of the Service to name the Authority as additional insured and additional indemnitee in all of the Lead Agency's contracts for the Service. The Lead Agency shall also require its contractors to name the Authority as an additional beneficiary in any performance

- h. The Lead Agency shall be responsible for preparing and submitting to the Authority, within the first week of each month or as otherwise specified herein, invoices for payment signed by a duly authorized representative of the Lead Agency and which include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA's Administrative Code. The Lead Agency must retain and certify all vendor receipts, invoices and any related Service records as needed and ensure that they are available for review for a minimum of five (5) years after final payment is made unless otherwise specified herein.
- i. The Lead Agency shall be responsible for submitting a status report describing its progress and adherence to the Service scope, schedule and budget with each request for payment.

5. Responsibilities of Authority.

- a. Upon receipt of authorized payment requests, the Authority shall convey to the Lead Agency RTA funds in the amount specified in Exhibit A on a reimbursement basis unless otherwise specified herein. It is acknowledged that the amount identified in Exhibit A is an estimated cost. Actual reimbursements may be less than or greater than the amount reflected in Exhibit A. All payments and reimbursements shall follow the policies outlined in the RTA's Administrative Code.
- b. The reimbursement rate will be at a net cost per hour, negotiated bi-annually. The net cost per hour is derived from competitively bid RTA services on similar routes, less farebox revenue credit per hour and less any federal assistance credit per hour as calculated based on budgeted service specific expenditures and revenues. Other RTA direct costs may be included in Lead Agency billings. Other RTA direct costs are generally of a non-recurring nature and typically do not impact the daily operations of the system. The Authority and Lead Agency will mutually agree upon the eligible other RTA direct costs and said expenditures will be noted on the exhibits attached hereto. Lead Agency will be reimbursed for all other direct RTA costs, subject to receipt of appropriate and sufficient documentation.
- c. Reimbursements will generally be based on the Service schedules established by the Lead Agency and contained in the Exhibit A.
- d. The RTA staff will review all payment requests to confirm that the request is for reimbursement of costs incurred by the Lead Agency for the Service. If the Authority determines that additional information is needed, the Lead agency will be notified of the request for additional information within five days of the receipt of the invoice by RTA.
- e. Upon approval of the request by RTA, the invoice will be processed for payment within ten working days of the invoice submittal.

- f. RTA shall provide all necessary cooperation and assistance to its fiscal agent to process all payment requests from the Lead Agency.

6. Termination. Either party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.

Termination. This Agreement may be terminated at any time, without cause, by providing written notice of such termination to the other party at least ninety (90) days prior to the termination date.

A.R.S. § 38-511. This Agreement is subject to the provisions of A.R.S. § 38-511.

Non-appropriation. It is acknowledged that all obligations of the Authority and Town of Oro Valley hereunder to make payments to or to incur costs for the project items specified in Exhibit A shall be subject to annual appropriation by the respective governing bodies.

7. Indemnification

- a. Mutual Indemnity To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.
- b. Notice. Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Article. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article.
- c. Negligence of indemnified party. The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.

8. Insurance

When requested by the other party, each party shall provide proof to the other of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

Lead Agency shall include the RTA as an additional insured on Lead Agency's liability insurance policy as part of this agreement.

9. Books and records. Each party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.

10. Non-assignment. Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.

11. Construction of Agreement.

- a. Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.
- b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.
- c. Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- d. Captions and Headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

12. Ownership of Improvements. Ownership and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Lead Agency. Should the Service be terminated prior the end of this agreement, the Lead Agency shall dispose of the assets reimbursed by the RTA, with all proceeds returned to the RTA.

13. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Lead Agency or the Authority.

14. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Lead Agency and any Authority employees, or between Authority and any Lead Agency employees. Neither party shall be liable for any debts, accounts, obligations, nor other

liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

16. Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

a. **Anti-Discrimination.** The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.

b. **Americans with Disabilities Act.** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

c. **Workers' Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

17. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

18. Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties

themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

19. Notification. All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The Authority:

Gary G. Hayes, Executive Director
Regional Transportation Authority
177 N. Church, Suite 405
Tucson, AZ 85701

Town of Oro Valley:

Craig Civalier, P.E.
Town Engineer
11000 N. La Cañada
Oro Valley, AZ 85737

Tobin Rosin
Town Attorney
11000 N. La Cañada
Oro Valley, AZ 85737

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

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

In Witness Whereof, the Town of Oro Valley has caused this Agreement to be executed by the Mayor and Council, upon resolution of the Mayor and Council attested to by the Town Clerk, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY:

Lynn Skelton, Board Chair

Date

TOWN OF ORO VALLEY:

Dr. Satish I. Hiremath, Mayor

Date

ATTEST:

Kathryn E. Cuvelier, Town Clerk

Date

The foregoing Agreement between the Town of Oro Valley and the Authority has been approved as to content and is hereby recommended by the undersigned.

Craig Civalier, P.E. Town Engineer
Development and Infrastructure Services
Town of Oro Valley

Date

ATTORNEY CERTIFICATION

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

Regional Transportation Authority of Pima County:

Thomas Benavidez, Attorney for the Authority

Date

Town of Oro Valley:

Tobin Rosen, Town Attorney

Date

Exhibit A
Project 48b – Oro Valley Circulator Transit Service

RTA Ballot Project/Program Number: **Project 48b – Oro Valley Circulator Transit Service**

1. RTA Plan Project Element or Program Category: **Transit**
2. TIP Project Number: 100.06
3. Project Name: **Oro Valley Circulator Service – Sun Shuttle Dial-N-Ride**
4. Type of Work (Pre-design, Design, Right-of-way, Construction, Transit Operations, other)
Pre-Design _____
Design _____
Right-of-Way _____
Construction _____
Transit Operations X
Other _____
5. Project Manager for Status Reports (Include Contact Information)
Aimee Ramsey, Transit Services Administrator, Town of Oro Valley, 229-4980
aramsey@orovalleyaz.gov
6. Authorized representative for signing and submitting payment requests
Aimee Ramsey, Transit Services Administrator, Town of Oro Valley, 229-4980
aramsey@orovalleyaz.gov

and/or

Lynn Garcia, Administrative Coordinator, Town of Oro Valley, 229-4875
lgarcia@orovalleyaz.gov
7. Map of transit routes effected by the IGA – Attachment A
8. Narrative description of scope of Project, what improvements are included and intent of Project (Discuss any problems and how Project addresses same).

It is the intent of the Regional Transit Plan to enhance transit service throughout the greater Oro Valley area. The service contemplated under this Exhibit is scheduled to operate in a dial-n-ride service mode with connections to other regional transit services In addition, this service maybe utilized to help easy capacity levels from Coyote Run as residents of Oro Valley will now have an alternative transit options.

Characteristics Sun Shuttle – General Public

- 5:30 a.m. until 7:00 p.m.
- 8:00 a.m. until 5:00 p.m. 2 vehicles
- Monday through Friday operations
- Curb to Curb service in predefined area (see map)
- Fare equal to the regional fare

9. Total Project cost and breakdown of any other regional, local, federal and/or state funding, if applicable, to meet that cost.

FY 2010/2011

OV Circulator Service – Operating & Capital Costs	\$104,046
RTA funds -	\$74,762
OV funds -	\$27,202
User Fees -	\$2,081

RTA Transit Element Oro Valley Cash Flow for RTA Projects								FY 2010-2011	
Cost Per Hour	\$ 45.00					.02 (Farebox)			
Projected Costs	mon.	Days	Hours	Monthly	Farebox	OV MOE	RTA Net Cost		
Hours/Day 22.5	Jul-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Aug-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sep-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Oct-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Nov-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
Days 97	Dec-10	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Jan-11*	-	-	\$ -	\$ -	\$ -	\$ -	\$ 2,784	
	Feb-11*	10	225.0	\$ 10,125	\$ 319	\$ 3,038	\$ 9,742	\$ 9,742	
	Mar-11	23	517.5	\$ 23,288	\$ 466	\$ 6,034	\$ 16,788	\$ 16,788	
	Apr-11	21	472.5	\$ 21,263	\$ 425	\$ 6,045	\$ 14,792	\$ 14,792	
	May-11	21	472.5	\$ 21,263	\$ 425	\$ 6,045	\$ 14,792	\$ 14,792	
	Jun-11	22	495.0	\$ 22,275	\$ 446	\$ 6,040	\$ 15,790	\$ 15,790	
	FY 2010/2011		2,182.5	\$ 104,046	\$ 2,081	\$ 27,202	\$ 74,762	\$ 74,762	
Annual Net Costs					RTA CPH	\$ 36.85	\$ 104,046		

**Direct cost of driver training included.*

10. Estimated service start date and duration of service per this Agreement.

February 2011- June 30, 2011
July 1, 2011 - June 30, 2012

11. Projected cost reimbursement timeline (to be used by Authority for cash flow planning).

- Attachment B – FY 2012 Cash Flow
- Attachment C – Sample Billing Statement

12. Net cost is defined as the sum of the total monthly expenditures minus fare box revenues minus “other revenues”.

RTA Transit Element Oro Valley Cash Flow for RTA					FY 2011-2012		
Cost Per Hour	103%		\$ 46.35		.03 (Farebox)		
Monthly Projected	mon.	Days	Hours	Monthly	Farebox	OV MOE	RTA Net Cost
Gross Costs	Jul-11	21	472.5	\$ 21,900	\$ 657	\$ 6,253	\$ 14,990
Hours per Day	Aug-11	23	517.5	\$ 23,986	\$ 720	\$ 6,352	\$ 16,915
22.5	Sep-11	21	472.5	\$ 21,900	\$ 657	\$ 6,352	\$ 14,892
	Oct-11	21	472.5	\$ 21,900	\$ 657	\$ 6,352	\$ 14,892
	Nov-11	20	450.0	\$ 20,858	\$ 626	\$ 6,352	\$ 13,880
Days	Dec-11	20	450.0	\$ 20,858	\$ 626	\$ 6,352	\$ 13,880
251	Jan-12	20	450.0	\$ 20,858	\$ 626	\$ 6,352	\$ 13,880
	Feb-12	19	427.5	\$ 19,815	\$ 594	\$ 6,352	\$ 12,869
	Mar-12	22	495.0	\$ 22,943	\$ 688	\$ 6,352	\$ 15,903
	Apr-12	21	472.5	\$ 21,900	\$ 657	\$ 6,352	\$ 14,892
	May-12	22	495.0	\$ 22,943	\$ 688	\$ 6,352	\$ 15,903
	Jun-12	21	472.5	\$ 21,900	\$ 657	\$ 6,352	\$ 14,892
	FY 2011/2012		5,647.5	\$ 261,762	\$ 7,853	\$ 76,121	\$ 177,787
Annual Net Costs					RTA CPH	\$ 31.48	\$ 261,762



**TOWN OF ORO VALLEY
DEPARTMENT OF PUBLIC WORKS - TRANSIT DIVISION**

INVOICE FOR TRANSIT SERVICES

RTA Transit Project #48-B
TIP# 100.06
Oro Valley Circulator Service

DATE: 2/28/2011
DUE DATE: 3/29/2011

Bill to: Regional Transportation Authority of Pima County ATTN: Jim Degrood 177 N. Church Ave., Suite 405 Tucson, AZ 85701	Remit to: Town of Oro Valley - Transit 11000 N La Canada Oro Valley, AZ 85737 Make checks payable to: Town of Oro Valley
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TERMS: NET 30 DAYS

DATE	DESCRIPTION	AMOUNT DUE
	RTA Project 48 Specialized Transit Services	
	Sun Shuttle Call-N-Ride Oro Valley Transit Services	
	<u>BILLING FOR THE PERIOD January 15, 2011 through February 28, 2011</u>	
10/01/10	I. Fully Allocated (Total) Cost per Hour Days in Service Month - Weekdays 10 Daily Hours 22.5 RTA Service Hours 225 Training Hours - Fully Allocated Cost per Hour \$ 45.00 Total Cost per Hour <u><u>\$ 10,125</u></u>	
	II. Direct Cost Recurring Costs: RTA Service O&M \$ - Sub-total Direct Recurring Costs <u><u>\$ -</u></u> Other Direct Costs (non-recurring): Driver's Hiring/Training \$ 5,758 <u><u>\$ 5,758</u></u>	
	Total Cost:	<u><u>\$ 15,883</u></u>
	III. Revenue Passengers (User Fees) 319 Less Total Revenue: <u><u>\$ 319</u></u>	<u><u>\$ (319)</u></u>
	IV. Oro Valley MOE Oro Valley Maintenance of Effort 3,038 Less Total Revenue: <u><u>\$ 3,038</u></u>	<u><u>\$ (3,038)</u></u>
	Total Amount Due from RTA:	<u><u>12,526</u></u>

Sample

Attention Passengers



Service Update

State budget cuts have impacted Coyote Run service levels and staffing .

Please be aware that:

- Reservations dispatch hours will be 8 a.m. to 3 p.m. Please call during this time
- We cannot accommodate same or next day service or changes
- All reservations **MUST** be made 48 hours in advance—**No exceptions**
- Trips in all zones will be limited to 65 passengers per day

Zone service hours will be as follows:

- Zone A—8 a.m. to 5 p.m.*
- Zone B—8:30 a.m. to 4:30 p.m.*
- Zone C—9 a.m. to 3 p.m.*

****Times depicted are first and last pick-up times***

Coyote Run cannot guarantee reservations. Your trip may be cancelled due to driver availability. You will be contacted should we need to cancel your reservation.

ALTERNATIVE: ADA Certified passengers residing south of Tangerine are eligible to ride with Handi-Car. Please call (520) 881-3391 for reservations.

For more information, call the Transit Administrator, Aimee Ramsey, at (520) 229-4980.

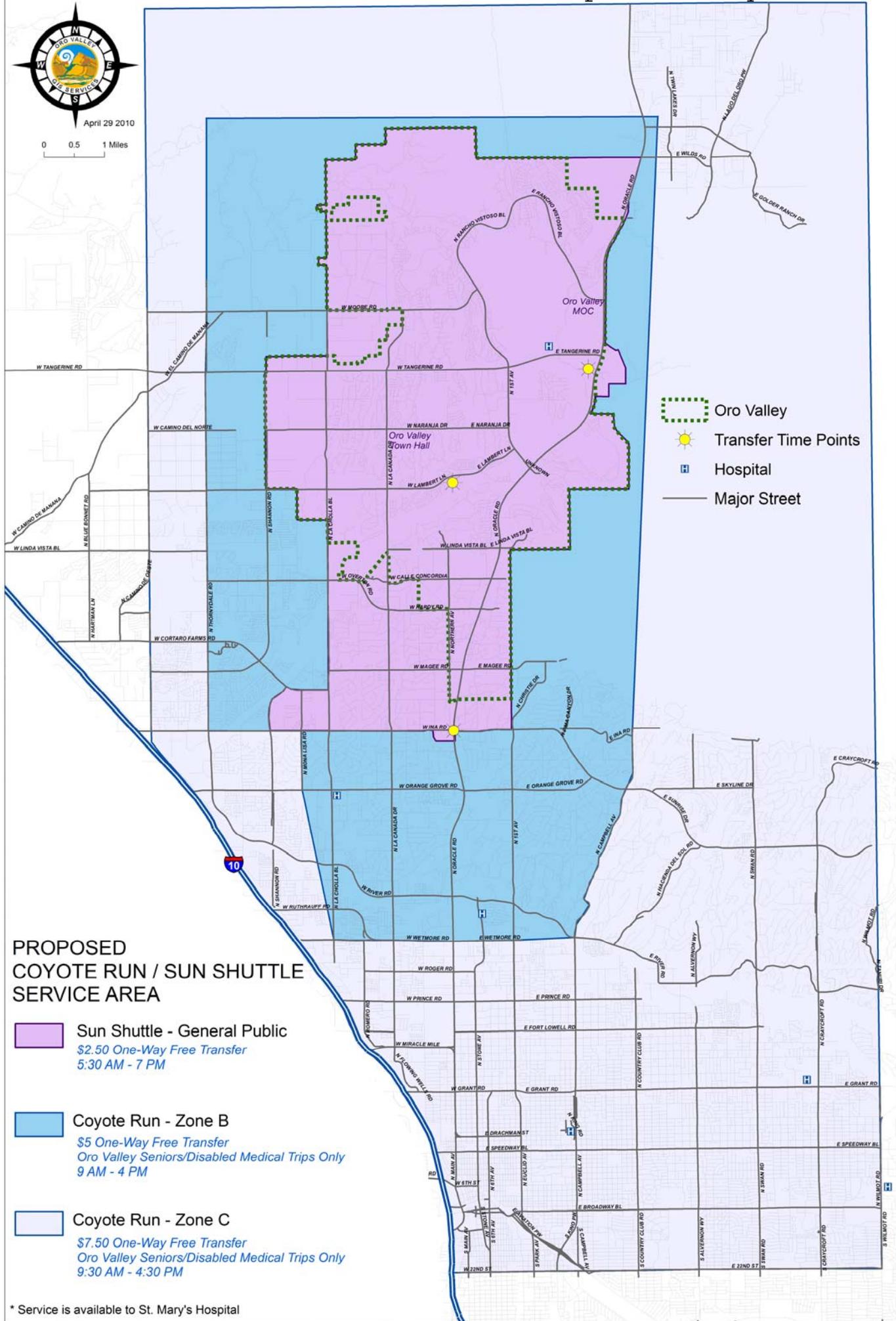
Thank you.

08/19/10



April 29 2010

0 0.5 1 Miles

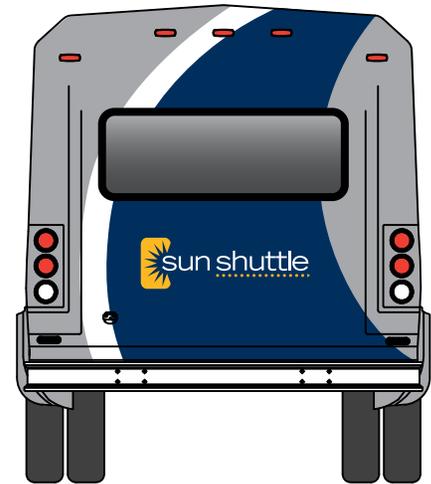
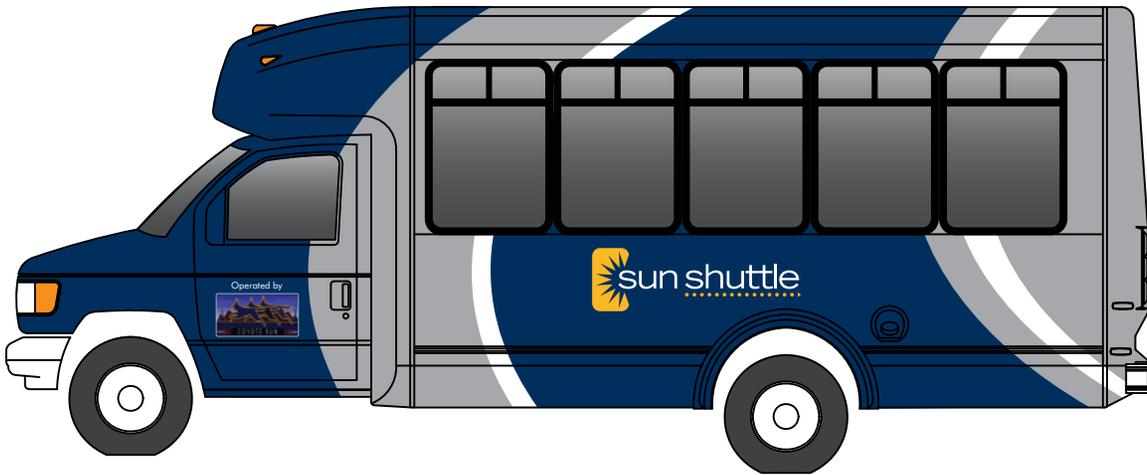
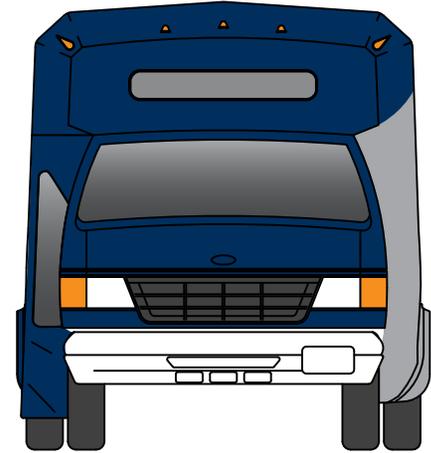
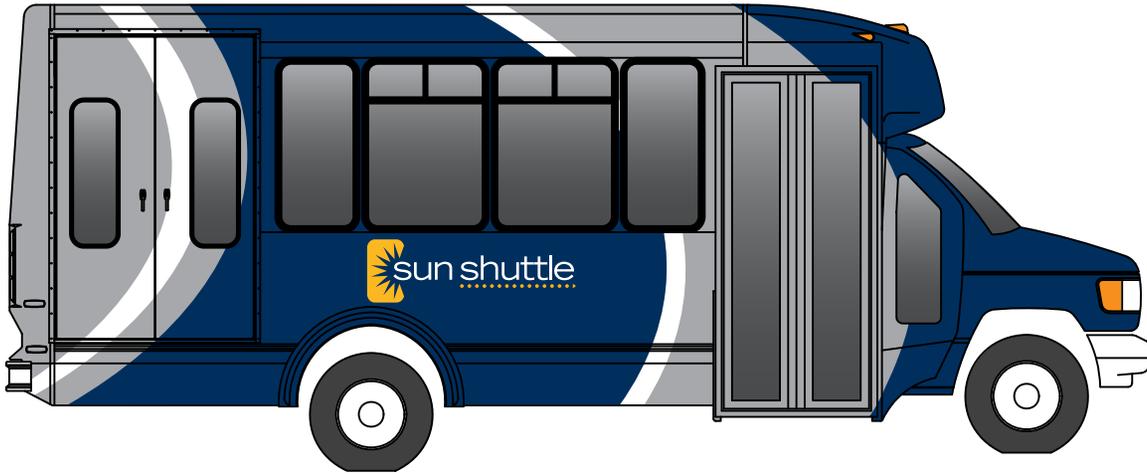


- Oro Valley
- Transfer Time Points
- Hospital
- Major Street

**PROPOSED
COYOTE RUN / SUN SHUTTLE
SERVICE AREA**

- Sun Shuttle - General Public**
\$2.50 One-Way Free Transfer
5:30 AM - 7 PM
- Coyote Run - Zone B**
\$5 One-Way Free Transfer
Oro Valley Seniors/Disabled Medical Trips Only
9 AM - 4 PM
- Coyote Run - Zone C**
\$7.50 One-Way Free Transfer
Oro Valley Seniors/Disabled Medical Trips Only
9:30 AM - 4:30 PM

* Service is available to St. Mary's Hospital



*AEROTECH FORD 220
36" DOOR / REAR LIFT*



Dial-a-Ride: A bus service that can be called to the door by telephone, generally intended for people in need of assistance in moving about but also available to General Public.

General Highlights Sun Shuttle Dial-a-Ride

- Increases service span 5:30 a.m. until 7 p.m.
- Increases service capacity by providing service options to passengers traveling in Zone A
- Releases Coyote Run capacity to handle more specialized services
- Creates regional mobility through transfers
- Fares \$2.50 per trip

If approved tonight implementation timeline and next steps

- Adoption of the IGA by Regional Council
 - January 22, 2011
- Development of Public Information
 - Now until Dec. 16, 2010
- Vehicle Rebranding - RTA
 - Beginning of January 2011
- Farebox Installation – RTA
 - Middle of January 2011
- Driver Hiring and Training – Transit Division
 - January 2011 – February 14, 2011

RULES FOR RIDING

Do your part to help us create a pleasant and comfortable ride for everyone.

Be Safe and Respect Other Riders

- Shirt and shoes are required.
- No smoking on board.
- Never interfere with the driver's ability to drive safely.
- Always keep arms, head and hands inside the vehicle.
- Gasoline-powered (GP) bicycles, (GP) scooters and (GP) skateboards are not allowed on vehicles or bike racks.
- Vehicle batteries and gas containers are not allowed inside transit vehicles.
- Except for service animals, keep pets enclosed in small cages or cardboard boxes.

Take Care of Your Bus

- Keep food and drinks in closed containers. No eating on the transit vehicle. No alcoholic beverages.
- Please don't litter or create unsanitary conditions. Take your trash with you.
- Don't damage transit property.

POLICIES

Sun Shuttle has various policies in place to ensure safe and efficient service to our community. To learn about the policies, please call (520) 229-4990 or visit www.suntran.com/sunshuttle.

What do you think of our service? E-mail your ideas to sunshuttle@rtamobility.com

**ALL DIAL-A-RIDE TRIPS
REQUIRE A RESERVATION**

Sun Shuttle operates public transit services without regard to race, color or national origin. If you would like additional information on Sun Shuttle's nondiscrimination obligations or would like to file a complaint, please call 792-9222 (TDD: 628-1565).

TRANSFERS AND PASSES

A surcharge is required when boarding dial-a-ride or deviated service with a Sun Tran pass or transfer. The following passes are accepted: day pass, monthly (including full fare, economy and express), U-Pass and PCC pass.

Passengers traveling within the blue zone can request a Sun Shuttle Connection Pass if you've paid cash and are transferring to Sun Tran or Sun Express. This valid pass will be honored on Sun Tran routes connecting to Sun Shuttle. A \$.50 surcharge is required when connecting to Sun Express Routes 101X-312X.

HANDI-CAR & COYOTE RUN PASSES

Sun Shuttle Dial-a-Ride service in Oro Valley currently accepts Handi-Car and Coyote Run vouchers for qualified ADA and senior passengers.

CONNECT TO SUN TRAN

Sun Tran Routes 1-99 operate 365 days a year. Sun Express Routes 101X-312X operate during peak morning and afternoon commute times Monday through Friday. To view Sun Tran and Sun Express schedules, pick up a Ride Guide on the bus or visit www.suntran.com. Call (520) 792-9222 for trip planning assistance.

CANCELLATIONS

Please call by 4 p.m. the day before your scheduled trip to cancel. If cancelling a Monday trip, please call by Friday of the previous week.

CONTACT US (520) 229-4990

Customer Service Hours:
Monday-Friday 7 a.m. – 4 p.m.

HOLIDAY SERVICE

Holiday service available to ADA certified passengers only. For a list of observed holidays, call (520) 229-4990.

Oro Valley – Catalina

Dial-a-Ride

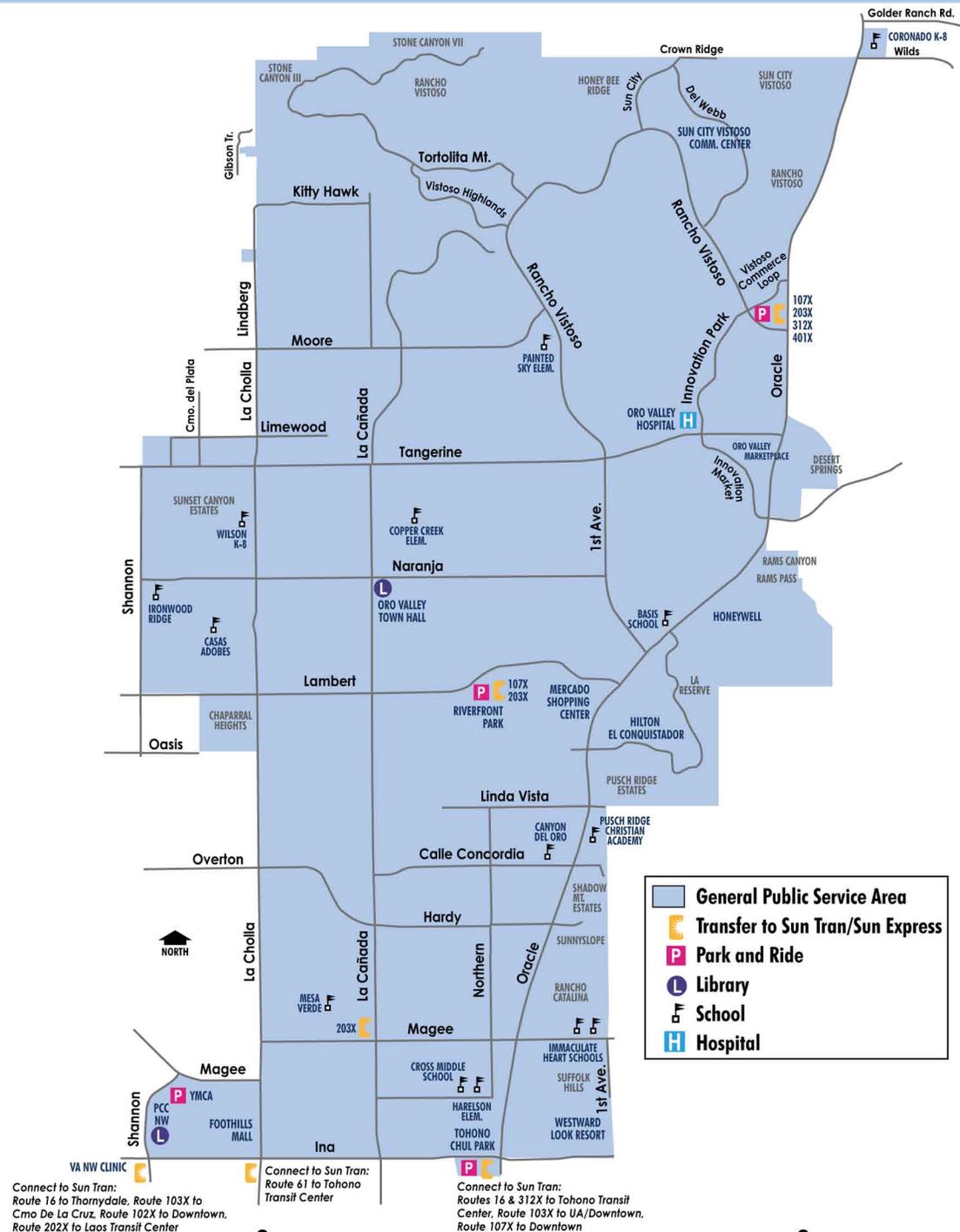
General Public, Disabled & Senior Service
Effective February 13 – August 11, 2012



Neighborhood transportation & connection to Sun Tran routes.



GENERAL PUBLIC SERVICE AREA



WHO IS ELIGIBLE?

Anyone can ride the Sun Shuttle Dial-a-Ride general public service who is traveling within the area indicated on the blue map. Qualified senior and disabled passengers can travel outside this area, but round-trips must originate in the blue zone. View qualified senior and disabled service areas for details.

SERVICE HOURS

Monday-Friday 6 a.m. – 8 p.m.
Weekend & Holidays 9 a.m. – 6 p.m. (for ADA qualified passengers only)

ONE-WAY CASH FARES

Full Fare	\$3.00
Seniors 65 & older	\$3.00 (with proper ID)
Persons with Disabilities	\$3.00 (with ADA eligibility card)
Low-Income	\$1.00* (with SunGO ID & Card)
5 years and under	FREE (with paying adult)

* To be eligible for the low-income fare, passengers must obtain an ID from the City of Tucson Special Services Office, 35 W. Alameda, Tucson. Call 791-4100 for more information.

RESERVATIONS

Reservations are required one to seven days in advance. Please call (520) 229-4990 to make your reservation.

Reservation Hours:
Monday-Friday 7 a.m. – 4 p.m.

For weekend and Monday travel, reservations should be made by Friday of the previous week.



WHAT IS DIAL-A-RIDE?

Sun Shuttle provides dial-a-ride service for individuals traveling in Oro Valley. Service areas vary for seniors, persons with disabilities, or the general public. For service area boundary details, call (520) 229-4990 or visit www.suntran.com/sunshuttle.

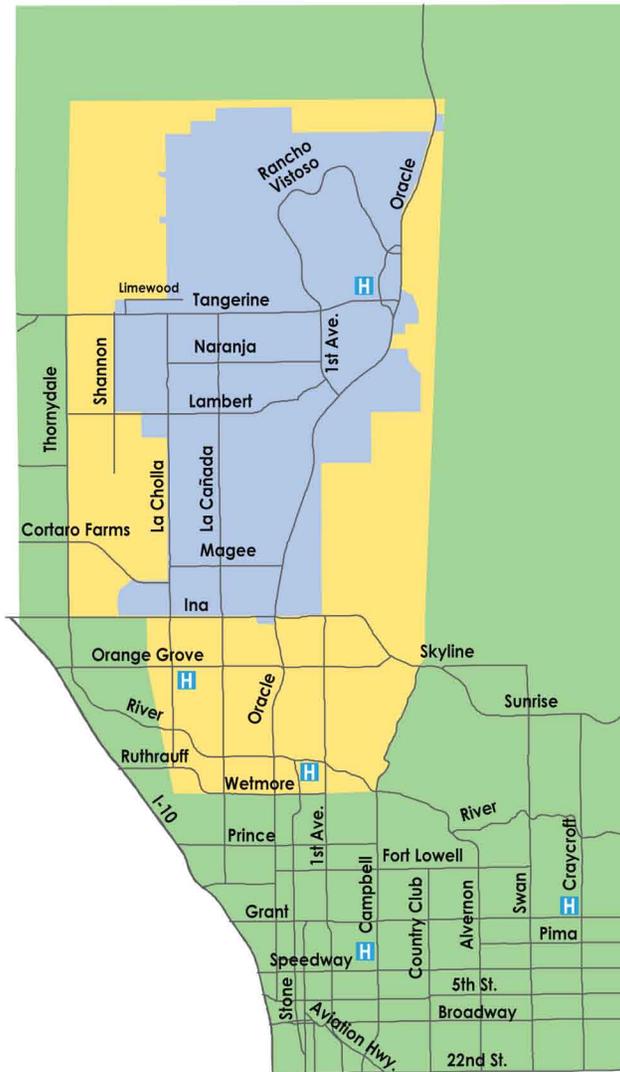
WHICH SERVICE IS FOR YOU?

There are three types of dial-a-ride service available with varying qualifications. See what service you qualify for.

- General Public - Everyone qualifies to ride in the blue service area.
- ADA Certified Passengers – Must originate a round-trip in the blue zone and can travel to the pink zone.
- Seniors 65 & Older – Must originate a round-trip in the blue zone and can travel to the yellow or green zones.

HOW TO DIAL-A-RIDE

- Call (520) 229-4990 to schedule your ride one to seven days in advance.
- When scheduling your trip, provide your name, date of travel, departure location, destination and desired arrival time.
- Be ready at your scheduled pick-up location at least 5 minutes early. Wait where the Sun Shuttle driver can see you.
- Be ready to board with your correct fare.
- When you board, verify your desired drop-off location with the driver.
- Gather personal belongings before you exit. If you have a bike stored in the bike rack, let the driver know you need to unload your bike.



	Yellow Senior Service Area
	Green Senior Service Area
	General Public Service Area <i>See page 2-3 for map details</i>
	Hospital

WHO IS ELIGIBLE FOR SENIOR SERVICE?

Persons 65 years of age or older are eligible to utilize Sun Shuttle’s Dial-a-Ride service in the senior service area as long as a round-trip originates in the blue zone. Previous Coyote Run passengers who are 62 years or older are qualified to ride Sun Shuttle service for seniors.

SERVICE AREA

Qualified seniors must originate a round-trip in the blue zone, and travel within the blue zone, or to the yellow or green zones. For trips with multiple destinations or one-way trips, ask your reservationist.

ONE-WAY CASH FARES

Fares vary depending on which zone you end your trip.

Outbound Trip		Return Trip	
	to \$3.00		to \$3.00
	to \$6.00		to \$6.00
	to \$9.00		to \$9.00

If not returning to the blue zone, please ask your reservationist for details.

5 years and under **FREE** (with paying senior)

SERVICE HOURS

Monday-Friday **6 a.m. – 8 p.m.**

RESERVATIONS

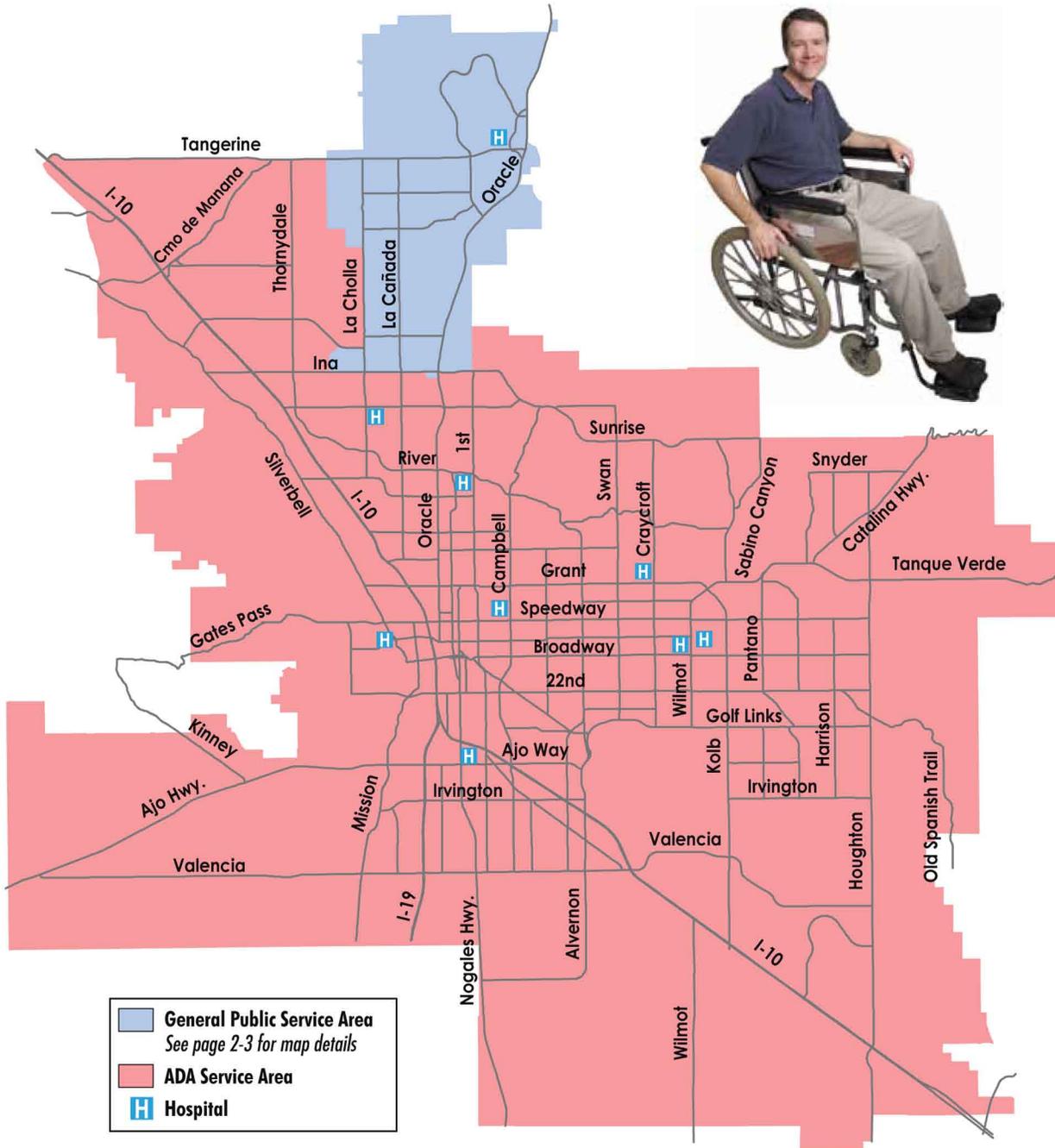
Reservations are required one to seven days in advance. Please call (520) 229-4990 to make your reservation.

Reservation Hours:
Monday-Friday **7 a.m. – 4 p.m.**

For weekend and Monday travel, reservations should be made by Friday of the previous week.



ADA SERVICE AREA FOR PERSONS WITH DISABILITIES



WHO IS ELIGIBLE FOR ADA SERVICE?

Any individual who has a disability that prohibits riding fixed route service and who has been qualified by the City of Tucson's ADA Eligibility office and received an ADA Eligibility Card is eligible to ride Sun Shuttle in the ADA service area indicated by the map at left. For details on the ADA qualification process, please visit 35 W. Alameda, Tucson, or call 791-5409.

SERVICE HOURS

Monday-Friday 6 a.m. – 8 p.m.
Weekend & Holidays 9 a.m. – 6 p.m.

What do you think of our service? E-mail your ideas to sunshuttle@rtamobility.com

SERVICE AREA

All ADA qualified passengers must originate a round-trip in the blue zone.

RESERVATIONS

Reservations are required one to seven days in advance. Please call (520) 229-4990 to make your reservation.

Reservation Hours:

Monday-Friday 7 a.m. – 4 p.m.

For weekend and Monday travel, reservations should be made by Friday of the previous week.

ONE-WAY CASH FARES

Traveling within the blue zone or to anywhere in the pink zone.

Full Fare \$3
Low-Income \$1.00* (with SunGO ID & Card)

* To be eligible for the low-income fare, passengers must obtain an ID from the City of Tucson Special Services Office, 35 W. Alameda, Tucson. Call 791-4100 for more information.



Town Council Regular Session

Item # 2.

Meeting Date: 02/01/2012

Requested by: Aimee Ramsey

Submitted By:

Aimee Ramsey,
Development Infrastructure
Services

Department: Development Infrastructure Services

Information

SUBJECT:

RESOLUTION NO. (R)12-08, AUTHORIZING AND APPROVING THE TOWN OF ORO VALLEY DEVELOPMENT AND INFRASTRUCTURE SERVICES DEPARTMENT TRANSIT SERVICES DIVISION SUN SHUTTLE DIAL-A-RIDE FARE INCREASE

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Adoption of this resolution is consistent with Resolution No. (R)12-07, authorizing and approving amendment number 1 to the IGA between the Town and RTA for circulator bus service. The integration of transit services through Sun Shuttle Dial-a-Ride requires regional consistency in fares. This resolution will set a local fare policy structure as a multiple of the base cash fare of the regional fixed route service. The proposed fare structure is shown in the attached table.

The fare increase is needed:

1. To create equity between the Town and regional transit systems and support a regional fare
2. To create an easily identified fare structure tied to the base regional fare to ensure future fare increases are adopted at the regional level

BACKGROUND OR DETAILED INFORMATION:

Over the past year, staff has worked closely with the Regional Transportation Authority to deal with the loss of Local Transportation Assistance Funding while preserving service to our seniors and persons with disabilities. These discussions have resulted in the adoption of a regional service solution, Sun Shuttle Dial-a-Ride. This fare increase supports the regional objective of having common service policies and standards.

Proposed Fare Structure - One-way fares:

Base Cash Fare	\$ 1.50	
Blue Zone (A)	\$ 3.00 (2 times base fare)	No Change to Blue Zone
Yellow Zone (B)	\$ 6.00 (4 times base fare)	Senior Riders Only – currently \$5.00
Green Zone (C)	\$ 9.00 (6 times base fare)	Senior Riders Only – currently \$7.50

This increase will impact seniors only. Senior transit service is an optional service provided by the Town;

therefore, fares for seniors are set by the local funding agency.

General public riders in the "Blue Zone" riders will be charged 2 times the base cash fare (\$3.00).

ADA Certified riders will be charged 2 times the base cash fare (\$3.00) for all trips within the ADA Service Area; therefore, when traveling outside the "Blue Zone," ADA passengers will actually experience a fare decrease.

FISCAL IMPACT:

Staff anticipates a decrease in farebox revenue, from \$39,500 in FY 2011-12 to \$34,765 in FY 2012-13. This decrease is due to the effective fare decrease for ADA Certified riders. As shown in the attached Service Cost Projection, decreased farebox revenue will be offset by increased RTA reimbursement for Dial-a-Ride trips.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)12-08, authorizing and approving the Town of Oro Valley Development and Infrastructure Services Department Transit Services Division Sun Shuttle Dial-A-Ride fare increase.

Attachments

Resolution No. R12-08

Service Cost Projection

RESOLUTION NO. (R) 12-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING THE TOWN OF ORO VALLEY DEVELOPMENT AND INFRASTRUCTURE SERVICES DEPARTMENT TRANSIT SERVICES DIVISION SUN SHUTTLE DIAL-A-RIDE FARE INCREASE

WHEREAS, the Town of Oro Valley is a political subdivision of the State of Arizona vested with all associated rights, privileges and benefits and is entitled to the immunities and exemptions granted municipalities and political subdivisions under the Constitution and laws of the State of Arizona and the United States; and

WHEREAS, in accordance with the United States Department of Transportation Federal Transit Administration, 49 USC, Chapter 53, the Town has a policy regarding public comments for the Development and Infrastructure Services Department Transit Services Division's Coyote Run fare increases; and

WHEREAS, the Town has agreed to operate these services under the regional dial-a-ride service policies and regional system brand, eliminating the Coyote Run brand and naming the services Sun Shuttle Dial-A-Ride; and

WHEREAS, on October 24, 2011 and December 14, 2011 at duly noticed Public Meetings in accordance with the Town's Transit Service Division policy, the Town solicited public comments regarding fare increases to provide regional consistency in fares; and

WHEREAS, the Town has considered the public comments as part of its decision making process for rate increases; and

WHEREAS, the Mayor and Council held a Public Meeting to deliberate and vote on the proposed fare increases on February 1, 2012.

NOW, THEREFORE, BE IT RESOLVED by Mayor and Council of the Town of Oro Valley, Arizona that the Development and Infrastructure Services Department Transit Services Division Sun Shuttle Dial-A-Ride Fare Increases, attached hereto as Exhibit "A" and incorporated herein by this reference, are hereby authorized and approved.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 1st day of February, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT "A"

Proposed Fare Structure

Base Cash Fare	\$1.50
Blue Zone (A)	\$3.00
Yellow Zone (B)	\$6.00
Green Zone C (C)	\$9.00

One-Way Fares

2 times	No change to Blue Zone
4 times	Senior Riders Only - currently \$5.00
6 times	Senior Riders Only - currently \$7.50

Attachment 1 Fiscal Impact

Service Cost Projection ¹⁾

	FY 2011-12 BUDGET	Projected FY 13 Sun Shuttle DAR	Variance	Comments
Expenditures				
Personnel	\$ 464,444.00	\$ 559,000.00	\$ 94,556.00	Additional staff to operate 365 days per year versus 255
Operations	\$ 30,620.00	\$ 31,350.00	\$ 730.00	Additional uniforms/insurance/general supplies
Fleet	\$ 91,000.00	\$ 118,150.00	\$ 27,150.00	Additional vehicle maintenance/fuel for increase service mileage
Capital ²⁾	\$ 26,880.00	\$ 188,144.00	\$ 161,264.00	Replacement vehicles via 5310 ADOT funding
RTA Park and Ride	\$ 50,000.00	\$ 50,000.00	\$ -	No change on Park and Ride maintenance
Total	\$ 662,944.00	\$ 946,644.00	\$ 283,700.00	Total anticipated annualized increase in budget in FY 12 dollars
Revenue ³⁾				
RTA Reimbursement DAR	\$ 178,000.00	\$ 524,042.00	\$ 346,042.00	Hours of Service (Wkdays 23 @ 45.00/hour net revenue \$39.31 for ADA)
RTA Reimbursement P&R	\$ 50,000.00	\$ 50,000.00	\$ -	Amount eligible for reimbursement of P&R maintenance
Farebox	\$ 39,500.00	\$ 34,765.00	\$ (4,735.00)	User fees projected to decrease due to increased ADA ridership
Misc	\$ 22,500.00	\$ 9,000.00	\$ (13,500.00)	Sale of assets
Other State Grants	\$ -	\$ 156,138.00	\$ 156,138.00	ADOT 5310 Grant for Vehicles for Seniors/Disabled services
Highway Fund Subsidy	\$ 50,193.00	\$ 50,193.00	\$ -	.50 FTE (Transit Administrator) paid from Highway Fund
General Fund Subsidy ⁴⁾	\$ 49,825.00	\$ 122,506.00	\$ 72,681.00	\$69K Annual MOE, \$31.5K for Senior Service, \$22K 5310 Local Match
Bed Tax Fund Subsidy	\$ 272,926.00	\$ -	\$ (272,926.00)	Original amount reduced by \$178K from RTA
Total	\$ 662,944.00	\$ 946,644.00	\$ 283,700.00	

1) Cost and revenue projections are estimates based on services projections as of January 2012 and included in the RTA IGA Amendment 1

2) Includes capacity for Local Match for 5310 vehicles (anticipated RTA re-imbursement)

3) FY 12 BUDGET revenue adjusted to include RTA Sun Shuttle reimbursement

4) Town's maximum general fund contribution to transit includes the regulated MOE, senior service provision, and capacity for 5310 vehicle grant local match (anticipate RTA reimbursement of \$14K - \$22K for vehicle grant)



Town Council Regular Session

Item # 3.

Meeting Date: 02/01/2012

Requested by: Wendy Gomez

Submitted By:

Wendy Gomez, Finance

Department: Finance

Information

SUBJECT:

FISCAL YEAR 2011/12 FINANCIAL UPDATE THROUGH DECEMBER 2011

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

General Fund

Attachment A shows General Fund revenues and expenditures through December as well as year-end estimates for each category. Through December, revenue collections, including transfers in, totaled \$12,114,924 and expenditures, including transfers out, totaled \$11,353,622.

The estimated **year-end** projections in the General Fund are as follows:

Revenues	\$24,656,616
<u>Less:</u>	
Expenditures	(25,053,956)
<u>Plus:</u>	
Other Financing Sources	<u>410,074</u>
Est. Increase in Fund Balance	\$ 12,734

General Fund Revenues and Other Financing Sources

- Revenues through December total \$11,802,381 which represents 47.2% of the budgeted FY 11/12 revenues.
- Revenues are estimated to come in 1.4% under budget at this point. This is due primarily to budgeted permitting revenues from Ventana Medical Systems that will not be received in FY 2011/12, as the expansion project has been delayed. The corresponding expenditure has also been removed from the year-end estimates. In addition, we are observing lagging construction and utility sales tax collections.
- **Note that these are preliminary estimates. Staff will continue to monitor revenue collections and may further adjust year-end estimates based on actual trends.**
- Although the distribution by revenue category has changed, the total amount of General Fund revenues budgeted for this fiscal year is 10% below what was collected five years ago, in FY 06/07

General Fund Major Revenue Categories

Local Sales Tax

- Fiscal year to date General Fund collections are \$5,731,681 (6%, or \$280K higher than FY 10/11 through December).
- Total collections are estimated to come in 1.9% below budget
- Retail collections are up nearly 7% over last year and are expected to come in over budget
- Restaurant and bar collections are up 10% over last year and are also expected to come in over budget
- Although utility collections are up 54% over last year, they are trending below budget and are expected to come in at approximately \$2.4 million, versus a budget of \$2.67 million
- Construction sales tax collections are down 12% over last year and are expected to come in at \$1,532,000, or approximately \$300,000 below the budget of \$1,833,000

State-Shared Revenues

- Income Tax - fiscal year to date is \$1,730,608 (9.7% decrease from FY 10/11 through December)
- Sales Tax - fiscal year to date is \$1,528,144 (7.8% increase from FY 10/11 through December)
- Vehicle License Tax - fiscal year to date is \$747,075 (2% decrease from FY 10/11 through December)

General Fund Expenditures

- Expenditures through December total \$11,353,622, which represents 43.5% of the budgeted FY 11/12 expenditures
- Expenditures are estimated to come in under budget by about \$1,037,000, or by about 4%
- Year end projections have been reduced by approximately \$410,000 for the delay in the Ventana Medical Systems expansion. This represented permitting revenues that were to be accumulated in a rebate account per the financial participation agreement.
- Vacancy savings are estimated at approximately \$613,000. (These are savings from positions that will remain unfilled or will be refilled at a later date). **Note that vacancy savings are estimates and are subject to change.**
- Personnel estimates include additional Transit personnel costs of \$41,871 for the IGA with the RTA scheduled for approval at the February 1st Council meeting. Corresponding revenues have also been incorporated into the year-end estimates.
- O&M and capital outlay savings are estimated at \$56,285. These net savings have been estimated by departments.

See Attachment A for additional detail on the General Fund, and Attachments B and C for additional detail on the Highway Fund and Bed Tax Fund. Midyear fund updates have also been provided for the Roadway Impact Fee Fund and the Water and Stormwater Utility Funds (see Attachments D, E, and F). See Attachment G for estimated vacancy savings. See Attachment H for a fiscal year to date consolidated summary of all Town funds.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

Information only.

Attachment A - General Fund

Attachment B - Highway Fund

Attachment C - Bed Tax Fund

Attachment D - Roadway Impact Fee Fund

Attachment E - Water Utility Fund

Attachment F - Stormwater Utility Fund

Attachment G - Vacancy Savings Report

Attachment H - Summary All Funds



General Fund

% Budget Completion through December --- 50%

	Actuals thru 12/2011	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
REVENUES:						
LOCAL SALES TAX	5,731,681	12,401,316	46.2%	12,166,695	(234,621)	-1.9%
LICENSES & PERMITS	491,824	1,126,894	43.6%	767,349	(359,545)	-31.9%
FEDERAL GRANTS	186,551	805,533	23.2%	805,533	-	0.0%
STATE GRANTS	240,525	288,500	83.4%	470,241	181,741	63.0%
STATE/COUNTY SHARED	4,005,826	8,187,264	48.9%	8,187,264	-	0.0%
OTHER INTERGOVERNMENTAL	320,924	591,160	54.3%	591,160	-	0.0%
CHARGES FOR SERVICES	601,740	1,237,851	48.6%	1,253,912	16,061	1.3%
FINES	99,110	190,000	52.2%	190,000	-	0.0%
INTEREST INCOME	44,433	22,000	202.0%	50,000	28,000	127.3%
MISCELLANEOUS	79,767	157,500	50.6%	174,462	16,962	10.8%
TOTAL REVENUES	11,802,381	25,008,018	47.2%	24,656,616	(351,402)	-1.4%

	Actuals thru 12/2011	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
EXPENDITURES:						
COUNCIL	119,417	220,573	54.1%	220,573	-	0.0%
CLERK	152,926	456,089	33.5%	451,743	(4,346)	-1.0%
MANAGER	289,723	877,167	33.0%	711,052	(166,115)	-18.9%
HUMAN RESOURCES	217,451	482,649	45.1%	482,649	-	0.0%
FINANCE	322,642	722,199	44.7%	711,373	(10,826)	-1.5%
INFORMATION TECHNOLOGY	578,690	1,235,704	46.8%	1,222,603	(13,101)	-1.1%
GENERAL ADMINISTRATION	862,173	2,141,767	40.3%	1,732,222	(409,545)	-19.1%
LEGAL	341,084	841,832	40.5%	841,832	-	0.0%
COURT	304,052	781,625	38.9%	745,214	(36,411)	-4.7%
DEV & INFRASTRUCTURE SVCS	1,301,130	3,340,679	38.9%	3,144,544	(196,135)	-5.9%
PARKS, REC, LIBRARY, & CULT RSCS	1,421,778	2,876,702	49.4%	2,876,702	-	0.0%
POLICE	5,442,557	12,113,606	44.9%	11,913,449	(200,157)	-1.7%
TOTAL EXPENDITURES	11,353,622	26,090,592	43.5%	25,053,956	(1,036,636)	-4.0%

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	448,759	(1,082,574)		(397,340)	685,234	
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TRANSFERS IN						
Bed Tax Fund - Gen Fund Allocation	183,330	675,000	27.2%	375,000	(300,000)	-44.4%
Bed Tax Fund - Transit Subsidy	129,213	450,926	28.7%	258,426	(192,500)	-42.7%
TRANSFERS OUT						
Debt Service Fund	-	(223,352)	0.0%	(223,352)	-	0.0%
TOTAL OTHER FINANCING SOURCES (USES)	312,543	902,574	34.6%	410,074	(492,500)	-54.6%

CHANGE IN FUND BALANCE	761,302	(180,000)		12,734	192,734	
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BEGINNING FUND BALANCE						
Assigned - CARF Carryforward		178,056		178,056	-	
Assigned - Comp. Absences & Unemploy Resrv		1,591,277		1,591,277	-	
Unassigned		9,237,805		9,237,805	-	
TOTAL BEGINNING FUND BALANCE		11,007,138		11,007,138		

ENDING FUND BALANCE **						
Assigned - CARF Carryforward		-		-	-	
Assigned - Comp. Absences & Unemploy Resrv		1,591,277		1,591,277	-	
Unassigned		9,235,861		9,428,595	192,734	
TOTAL ENDING FUND BALANCE **		10,827,138		11,019,872	192,734	

* Year-end estimates are subject to further revision

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



Highway Fund

% Budget Completion through December --- 50%

REVENUES:

LOCAL SALES TAX	150,094	367,400	40.9%
LICENSES & PERMITS	22,319	42,000	53.1%
STATE GRANTS	97,031	487,000	19.9%
STATE/COUNTY SHARED	1,108,588	2,376,464	46.6%
CHARGES FOR SERVICES	7,500	15,000	50.0%
INTEREST INCOME	436	10,700	4.1%
MISCELLANEOUS	13,743	10,000	137.4%
TOTAL REVENUES	1,399,711	3,308,564	42.3%

Actuals thru 12/2011	Budget	% Actuals to Budget
150,094	367,400	40.9%
22,319	42,000	53.1%
97,031	487,000	19.9%
1,108,588	2,376,464	46.6%
7,500	15,000	50.0%
436	10,700	4.1%
13,743	10,000	137.4%
1,399,711	3,308,564	42.3%

Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
307,210	(60,190)	-16.4%
42,760	760	1.8%
286,821	(200,179)	-41.1%
2,376,464	-	0.0%
15,000	-	0.0%
1,000	(9,700)	-90.7%
17,333	7,333	73.3%
3,046,588	(261,976)	-7.9%

EXPENDITURES:

ADMINISTRATION	275,535	669,143	41.2%
TRANSPORTATION ENGINEERING	344,150	1,799,590	19.1%
PAVEMENT MANAGEMENT	55,279	175,336	31.5%
STREET MAINTENANCE	333,832	840,753	39.7%
TRAFFIC ENGINEERING	217,328	608,455	35.7%
TOTAL EXPENDITURES	1,226,124	4,093,277	30.0%

Actuals thru 12/2011	Budget	% Actuals to Budget
275,535	669,143	41.2%
344,150	1,799,590	19.1%
55,279	175,336	31.5%
333,832	840,753	39.7%
217,328	608,455	35.7%
1,226,124	4,093,277	30.0%

Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
651,125	(18,018)	-2.7%
1,757,859	(41,731)	-2.3%
120,211	(55,125)	-31.4%
803,647	(37,106)	-4.4%
599,855	(8,600)	-1.4%
3,932,697	(160,580)	-3.9%

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES

173,587	(784,713)	(886,109)	(101,396)
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**TRANSFERS IN
TRANSFERS OUT**

Twnwide Road Impact Fund - Lambert Ln

TOTAL OTHER FINANCING SOURCES (USES)

-	-	0.0%
-	(400,000)	0.0%
-	(400,000)	0.0%

-	-	0.0%
-	400,000	-100.0%
-	400,000	-100.0%

CHANGE IN FUND BALANCE

173,587	(1,184,713)	(886,109)	298,604
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BEGINNING FUND BALANCE

Restricted

TOTAL BEGINNING FUND BALANCE

<u>3,654,948</u>	<u>3,654,948</u>	<u>3,654,948</u>	<u>-</u>
3,654,948	3,654,948	3,654,948	-

ENDING FUND BALANCE **

Restricted

TOTAL ENDING FUND BALANCE **

<u>2,470,235</u>	<u>2,768,839</u>	<u>2,768,839</u>	<u>298,604</u>
2,470,235	2,768,839	2,768,839	298,604

* Year-end estimates are subject to further revision

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



Bed Tax Fund

% Budget Completion through December --- 50%

	Actuals thru 12/2011	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
REVENUES:						
BED TAXES	311,016	899,626	34.6%	770,150	(129,476)	-14.4%
INTEREST INCOME	2,841	1,800	157.8%	5,000	3,200	177.8%
TOTAL REVENUES	313,857	901,426	34.8%	775,150	(126,276)	-14.0%

	Actuals thru 12/2011	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
EXPENDITURES:						
ECONOMIC DEVELOPMENT	77,969	235,981	33.0%	235,981	-	0.0%
TOTAL EXPENDITURES	77,969	235,981	33.0%	235,981	-	0.0%

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES **235,888** **665,445** **539,169** **(126,276)**

TRANSFERS IN	-	-	0.0%	-	-	0.0%
TRANSFERS OUT						
General Fund Allocation	(183,330)	(675,000)	27.2%	(375,000)	300,000	-44.4%
Transit Subsidy - General Fund	(129,213)	(450,926)	28.7%	(258,426)	192,500	-42.7%
TOTAL OTHER FINANCING SOURCES (USES)	(312,543)	(1,125,926)	27.8%	(633,426)	492,500	-43.7%

CHANGE IN FUND BALANCE **(76,655)** **(460,481)** **(94,257)** **366,224**

BEGINNING FUND BALANCE

<i>Committed</i>		840,704		840,704	-
TOTAL BEGINNING FUND BALANCE		840,704		840,704	-

ENDING FUND BALANCE **

<i>Committed</i>		380,223		746,447	366,224
TOTAL ENDING FUND BALANCE **		380,223		746,447	366,224

* Year-end estimates are subject to further revision

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



Roadway Impact Fee Fund

% Budget Completion through December --- 50%

	Actuals thru 12/2011	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
REVENUES:						
FEDERAL GRANTS	-	500,000	0.0%	-	(500,000)	-100.0%
STATE GRANTS	1,249,520	7,443,000	16.8%	5,489,149	(1,953,851)	-26.3%
INTEREST INCOME	110	4,000	2.7%	1,000	(3,000)	-75.0%
MISCELLANEOUS	10,512	18,000	58.4%	18,000	-	0.0%
IMPACT FEES	133,942	413,078	32.4%	246,714	(166,364)	-40.3%
TOTAL REVENUES	1,394,084	8,378,078	16.6%	5,754,863	(2,623,215)	-31.3%

	Actuals thru 12/2011	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
EXPENDITURES:						
ADMINISTRATION	-	-	0.0%	-	-	0.0%
DEBT SERVICE	115,467	2,615,467	4.4%	2,615,467	-	0.0%
DESIGN	82,236	222,000	37.0%	175,679	(46,321)	-20.9%
CONSTRUCTION	1,675,292	7,776,000	21.5%	5,377,272	(2,398,728)	-30.8%
TOTAL EXPENDITURES	1,872,995	10,613,467	17.6%	8,168,418	(2,445,049)	-23.0%

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(478,911)	(2,235,389)		(2,413,555)	(178,166)
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TRANSFERS IN						
Highway Fund - Interfund Loan	-	400,000	0.0%	-	(400,000)	-100.0%
TRANSFERS OUT						
		-	0.0%	-	-	0.0%
TOTAL OTHER FINANCING SOURCES (USES)	-	400,000	0.0%	-	(400,000)	-100.0%

CHANGE IN FUND BALANCE	(478,911)	(1,835,389)		(2,413,555)	(578,166)
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BEGINNING FUND BALANCE					
Restricted		2,496,546		2,496,546	-
TOTAL BEGINNING FUND BALANCE		2,496,546		2,496,546	-

ENDING FUND BALANCE **					
Restricted		661,157		82,991	(578,166)
TOTAL ENDING FUND BALANCE **		661,157		82,991	(578,166)

* Year-end estimates are subject to further revision

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



Water Utility Fund

% Budget Completion through December --- 50%

FINANCING SOURCES	Actuals thru 12/2011	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
REVENUES:						
CHARGES FOR SERVICES	258,383	445,200	58.0%	473,100	27,900	6.3%
INTEREST INCOME	47,292	16,300	290.1%	75,000	58,700	360.1%
MISCELLANEOUS	141,469	-	0.0%	141,469	141,469	0.0%
WATER SALES	5,425,016	11,682,799	46.4%	12,029,200	346,401	3.0%
OTHER FINANCING SOURCES	-	800,000	0.0%	700,000	(100,000)	-12.5%
TOTAL FINANCING SOURCES	5,872,160	12,944,299	45.4%	13,418,769	474,470	3.7%

FINANCING USES	Actuals thru 12/2011	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
EXPENSES:						
ADMINISTRATION	2,031,674	6,795,789	29.9%	6,623,952	(171,837)	-2.5%
ENGINEERING AND PLANNING	1,322,748	3,890,784	34.0%	3,336,834	(553,950)	-14.2%
PRODUCTION	1,020,458	2,418,808	42.2%	2,422,978	4,170	0.2%
DISTRIBUTION	292,029	784,250	37.2%	780,350	(3,900)	-0.5%
OTHER FINANCING USES	-	5,295	0.0%	5,295	-	0.0%
TOTAL FINANCING USES	4,666,909	13,894,926	33.6%	13,169,409	(725,517)	-5.2%

ESTIMATED SURPLUS/(DEFICIT) 1,205,251 (950,627) 249,360 1,199,987

Excludes non-cash outlays for depreciation & amortization

* Year-end estimates are subject to further revision



Stormwater Utility Fund

% Budget Completion through December --- 50%

FINANCING SOURCES	Actuals thru 12/2011	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
REVENUES:						
FEDERAL GRANTS	-	380,000	0.0%	253,114	(126,886)	-33.4%
STATE GRANTS	38,331	575,000	6.7%	538,331	(36,669)	-6.4%
INTEREST INCOME	11	500	0.0%	130	(370)	0.0%
MISCELLANEOUS	110	-	#DIV/0!	110	110	#DIV/0!
CHARGES FOR SERVICES	299,961	751,000	39.9%	751,500	500	0.1%
TOTAL FINANCING SOURCES	338,413	1,706,500	19.8%	1,543,185	(163,315)	-9.6%

FINANCING USES	Actuals thru 12/2011	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
EXPENSES:						
PERSONNEL	114,303	271,973	42.0%	260,661	(11,312)	-4.2%
OPERATIONS & MAINTENANCE	109,632	408,750	26.8%	375,040	(33,710)	-8.2%
CAPITAL	53,014	125,500	42.2%	55,514	(69,986)	-55.8%
DRAINAGE PROJECTS	91,693	950,000	9.7%	541,693	(408,307)	-43.0%
TOTAL FINANCING USES	368,642	1,756,223	21.0%	1,232,908	(523,315)	-29.8%

ESTIMATED SURPLUS/(DEFICIT) (30,230) (49,723) 310,277 360,000

Excludes depreciation & amortization

* Year-end estimates are subject to further revision

FY 11/12 Town Vacancy Report as of December 31, 2011		
Fund	Vacant FTEs	Estimated FY 11/12 Savings
General Fund	8.40	767,033
<i>Less Budgeted Vacancy Savings</i>		<u>(154,356)</u>
Net General Fund		612,677
Highway Fund	2.00	100,347
<i>Less Budgeted Vacancy Savings</i>		<u>(20,922)</u>
Net Highway Fund		79,425
Water Utility Fund	–	26,362
<i>Less Budgeted Vacancy Savings</i>		<u>(25,599)</u>
Net Water Utility Fund		763
Stormwater Utility Fund	–	11,312

CONSOLIDATED YEAR-TO-DATE FINANCIAL REPORT THROUGH DECEMBER, 2011

ATTACHMENT H

Fund	Actual FY 11/12 Begin Bal.	Revenue	Transfer In	Total In	Capital Leases/ Transfer Out	Personnel	O&M	Capital	Contingency	Debt Service	Total Out	Left in Accounts Thru Dec, 2011
General Fund - Unassigned	9,237,805	11,802,381	312,543	12,114,924	11,008	8,756,625	2,437,345	85,888	62,756	-	11,353,622	9,999,107
General Fund - Assigned	1,769,333											1,769,333
Highway Fund - Restricted	3,654,948	1,399,711	-	1,399,711	-	880,003	228,500	112,422	5,200	-	1,226,124	3,828,535
Seizure & Forfeiture - State	168,592	9,997	-	9,997	-	-	14,205	-	-	-	14,205	164,384
Seizure & Forfeiture - Justice	457,506	72,946	-	72,946	-	-	32,714	29,493	-	-	62,207	468,246
Bed Tax Fund - Committed	840,704	313,857	-	313,857	312,543	6	77,962	-	-	-	390,512	764,049
RTA Fund	-	-	-	-	-	-	106	-	-	-	106	(106)
Impound Fee Fund	-	22,490	-	22,490	-	21,393	-	-	-	-	21,393	1,097
Municipal Debt Service Fund	1,501,084	100,633	-	100,633	-	-	4,683	-	-	464,386	469,069	1,132,648
Oracle Road Debt Service Fund	4,987	271,220	-	271,220	-	-	335	-	-	302,789	303,124	(26,916)
Alternative Water Resources Dev Impact Fee Fund	1,509,166	1,469,509	-	1,469,509	-	-	81,424	65,452	-	-	146,876	2,831,799
Potable Water System Dev Impact Fee Fund	7,295,885	295,193	-	295,193	-	-	-	332,464	-	-	332,464	7,258,614
Townwide Roadway Development Impact Fee Fund	2,496,546	1,394,084	-	1,394,084	-	-	-	1,757,528	-	115,467	1,872,995	2,017,635
Parks & Recreation Impact Fee Fund	323,843	63,395	-	63,395	-	-	-	-	-	-	-	387,237
Library Impact Fee Fund	83,211	16,308	-	16,308	-	-	-	-	-	-	-	99,519
Police Impact Fee Fund	73,379	15,551	-	15,551	-	-	-	-	-	-	-	88,931
General Government Impact Fee Fund	105,587	14,856	-	14,856	-	-	-	-	-	-	-	120,443
Naranja Park Fund	258,822	-	-	-	-	-	-	-	-	-	-	258,822
Water Utility	10,263,748	5,872,160	-	5,872,160	-	1,110,037	1,787,022	1,762,950	6,900	-	4,666,909	11,468,999
Stormwater Utility	368,172	338,413	-	338,413	1,781	114,303	107,252	144,707	600	-	368,642	337,942
Fleet Maintenance Fund	-	218,136	-	218,136	-	38,567	158,481	-	-	-	197,049	21,087
Total	40,413,318	23,690,840	312,543	24,003,383	325,331	10,920,934	4,930,028	4,290,905	75,456	882,642	21,425,295	42,991,407



Town Council Regular Session

Item # 4.

Meeting Date: 02/01/2012

Requested by: Paul Keesler

Submitted By:

Paul Keesler, Development
Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING THE PLACEMENT OF A-FRAME SIGNS FOR NON-PROFIT ORGANIZATIONS AT LOCAL BUSINESSES

RECOMMENDATION:

If Council would like to expand the Temporary A-Frame Sign Relief program, the proposed additions could be accommodated.

EXECUTIVE SUMMARY:

On September 21, 2011, Council provided direction to Town staff to temporarily allow the use and placement of A-frame style signs on private property. On the January 18, 2012, Council directed staff to evaluate and make recommendations regarding the placement of A-frame signs used to promote non-profit organizations at local business locations.

BACKGROUND OR DETAILED INFORMATION:

The current Zoning Code Temporary Relief A-Frame Sign Program only allows individuals, companies and organizations to place A-Frame style signs near their place of business entrance locations.

Since non-profit organizations such as Little League, school endorsed sports and the arts programs, etc. seldom have business entrance locations that are easily accessible to the general public, they are at a disadvantage of being able to advertise and notify the public of their existence, contact information and event(s) details.

Businesses currently have an opportunity to support non-profit organizations within their facilities. This ammendment would allow additional exposure on the exterior of the business premise, which has historically been reserved for the business itself.

The current Zoning Code Temporary Relief A-Frame Sign Program could be modified to allow non-profit organizations to place A-Frame style signs at local businesses. These signs will be subject to the same placement location restrictions as the business granting permission to the non-profit organization.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (adopt or adopt with conditions) the additional criteria contained herein, directing Town staff to allow the placement of A-frame signs for non-profit organizations at local businesses

or

I MOVE to make no changes to the current sign relief program regarding the placement of A-frame signs for non-profit organizations.



Town Council Regular Session

Item # 5.

Meeting Date: 02/01/2012

Submitted By: David Williams, Development
Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING THE PLANNING AND ZONING WORK PLAN AND THE GENERAL PLAN ENERGY ELEMENT

RECOMMENDATION:

Depending on Council's specific concerns, staff recommends moving forward with preparation of the General Plan Energy Element.

EXECUTIVE SUMMARY:

The Town maintains a two-year Planning and Zoning Work Plan that is reviewed by the Planning Commission and approved by the Town Council. The current Work Plan was adopted in 2010 and covers two fiscal years: 2010/11 and 2011/12 (see Attachment 1). The current Work Plan includes development of General Plan Energy and Conservation Elements as item #5. The Conservation and Sustainability Administrator recently began work on the Energy Element. The Planning Commission discussed this item on January 3, 2012 and appointed two members to an Energy Policy Advisory Committee (see Attachment 2).

BACKGROUND OR DETAILED INFORMATION:

The Planning and Zoning Work Plan is established by Section 21.3.B of the Zoning Code. The original intent was to coordinate development of Town land use plans. Over time, the Work Plan has expanded to include all major projects under the purview of the Planning and Zoning Division. The Work Plan was originally reviewed annually, although it has evolved into a two-year plan that is reviewed biennially. An Annual Planning Program is also referenced in the Zoning Code. The Town has traditionally considered the Annual Planning Program and the Work Plan to be a single document.

The Work Plan directs staff with regard to work priorities and special projects. Per Code, the Planning Commission makes recommendations on the Work Plan to the Town Council. Work Plan projects do not include day to day operations, development review, customer service, rezonings or owner-initiated General Plan Amendments. For example, the Environmentally Sensitive Lands Ordinance was a Work Plan product. Other highlights of the adopted Work Plan include:

1. Sign Code Update (completed)
2. Zoning Code Update (partially completed)
3. Update Design Standards (completed)
4. General Plan Update
5. New General Plan Energy and Conservation Elements (initiated)
6. Streamline the Development Review Process (completed)

The timing of the preparation of the General Plan Energy Element, item 5 above, has come into question. Work on the Energy Element was initiated in December 2011. Questions about the timing and cost of the Energy Element were discussed at the January 3, 2012 Planning Commission meeting. A background report was provided to the Commission (Attachment 2). The Commission was informed that work on the Energy Element would be completed using existing staff resources and that no additional costs or outside services would be required. The priority of this project was determined by the Work Plan and Conservation and Sustainability staff.

The Energy Element is one of several elements that should be addressed, along with others that require revision. In lieu of requesting a substantial budget to address all necessary General Plan work, the aim is to address elements individually using in-house resources. This is a cost effective approach.

The General Plan Energy Element will provide a road map to address a broad range of energy-related issues. The Town has successfully completed a significant energy project – and is working toward implementing administrative policies to insure further budget savings. An Energy Element will celebrate the Town's success and provide opportunities for the community to achieve similar results. An Energy Element will also help educate residents and solidify the Town's position as a leader in energy efficiency and fiscal responsibility.

The Office of Conservation & Sustainability has applied for approximately \$580,000 in environment or energy related grants this year. Grant applications invariably request evidence that the Town has made a commitment to environmental stewardship and/or energy efficiency. A completed General Plan Energy Element will aid the Town in the pursuit of further grant funding opportunities.

FISCAL IMPACT:

The Energy Element will be completed using existing resources and staff. No additional budget impact will be created. The Conservation and Sustainability Administrator has determined that a completed General Plan Energy Element will improve the Town's competitive position with regard to available grant funding.

SUGGESTED MOTION:

N/A

Attachments

Attachment 1 - Work Plan

Attachment 2 - P&Z Report 01.03.12

PLANNING WORK PLAN
TOWN OF ORO VALLEY FY 10/11 AND FY 11/12
Final Work Plan - Staff Assignments July 2010

	WORK PLAN PROJECTS BY PRIORITY	P-MGR P-PLNR	SOURCE	RESOURCES FOR ITEM	STAFF HOURS*	TIME FRAME	COMMENTS / STATUS
1.	SIGN CODE UPDATE	PAUL/ JON/DEE	TC	Staff & Public	3% of 100%	Nov. 2009 – Sep. 2010	- Comprehensive review / update of entire code
2.	ZONING CODE UPDATE	DAVID/ MATT JOE SCOTT	Staff	Staff	4% of 100%	FY 10/11	- Update zoning code to match General Plan - Review for current permitted uses and Standards - Comprehensive review of CN-C1-C2 Commercial - Review of town codes for barriers to alternative energy and/or conservation - Compliance with Federal regulations & minor editing
3.	UPDATE ZONING CODE DEVELOPMENT DESIGN GUIDELINES	PAUL/ SUZ	GP	Staff, Consultant	4% of 100%	FY 10/11 - FY 11/12	- Review conformance to General Plan Policies - Integrate Crime Prevention Techniques through Environmental Design Standards
4.	GENERAL PLAN UPDATE	KAREN/ MATT SCOTT	TC	Staff	2% of 100%	FY 10/11- FY 11/12	- General Plan Update for existing conditions land uses - Define direction for zoning code updates - Prepare for major plan update beginning FY 11/12
5.	NEW GENERAL PLAN ENERGY & CONSERVATION ELEMENTS	BV	STATE OF AZ	Staff	2% of 100%	FY 10/11- FY 11/12	-Establish guidelines to encourage incorporation of sustainability and energy design elements

* Staff Hours: 100% = Total Staff Time (12 Staff Members, 22,800 Hours), Each 1% = 230 Hours
24% = Total Staff Time Devoted to Work Plan (5,472 Hours)

Source: GP = General Plan
TC = Town Council
FY = Fiscal Year

PLANNING WORK PLAN
TOWN OF ORO VALLEY FY 10/11 AND FY 11/12
Final Staff Plan June 9, 2010

	WORK PLAN PROJECTS BY PRIORITY	P-MGR/ P-PLNR	SOURCE	RESOURCES FOR ITEM	STAFF HOURS*	TIME FRAME	COMMENTS / STATUS
6.	UPDATE/STREAMLINE DEVELOPMENT REVIEW PROCESS, CODE AND SOP'S	PP/ DAVID	TC Staff	P&ZC PW	3% of 100%	Summer 2010	- Review project approval process - Revise code to simplify approval and review procedures - Update Standard Operating Procedures
7.	HISTORIC PRESERVATION PLAN	MM	HPC TC	Staff, HPC, Consultant	2% of 100%	FY 10/11- FY 11/12	- See HPC Work Plan FY 10/11 – FY 11/12 - Preservation Plan, community outreach, projects, budget & funding; historic artifacts, preservation training
	<i>RECREATION CODE UPDATE</i>	<i>MM</i>	<i>Staff</i>	<i>Staff</i>		<i>Complete Sept 2010</i>	<i>- Comprehensive review/update of private subdivision rec areas</i>
	<i>CITIZENS ACADEMY</i>	<i>MATT/ SCOTT</i>	<i>Staff</i>	<i>Staff, Speakers</i>		<i>Complete August 2010</i>	<i>- Restructure Fall offerings - Organize and schedule sessions - Public notices</i>
8.	ENERGY EFFICIENCY CONSERVATION STRATEGY & BLOCK	BV	Staff	Staff Consultant	2% of 100%	Fall 2010	- Strategy approved by Town Council in November; start implementation phase - Grant secured; implementation phase underway
9.	SUSTAINABILITY AND ENERGY DESIGN GUIDELINES	BV	Staff	Staff	2% of 100%	FY 10/11	- Establish guidelines to encourage incorporation of sustainability and energy design elements
10.	REVIEW OF TOWN CODES FOR BARRIERS TO ALTERNATIVE ENERGY AND/OR CONSERVATION	DAVID/ BV	Staff	Staff		FY 11/12	- Integrated with Zoning Code Update FY 10/11 (Work Plan Item #2)

* Staff Hours: 100% = Total Staff Time (12 Staff Members, 22,800 Hours), Each 1% = 230 Hours
24% = Total Staff Time Devoted to Work Plan (5,472 Hours)

Source: GP = General Plan
TC = Town Council
FY = Fiscal Year

PLANNING WORK PLAN
TOWN OF ORO VALLEY FY 10/11 AND FY 11/12
Final Staff Plan June 9, 2010

	WORK PLAN PROJECTS BY PRIORITY	PMGR/ PPLNER	SOURCE	RESOURCES FOR ITEM	STAFF HOURS*	TIME FRAME	COMMENTS / STATUS
11.	ARROYO GRANDE PRE-ANNEXATION DEVELOPMENT AGREEMENT (PADA)		TC	Staff (Legal Consultant)		ON HOLD	- Due to Governor's Administration change and results of Cave Creek annexation in Phoenix metro area, this is ON HOLD
12.	ARROYO GRANDE MASTER PLANNED COMMUNITY ORDINANCE (PAD)		TC	Staff (Consultant)		ON HOLD	- Due to Governor's Administration change and results of Cave Creek annexation in Phoenix metro area, this is ON HOLD
13.	ARROYO GRANDE PADA ELEMENTS OF SUSTAINABILITY		TC	Staff		ON HOLD	- Criteria and standards will be developed once project gets back on track

* Staff Hours: 100% = Total Staff Time (12 Staff Members, 22,800 Hours), Each 1% = 230 Hours
24% = Total Staff Time Devoted to Work Plan (5,472 Hours)

Source: GP = General Plan
TC = Town Council
FY = Fiscal Year

TOWN OF ORO VALLEY

PLANNING & ZONING COMMISSION

MEETING DATE: January 3, 2012

TO: PLANNING & ZONING COMMISSION

FROM: Bayer Vella, LEED AP, AICP, Conservation & Sustainability Administrator
bvella@orovalleyaz.gov. (520) 229-4810

SUBJECT: Assign Planning & Zoning Commission representation on a General Plan Energy Policy Advisory Committee

SUMMARY

The development of a new General Plan energy element was initiated via the adopted Fy 10-12 Planning & Zoning Division Workplan. Commencement of the effort is timely. The Town is nearing a population threshold of 50,000 persons – which is a state mandated trigger point to adopt an energy element.

Per ARS 9-461.05, and energy element includes:

- (a) A component that identifies policies that encourage and provide incentives for efficient use of energy.
- (b) An assessment that identifies policies and practices that provide for greater uses of renewable energy sources.

Staff requests appointment of two Planning & Zoning Commissioner representatives. Approximately 10 committee meetings (1-2 per month) are anticipated.

BACKGROUND

A General Plan Energy element provides a roadmap to address a broad range of energy-related issues. Below is a list of topics that may be addressed within an Energy element:

- Energy efficiency objectives and programs
- Recycling goals and initiatives
- Reduction of greenhouse gas emissions and pollution efforts
- Green building programs
- Internal Town efforts to reduce energy expenditures and consumption
- Other

A broad cross-section of representation on any advisory committee is the key to success. Staff envisions a seven member advisory group that includes both citizens and industry representatives.

RECOMMENDATION

Staff recommends assigning two representatives to help shape an energy element.

SUGGESTED MOTION

The Planning & Zoning Commission may wish to consider the following suggested motion:

I move to recommend the following Commissioners as representatives to the General Plan Energy Policy Advisory Committee: 1) _____, 2) _____

Project Manager:
Bayer Vella
bvella@orovalleyaz.gov
(520) 229-4810

David A. Williams, AICP, Planning Division Manager

Bayer Vella, LEED AP, AICP, Conservation & Sustainability Administrator