

**AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
May 19, 2016
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION - Pursuant to ARS 38-431.03(A)(3) and 431.03(A)(4) for legal advice and contract negotiations for discussion regarding modification of Troon contract

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

- **Spotlight on Youth**

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. Public Safety Providers Quarterly Reports

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 Poppy Days
2. The Oro Valley Historic Preservation Commission's annual 4th Grade, Historical Expository Writing Contest Award Presentation

CONSENT AGENDA (Consideration and/or possible action)

- A. Minutes - April 27 and May 4, 2016
- B. Visit Tucson Quarterly Report: January 1, 2016 - March 31, 2016
- C. Greater Oro Valley Chamber of Commerce Quarterly Report: January 1, 2016 - March 31, 2016
- D. Resolution No. (R)16-17, authorizing and approving a High Intensity Drug Trafficking Area (HIDTA) grant agreement with the City of Tucson, allowing for one (1) officer to be assigned to the Pima County HIDTA Investigative Task Force
- E. Resolution No. (R)16-18, authorizing and approving a High Intensity Drug Trafficking Area (HIDTA) grant agreement with the City of Tucson, allowing for two (2) officers to be assigned to the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA)

REGULAR AGENDA

1. RESOLUTION NO. (R)16-19, APPROVING THE NAME OF A PARK LOCATED AT THE NORTH END OF STEAM PUMP VILLAGE
2. DISCUSSION AND POSSIBLE ACTION REGARDING AN ENERGY EFFICIENCY IMPROVEMENT PROJECT AT THE ORO VALLEY COMMUNITY CENTER
3. PUBLIC HEARING: RESOLUTION NO. (R)16-20, ADOPTION OF THE TENTATIVE BUDGET FOR FY 2016/17 AND SETTING THE LOCAL ALTERNATIVE EXPENDITURE LIMITATION FOR FY 2016/17
4. DISCUSSION AND POSSIBLE ACTION REGARDING SUGGESTIONS RECOGNIZING BILL ADLER
5. DISCUSSION AND POSSIBLE ACTION TO AMEND THE FY 2015/16 ADOPTED BUDGET BY POSTPONING TO FY 2016/17 THE FIRST ANNUAL \$120,000 REPAYMENT OF THE \$1.2 MILLION IN GENERAL FUND CONTINGENCY RESERVES LOANED TO THE COMMUNITY CENTER FUND IN FY 2014/15
6. DISCUSSION AND POSSIBLE ACTION REGARDING ADDING A CODICIL/AGREEMENT TO THE TROON CONTRACT
7. DISCUSSION AND POSSIBLE DIRECTION REGARDING REZONING OF GOLF COURSE PROPERTY

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: 5/11/16 at 5:00 p.m. by mrs

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

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

INSTRUCTIONS TO SPEAKERS

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

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

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

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

Thank you for your cooperation.



Town Council Regular Session

Item # 1.

Meeting Date: 05/19/2016

Submitted By: Arinda Asper, Town Manager's Office

Information

Subject

Public Safety Providers Quarterly Reports

Attachments

GRFD Quarterly Reports

MVFD Quarterly Reports

OVPD Quarterly Reports (2nd Quarter -- Oct - Dec 2015)

OVPD Quarterly Reports (3rd Quarter -- Jan - Mar 2016)

**Golder Ranch Fire District - Oro Valley
Call Summary
3rd Quarter FY 2015-16 (January – March 2016)**

Sun City Station 374	# of Calls	Average Response time
Dispatch to At Scene <5:00 minutes -EMS	243	4:38
Dispatch to At Scene <6:00 minutes -FIRE	1	6:05

Woodburne Station 375	# of Calls	Average Response time
Dispatch to At Scene <5:00 minutes -EMS	494	5:04
Dispatch to At Scene <6:00 minutes -FIRE	1	5:15

Lambert Station 376	# of Calls	Average Response time
Dispatch to At Scene <5:00 minutes -EMS	218	4:55
Dispatch to At Scene <6:00 minutes -FIRE	3	5:34

Oracle Rd. Station 377	# of Calls	Average Response time
Dispatch to At Scene <5:00 minutes -EMS	337	4:23
Dispatch to At Scene <6:00 minutes -FIRE	0	NA

Total of All Oro Valley Stations	# of Calls	Average Response time
Dispatch to At Scene <5:00 minutes -EMS	1292	4:55
Dispatch to At Scene <6:00 minutes -FIRE	5	5.51
2 nd Fire Unit Dispatch to At Scene <8:00 minutes -FIRE	1	5:35

**Golder Ranch Fire District – Oro Valley
Detailed Fire Response Report
3rd Quarter FY 2015-16 (January - March 2016)**

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
1/1/16	35248	HOUSE	09:41:25	EN374	09:42:19	09:47:30	6:05
St. 374							
Reported as flames coming from the dishwasher. Units on scene can handle as there was no fire extension and contained to the appliance. NEGATIVE INCIDENT							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
1/19/16	1815	HOUSE	16:05:05	EN376	16:05:46	16:09:30	4:25
St.376							
Calling party reports smell of electrical odor inside the house. After investigation, it was discovered the electrical breaker for the dryer flipped. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
1/25/16	2278	HOUSE	08:00:30	EN376	08:02:03	08:06:05	5:35
St.376							
Calling party reports that she set a fire in the fireplace and the house is now filling with smoke and alarms are sounding. Upon arrival, EN376 discovered the alarms are going off due to a closed flu. All other units can cancel. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
3/12/16	7148	HOUSE	23:54:08	LT375	23:55:46	23:59:23	5:15
St.375				EN374	23:56:34	23:59:43	5:35
Caller reported that the neighbor's house appears to be on fire, unknown exact location. LT375 located the exact address and upon arrival, units discovered an attic fire. It was later discovered the residence was burning tree material earlier in the day and discarded the smoldering remains into a trash can against the house that later ignited. WORKING FIRE.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
3/25/16	8467	HOUSE	16:54:41	EN376	16:56:23	17:01:24	6:43
Reported as a fire in the oven. EN376 requests other responding units can cancel –food burnt in the oven. NEGATIVE INCIDENT							

Golder Ranch - Oro Valley Call Load Breakdown

January-March 2016

Final Type Reference

3rd Quarter FY 2015-16

CALL TYPE	Sun City	Woodburne	Lambert	Oracle	TOTAL
Aircraft					
Brush / Vegetation		1			1
Building		1			1
Electrical / Motor	1	1	1	1	4
Fires - All Other		4	2	1	7
Gas Leak	1			1	2
Hazmat		1	1	1	3
Trash / Rubish		3		1	4
Unauthorized Burning		1			1
Vehicle					
Total Fire Calls	2	12	4	5	23
Animal Problem					
Animal Rescue					
Assist -Other	38	60	47	5	150
Battery Change	12	19	3	3	37
Bee Swarm	4	5	1		10
Defective Appliance					
Invalid Assist	32	24	28	14	98
Snake	43	51	41	19	154
Lockout					
Fire Now Out	1		1		2
Total Service Calls	130	159	121	41	451
Alarms (Fire, Smoke, CO)	5	15	11	11	42
Cancelled / Negative Incident	8	20	24	13	65
Smoke / Odor Investagation	4	6	4	7	21
Total Good Intent Calls	17	41	39	31	128
Motor Vehicle Accident	5	8	15	12	40
Rescue (high, trench, water)					
All Other EMS Incidents	238	486	203	325	1252
Total EMS Type Calls	243	494	218	337	1292
TOTAL ALL CALLS	392	706	382	414	1894

**Mountain Vista Fire District - Oro Valley
Priority Call Summary
Third Quarter Jan-Mar FY15-16**

Station 610 (Magee Rd.)	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	47	92%
Dispatch to At Scene <5:00 minutes -FIRE	5	100%
Average Dispatch to At Scene Time	2:45	

Station 620 (Shannon Rd.)	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	2	50%
Dispatch to At Scene <5:00 minutes -FIRE	0	n/a
Average Dispatch to At Scene Time	5:35	

Average Total All Oro Valley Stations	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	49	92%
Dispatch to At Scene <5:00 minutes -FIRE	5	100%
Average Dispatch to At Scene Time	2:52	

Average Total All Oro Valley Stations -2nd Fire Unit	# of calls	%
2 nd Fire Unit Dispatch to At Scene <8:00 minutes -FIRE	0	n/a
Average Dispatch to At Scene Time for 2nd Fire Unit	n/a	

**Mountain Vista Fire District – Oro Valley
Detailed Priority Fire Response Report
Third Quarter Jan-Mar FY15-16**

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
01/07/2016	N160070090	APTS	19:30:17	RE610	19:30:44	19:32:25	0:01:41
St. 610							

Ladder 610 was dispatched for a reported building fire. Ladder 610 found steam coming form a dryer vent with negative fire problem. **NEGATIVE INCIDENT.**

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
01/23/2016	N160230069	ODOR	15:39:57	EN610	15:41:06	15:44:34	0:03:28
St. 610							

Engine 610 dispatched for a smell of gas; investigation showed negative for natural gas leak. **NEGATIVE INCIDENT.**

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
02/03/2016	N160340071	APTS	14:28:51	RE610	14:29:35	14:31:28	0:01:53
St. 610							

Engine 610 responded priority for a reported building fire, finding a heat pad and hair clip in the microwave. These items contained metal that caused sparking. Engine 610 searched the wall with a TIC and found negative extensions. **NEGATIVE INCIDENT.**

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
02/13/2016	N160440025	APTS	8:33:36	LD610	8:34:28	8:38:17	0:03:49
St. 610							

Ladder 610 dispatched to a confined chimney or flue fire; Neg issues or fire problem found. Ladder 610 forced entry into the apartment which was vacant and unoccupied. The readings on the thermal imager were unremarkable. It was assessed that the smoke was from the apartment below which had a controlled fire in the fire place. **NEGATIVE INCIDENT.**

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
03/18/2016	N160780023	ODOR	8:58:24	EN610	8:59:06	9:02:01	0:02:55
St. 610							

Engine 610 dispatched for a smell of gas; investigation showed negative for natural gas leak. **NEGATIVE INCIDENT.**

Mountain Vista Fire District - Oro Valley Call Load Breakdown

Priority & Non-priority Calls

Jan-Mar FY15-16		3rd QTR
CALL TYPE		MVFD
Aircraft		
Brush / Vegetation		
Building		3
Electrical / Motor		
Fires - All Other		
Gas Leak		
Hazmat		
Trash / Rubish		
Unauthorized Burning		
Vehicle		
Total Fire Calls		3
Animal Problem		
Animal Rescue		
Assist -Other		3
Battery Change		
Bee Swarm		1
Defective Appliance		
Invalid Assist		9
Snake		9
Lockout		
Fire Now Out		
Total Service Calls		22
Alarms (Fire, Smoke, CO)		4
Cancelled / Negative Incident		
Smoke / Odor Investigation		2
Total Good Intent Calls		6
Motor Vehicle Accident		19
Rescue (high, trench, water)		
All Other EMS Incidents		92
Total EMS Type Calls		111
TOTAL ALL CALLS		142

Mountain Vista Fire District - Third Quarter FY15-16 - Oro Valley Report Summary

All MVFD Oro Valley Stations		Time	#of Calls	Adopted Standard %	Actual %	Description of Variance
Dispatch to At Scene - FIRE		< 5:00	5	90%	100%	
Time to achieve Adopted Standard of 90%						
Average Dispatch to At Scene Time			2:45			

Dispatch to At Scene - EMS		< 5:00	49	90%	92%	Delay 1 due to incorrect addressing,
Time to achieve Adopted Standard of 90%						Delay 2 due to multiple calls
						Delay 3 due to multiple calls
						Delay 4; response time normal due to location
Average Dispatch to At Scene Time			2:52			

2nd Fire Unit Dispatch to At Scene		< 8:00	2	90%	100%	
Time to achieve Adopted Standard of 90%						
Average Dispatch to At Scene Time		6:40				

ORO VALLEY POLICE DEPARTMENT POLICE ACTIVITY SUMMARY

Fiscal Year 15/16 2nd Qtr	TOTAL	OCT	NOV	DEC
Total Calls	4558	1479	1470	1609
Commercial Veh Enforcement	8	8	0	0
Residential Burglaries	19	9	5	5
Non-Residential Burglaries	9	4	3	2
All Burglary Attempts	1	0	0	1
Thefts	199	56	53	90
Vehicle Thefts	9	4	3	2
Recovered Stolen Vehicles	1	0	1	0
Attempted Vehicle Thefts	1	0	0	1
DUI	51	9	16	26
Liquor Laws	4	1	2	1
Drug Offenses	33	11	8	14
Homicides	0	0	0	0
Robbery	0	0	0	0
Assault	28	9	12	7
Total Arrests	377	114	104	159
Assigned Cases	219	72	71	76
Alarms (Residential)	191	72	56	63
Alarms (Business)	98	42	37	19
K9 Searches	121	16	91	14
First Aid Calls	787	247	269	271
Fatal Accidents**	0	0	0	0
Accidents**	156	45	43	68
Citations (Traffic)*	986	337	305	344
Written Warnings/Repair Orders*	0	**	**	**
Public Assists***	203	63	78	62
Reserve Man Hours	9	0	9	0
Business Checks***	1180	361	415	404
Drug Task Force Arrest	9	2	2	5
CVAP Dark House Checks	1964	1135	463	366
CVAP Public Assists	139	57	38	44
CVAP Total Hours	3782	1345	1198	1239

* Traffic data delayed at least 30 days due to data entry backlog and may be updated with adjustments periodically

** DUI Accidents are included in Fatal Accident and Accident totals.

***"Public Assists" numbers are separated from CVAP Public Assist numbers.

Disclaimer: Numbers may show slight fluctuations when compared to previously published reports because of changes in the case data within the system due to normal adjustments. The more recent case counts are the most likely to fluctuate. Although this data may change slightly, it is as accurate as it can be for the data collected during this time period.

Due to the transition to a new system, warning/repair order information is unavailable at this time as some info may be duplicated

	Fiscal Year 2015/2016 2nd Quarter		
	Oct-Nov-Dec 2013	Oct-Nov-Dec 2014	Oct-Nov-Dec 2015
Total Calls	4247	4151	4558
Commercial Veh Enforcement	59	14	8
Residential Burglaries	12	14	19
Non-Residential Burglaries	5	3	9
All Burglary Attempts	1	4	1
Thefts	162	130	199
Vehicle Thefts	4	9	9
Recovered Stolen Vehicles	0	0	1
Attempted Vehicle Thefts	1	0	1
DUI Arrests	36	56	51
Liquor Laws	8	5	4
Drug Offenses	30	34	33
Homicides	0	0	0
Robbery	2	1	0
Assault	20	24	28
Total Arrests	434	410	377
Assigned Cases	173	197	219
Alarms (Residential)	199	174	191
Alarms (Business)	133	117	98
K9 Searches	104	37	121
First Aid Calls	684	663	787
Fatal Accidents*	0	0	0
Accidents*	166	176	156
Citations (Traffic)**	1245	912	**
Written Warnings/Repair Orders**	1413	1294	**
Public Assists***	240	178	203
Reserve Man Hours	117	9	9
Business Checks***	2401	771	1180
Drug Task Force Arrest	4	8	9
CVAP Dark House Cks	2067	2728	1964
CVAP Public Assists	106	139	139
CVAP Total Hours	3858	3519	3782

**Fatal Accidents" & "Accidents" categories now include DUI-related fatal accidents & accidents. Numbers subject to fluctuate slightly due to reclassification.

***Written Warnings/Repair Orders" category now replaces "Warnings" and "Repair Orders" categories. Previous year totals updated to reflect the change. Traffic data delayed for data entry backlog.

****Business checks" now a separate category from "Dark House Checks". Public Assist totals no longer include CVAP numbers.

Due to the transition to a new system, warning/repair order information is unavailable at this time as some info may be duplicated.

Fiscal Year 15/16 2nd Qtr	TOTAL	OCT	NOV	DEC
TOWN CODE	85	25	43	17
TITLE 28 VIOLATIONS				
SIZE, WEIGHT, LOAD	0	0	0	0
INSURANCE VIOLATION	210	78	59	73
REGISTRATION VIOLATION	76	28	18	30
DRIVERS LICENSE VIOLATION	80	34	15	31
DUI ARRESTS	51	9	16	26
RECKLESS/AGGRESSIVE DRIVING	0	0	0	0
SPEEDING	416	152	145	119
LANE VIOLATIONS	44	9	15	20
RED LIGHT	12	1	5	6
STOP SIGN	3	0	1	2
FAILURE TO YIELD	21	5	6	10
SEATBELT VIOLATION	18	5	13	0
CHILD RESTRAINT	1	1	0	0
EQUIPMENT VIOLATIONS	15	3	3	9
PARKING	3	2	1	0
LITTERING	2	1	1	0
OTHER CITATIONS	34	9	7	18
Total Citations	986	337	305	344

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

**DUIs are arrest counts, not citations counts, and may change like arrest figures do*

ORO VALLEY POLICE DEPARTMENT October through December 2015

Priority 1	# of calls	%
Total Response Time		
<i>Goal: Total Response under 5 minutes 90% of the time</i>		
Under 5 minutes	46	74%
Over 5 minutes	16	26%
Total Calls	62	

Average Overall Response Time 3:53

Priority 2	# of calls	%
Total Response Time		
<i>Goal: Total Response under 8 minutes 90% of the time</i>		
Under 8 minutes	149	81%
Over 8 minutes	35	19%
Total Calls	184	

Average Overall Response Time 5:24

Priority 3	# of calls	%
Total Response Time		
<i>Goal: Total Response under 15 minutes 90% of the time</i>		
Under 15 minutes	1100	94%
Over 15 minutes	76	6%
Total Calls	1176	

Average Overall Response Time 8:07

Priority 4	# of calls	%
Total Response Time		
<i>Goal: Total Response under 30 minutes 90% of the time</i>		
Under 30 minutes	2314	99%
Over 30 minutes	34	1%
Total Calls	2348	

Average Overall Response Time 7:56

ORO VALLEY POLICE DEPARTMENT POLICE ACTIVITY SUMMARY

Fiscal Year 15/16 3rd Qtr	TOTAL	JAN	FEB	MAR
Total Calls	4914	1644	1561	1709
Commercial Veh Enforcement	13	1	2	10
Residential Burglaries	7	2	4	1
Non-Residential Burglaries	9	1	6	2
All Burglary Attempts	1	0	1	0
Thefts	159	54	44	61
Vehicle Thefts	10	2	2	6
Recovered Stolen Vehicles	0	0	0	0
Attempted Vehicle Thefts	0	0	0	0
DUI	61	24	19	18
Liquor Laws	5	2	0	3
Drug Offenses	32	12	7	13
Homicides	0	0	0	0
Robbery	1	0	1	0
Assault	25	10	6	9
Total Arrests	337	117	114	106
Assigned Cases	207	56	67	84
Alarms (Residential)	178	57	60	61
Alarms (Business)	119	42	35	42
K9 Searches	121	15	14	92
First Aid Calls	886	313	284	289
Fatal Accidents**	1	0	1	0
Accidents**	165	55	54	56
Citations (Traffic)*	564	260	304	**
Written Warnings/Repair Orders*	**	**	**	**
Public Assists***	200	96	59	45
Reserve Man Hours	0	0	0	0
Business Checks***	1388	533	420	435
Drug Task Force Arrest	6	4	1	1
CVAP Dark House Checks	603	188	165	250
CVAP Public Assists	244	55	86	103
CVAP Total Hours	4012	1287.5	1328.5	1396

* Traffic data delayed at least 30 days due to data entry backlog and may be updated with adjustments periodically

** DUI Accidents are included in Fatal Accident and Accident totals.

***"Public Assists" numbers are separated from CVAP Public Assist numbers.

changes in the case data within the system due to normal adjustments. The more recent case counts are the most likely to fluctuate. Although this data may change slightly, it is as accurate as it can be for the data collected during this time period.

Due to the transition to a new system, warning/repair order information is unavailable at this time as some info may be duplicated.

	Fiscal Year 2015/2016 3rd Quarter		
	Jan-Feb-Mar 2014	Jan-Feb-Mar 2015	Jan-Feb-Mar 2016
Total Calls	4150	4374	4914
Commercial Veh Enforcement	55	28	13
Residential Burglaries	3	9	7
Non-Residential Burglaries	2	5	9
All Burglary Attempts	6	2	1
Thefts	124	94	159
Vehicle Thefts	7	4	10
Recovered Stolen Vehicles	1	3	0
Attempted Vehicle Thefts	0	1	0
DUI Arrests	54	63	61
Liquor Laws	14	5	5
Drug Offenses	39	40	32
Homicides	0	0	0
Robbery	1	2	1
Assault	20	21	25
Total Arrests	461	469	337
Assigned Cases	191	169	207
Alarms (Residential)	168	166	178
Alarms (Business)	83	96	119
K9 Searches	68	54	121
First Aid Calls	654	760	886
Fatal Accidents*	0	1	1
Accidents*	149	161	165
Citations (Traffic)**	1137	1274	**
Written Warnings/Repair Orders**	1654	**	**
Public Assists***	225	180	200
Reserve Man Hours	26	68	0
Business Checks***	1365	1171	1388
Drug Task Force Arrest	4	9	6
CVAP Dark House Cks	1591	718	603
CVAP Public Assists	125	111	244
CVAP Total Hours	3868	3731	4012

**Fatal Accidents" & "Accidents" categories now include DUI-related fatal accidents & accidents. Numbers subject to fluctuate slightly due to reclassification.

***Written Warnings/Repair Orders" category now replaces "Warnings" and "Repair Orders" categories. Previous year totals updated to reflect the change. Traffic data delayed for data entry backlog.

****Business checks" now a separate category from "Dark House Checks". Public Assist totals no longer include CVAP numbers.

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ORO VALLEY POLICE DEPARTMENT MONTHLY BREAKDOWN OF CITATIONS BY VIOLATION

Citations 2016	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOWN CODE	44	25	19										
TITLE 28 VIOLATIONS													
SIZE, WEIGHT, LOAD	0	0	0										
INSURANCE VIOLATION	107	46	61										
REGISTRATION VIOLATION	55	30	25										
DRIVERS LICENSE VIOLATION	44	20	24										
DUI ARRESTS	43	24	19										
RECKLESS/AGGRESSIVE DRIVING	1	0	1										
SPEEDING	211	92	119										
LANE VIOLATIONS	34	17	17										
RED LIGHT	11	7	4										
STOP SIGN	3	2	1										
FAILURE TO YIELD	18	11	7										
SEATBELT VIOLATION	4	1	3										
CHILD RESTRAINT	0	0	0										
EQUIPMENT VIOLATIONS	6	3	3										
PARKING	1	0	1										
LITTERING	1	0	1										
OTHER CITATIONS	25	7	18										
Total Citations	564	260	304	0									

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

**DUIs are arrest counts, not citations counts, and may change like arrest figures do*

*** Citations are backlogged for March 2016.*

ORO VALLEY POLICE DEPARTMENT January through March 2016

Priority 1			# of calls	%
Total Response Time				
<i>Goal: Total Response under 5 minutes 90% of the time</i>				
Under 5 minutes		44	81%	
Over 5 minutes		10	19%	
Total Calls	54			

Average Overall Response Time 3:24

Priority 2			# of calls	%
Total Response Time				
<i>Goal: Total Response under 8 minutes 90% of the time</i>				
Under 8 minutes		177	80%	
Over 8 minutes		43	20%	
Total Calls	220			

Average Overall Response Time 5:06

Priority 3			# of calls	%
Total Response Time				
<i>Goal: Total Response under 15 minutes 90% of the time</i>				
Under 15 minutes		1178	95%	
Over 15 minutes		58	5%	
Total Calls	1236			

Average Overall Response Time 7:28

Priority 4			# of calls	%
Total Response Time				
<i>Goal: Total Response under 30 minutes 90% of the time</i>				
Under 30 minutes		2301	99%	
Over 30 minutes		31	1%	
Total Calls	2332			

Average Overall Response Time 7:21



Town Council Regular Session

Item # 1.

Meeting Date: 05/19/2016

Proclamation - Poppy Days

Information

Subject

Proclamation - Oro Valley American Legion Auxiliary Poppy Days

Summary

Attachments

Proclamation

Office of the Mayor
Oro Valley, Arizona
Proclamation

THE ORO VALLEY AMERICAN LEGION AUXILIARY POPPY DAYS
May 27 – 29, 2016

WHEREAS, the American Legion Auxiliary, established in 1919 by an act of Congress, is the world's largest patriotic service organization of women with 800,000 members; and

WHEREAS, the members of the American Legion Auxiliary are dedicated to upholding the ideals of freedom and democracy, while working to make a difference in the lives of fellow Americans; and

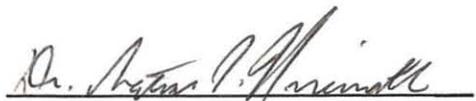
WHEREAS, the members of American Legion Auxiliary Oro Valley Unit 132 understand the sacrifice members of our Armed Forces have made to preserve the freedom for all Americans; and

WHEREAS, the observance of Memorial Day provides an opportunity to honor our fallen heroes by wearing a red American Legion Auxiliary "remembrance" poppy as a symbol of the price of war and the sacrifice of so many.

NOW, THEREFORE, I, Dr. Satish Hiremath, Mayor of the Town of Oro Valley, Arizona do hereby proclaim May 27th through May 29th, as the **ORO VALLEY AMERICAN LEGION AUXILIARY POPPY DAYS** and, in conjunction with the observance of Poppy Days, urge everyone to support the Oro Valley American Legion Auxiliary Unit by wearing a red remembrance poppy this Memorial Day weekend.

Dated this 19th day of May, 2016

ATTEST:


Dr. Satish I. Hiremath, Mayor


Julie K. Bower, Town Clerk





Town Council Regular Session

Item # 2.

Meeting Date: 05/19/2016

Historical Expository Writing Contest Award Presentation

Information

Subject

The Oro Valley Historic Preservation Commission's annual 4th Grade, Historical Expository Writing Contest Award Presentation

Summary

Last year the Historic Preservation Commission (HPC) introduced a Historical Expository Writing Contest, reaching out to 4th grade students in Oro Valley. Given its success the HPC has chosen to make this an annual program.

This year, they reviewed 29 essays and were very impressed with the submissions. The quality was much better, which made selecting the winners more difficult. In fact, they had two essays with perfect scores, resulting in a tie for first place.

Presenting the awards are Marilyn Lane, HPC Chair and Jenni Sunshine, HPC Vice Chair.

Attachments

No file(s) attached.



Town Council Regular Session

Item # A.

Meeting Date: 05/19/2016

Requested by: Julie Bower

Submitted By: Michelle Stine, Town
Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - April 27 and May 4, 2016

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve, (approve with the following changes) the April 27 and May 4, 2016 minutes.

Attachments

4/27/16 Draft Minutes

5/4/16 Draft Minutes

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
April 27, 2016
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

BUDGET STUDY SESSION AT OR AFTER 4:00 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 4:00 p.m.

ROLL CALL

PRESENT:

Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Bill Garner, Councilmember
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

ABSENT:

Brendan Burns, Councilmember (arrived after roll was called)

BUDGET STUDY SESSION AGENDA

Councilmember Burns arrived to the meeting at 4:02 p.m.

1. FY 2016/17 TOWN MANAGER'S RECOMMENDED BUDGET DEPARTMENT OVERVIEWS AND FY 2016/17 CAPITAL IMPROVEMENT PROGRAM (CIP)

Town Manager Greg Caton announced the first budget presentation would be from the Police Department, followed by the Community Development and Public Works Department and the Capital Improvement Program (CIP).

Police

Police Chief Daniel Sharp gave an overview of the proposed Police Department budget that included the following:

- OVPD's Five Principals of Community Policing
- Town of Oro Valley Strategic Plan 2015
- Town of Oro Valley General Plan and Public Safety

- Community Vision, values and priorities
- Departmental approach
- Revenues and restricted funding sources
- Fiscal year comparison
- Variances by program area
- Continued volunteer support
- Conclusion

Discussion ensued amongst Council, Chief Sharp and staff regarding the proposed Police Department budget.

Community Development and Public Works

Community Development and Public Works Director Paul Keesler announced that his department, formally known as Development and Infrastructure Services (DIS), had implemented a name change and was now the Community Development and Public Works Department (CDPW). Mr. Keesler also gave an overview of the proposed CDPW budget that included the following:

- Community Development and Public Works
- Department Budget Summary
- Community Development Personnel
- Public Works Personnel
- Transit Personnel - FTE
- Community Development Highlights
- Public Works Highlights
- Budget Savings, Assumptions & Exclusions

Discussion ensued amongst Council, Mr. Keesler and staff regarding the proposed Community Development and Public Works budget.

Capital Improvement Program (CIP)

Senior Budget Analyst Wendy Gomez gave an overview of the following proposed CIP information highlights:

- Capital Improvement Program (CIP)
- FY 16/17 CIP - Notable Projects by Fund
 - General Government CIP Fund
 - Highway Fund
 - PAG/RTA Fund
 - Community Center Fund
 - Water Utility

Discussion ensued amongst Council and staff regarding the proposed Capital Improvement Program.

ADJOURNMENT

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to adjourn the meeting at 6:09 p.m.

MOTION carried, 7-0.

Prepared by:

Michelle Stine, CMC
Senior Office Specialist

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the budget study session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 27th day of April 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2016.

Julie K. Bower, MMC
Town Clerk

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
May 4, 2016
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 6:01 p.m.

ROLL CALL

PRESENT:

Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Brendan Burns, Councilmember
Bill Garner, Councilmember
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

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

COUNCIL REPORTS

Councilmember Hornat reminded the public that the May 19th regular Town Council meeting was on a Thursday.

Councilmember Garner reported that the first annual Slide the City special event was held on Saturday, April 30 and was very successful.

DEPARTMENT REPORTS

Water Utility Director Philip Saletta announced that May 1st marked the 20th anniversary of the ownership and operation of the water utility by the Town. On May 1, 1996, operations for the Canada Hills Water Company and Rancho Vistoso Water Company

were transferred to the town. At that time, there were 9,800 water service connections and now, there were approximately 19,300 water service connections.

ORDER OF BUSINESS

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

INFORMATIONAL ITEMS

CALL TO AUDIENCE

Oro Valley resident Tom Comi said the current playing conditions at both El Conquistador golf courses were the best in years but was concerned that the current conditions couldn't be maintained without additional capital improvements. He strongly encouraged Council to implement the town's December, 2014 proposal to add the needed funding for golf course improvements.

Oro Valley resident Dana Whitson was concerned with the safety of the crosswalk at Canada Hills Drive, crossing La Canada Drive, due mainly to southbound traffic. He urged Council to install a crosswalk signal at this location to alert southbound drivers on La Canada Drive of pedestrians crossing.

Vice Mayor Waters directed staff to look into the crosswalk concern at Canada Hills Drive. Town Manager Greg Caton said staff had made a request to the Regional Transportation Authority (RTA) to help fund improvements to the crosswalk but the request was denied. Mr. Caton said the town was looking at alternative funding options to increase the safety of the intersection.

PRESENTATIONS

1. Art Ambassador Sasha Case - Veteran and Youth Art Exhibit

Art Ambassador Sasha Case gave an overview of the Veteran and Youth Art Exhibit. Erin Carpenter, Madeline Penna and Jenna Hurst from Canyon Del Oro High School discussed and presented their artwork on display in the Council Chambers.

CONSENT AGENDA

- A. Minutes - April 13 and 20, 2016

Councilmember Zinkin requested to remove item (A) from the Consent Agenda for discussion.

Councilmember Zinkin requested to amend the April 20, 2016 regular Town Council meeting minutes regarding Regular Agenda item #4 pertaining to possible direction regarding potential Oro Valley bonding to fund an incubation center at Innovation

Park. Councilmember Zinkin said they never discussed bonding options and he would like the minutes to reflect that.

Mayor Hiremath directed staff to amend the minutes to reflect that there was discussion for direction regarding potential Oro Valley bonding to fund an incubation center at Innovation Park and that ultimately, no direction was given to the Town Manager.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Hornat to approve item (A) with the proposed changes.

MOTION carried, 7-0.

REGULAR AGENDA

1. DISCUSSION AND POSSIBLE ACTION TO DESIGNATE A VETERANS AND FIRST RESPONDERS LIVING MEMORIAL AT NARANJA PARK

Economic Development Manager Amanda Jacobs presented item #1.

The following individuals spoke in support of item #1.

Oro Valley resident Dick Eggerding
Oro Valley resident Steve Didio
Oro Valley resident Allan Dankwerth

Discussion ensued amongst Council and staff regarding the proposed memorial.

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to approve designating a Veterans and First Responders Living Memorial at Naranja Park.

MOTION carried, 7-0.

2. PUBLIC HEARING: ORDINANCE NO. (O)16-04, REZONING AN APPROXIMATE 141-ACRE PROPERTY LOCATED ON THE SOUTHEAST CORNER OF LA CHOLLA BOULEVARD AND LAMBERT LANE FROM R1-144 TO R1-43 AND USE OF THE MINIMUM LOT SIZE AND BUILDING HEIGHT FLEXIBLE DESIGN OPTIONS

Senior Planner Michael Spaeth presented item #2 and outlined the following:

- Purpose
- Location Map
- Tentative Development Plan
- General Plan - Neighborhood Compatibility
- General Plan - Road Widening

- General Plan - Land Use
- General Plan - Environment
- Conservation Subdivision Design
- Flexible Design Options
- Public Participation
- Summary and Recommendation

Mayor Hiremath opened the public hearing.

The following individual spoke in support of item #2:

Oro Valley resident Karen Stratman

The following individuals spoke in opposition to item #2:

Oro Valley resident Ken Gardiner
Oro Valley resident Carol Hunter

The following individual spoke on item #2:

Oro Valley resident Bill Fritz

Mayor Hiremath closed the public hearing.

Paul Oland, representative for the WLB Group and representing the property owner, spoke on the proposed rezoning.

Discussion ensued amongst Council, Mr. Oland and staff regarding the proposed rezoning.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Burns to adopt Ordinance No. (O)16-04, approving the proposed rezoning and use of the minimum lot size and building height flexible design options, subject to the conditions included in Attachment 1, with the addition that the last sentence under Engineering condition of approval #5 shall read: The reduction shall be to an amount that has the effect of making existing residential structures located on immediately adjacent downstream properties, as shown on the Tentative Development Plan, eligible to be removed from the TOWN/FEMA floodplain AND LOTS 64-69 BE DESIGNATED AS SINGLE STORY LOTS, finding that the request is consistent with the General Plan.

MOTION carried, 7-0.

Mayor Hiremath recessed the meeting at 7:54 p.m.

Mayor Hiremath reconvened the meeting at 8:05 p.m.

3. PUBLIC HEARING: ORDINANCE NO. (O)16-06, AMENDING SECTION 22.9 OF THE ORO VALLEY ZONING CODE REVISED RELATED TO MINOR FINAL PLAT AMENDMENTS

Planning Manager Bayer Vella presented item #3 and outlined the following:

- Purpose
- Proposal
- Summary and Recommendation

Mayor Hiremath opened the public hearing.

The following individual spoke in support of item #3.

David Glinski, builder and member of the Southern Arizona Home Builders Association

Mayor Hiremath closed the public hearing.

Discussion ensued amongst Council and staff regarding the proposed ordinance related to minor final plat amendments.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to adopt Ordinance No. (O)16-06, amending Section 22.9 of the Oro Valley Zoning Code relating to Minor Final Plat Amendments, finding the amendment would allow the ability to approve minor changes which are consistent with the approved subdivision plat and that Council shall be notified of each administrative approval.

MOTION carried, 7-0.

4. PUBLIC HEARING: RESOLUTION NO. (R)16-16, AUTHORIZING AND APPROVING AN INCREASE TO THE BASE RATE FOR THE STORMWATER UTILITY FEE, REPLACING RESOLUTION NO. (R)07-127

Development and Infrastructure Services Director Paul Keesler presented items #4 and #5 and outlined the following:

- Stormwater Utility Management Program
- Utility Funding
- What is an ERU (Equivalent Residential Unit)
- Commercial Stormwater Utility Fee Example
- Stormwater Utility Fee Review
- Rate Review and Analysis Timeline
- Rate Review & Analysis Results
- Reason for Fee Increase
- What Does the \$1.60/Month Increase Pay For

- Public Comment Summary
- Recommendation Summary

Mayor Hiremath opened the public hearing.

The following individual spoke in support of items #4 and #5:

Oro Valley resident and member of the Oro Valley Stormwater Utility Commission Mike Stankiewicz

Mayor Hiremath closed the public hearing.

Discussion ensued amongst Council and staff regarding the proposed Stormwater Utility fee increase.

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to approve Resolution No. (R)16-16, authorizing and approving an increase to the base rate for the Stormwater Utility fee, replacing Resolution No. (R)07-127.

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

5. PUBLIC HEARING: ORDINANCE NO. (O)16-07, AMENDING THE TOWN OF ORO VALLEY TOWN CODE, CHAPTER 15, ARTICLE 24, SECTION 15-24-13, STORMWATER UTILITY FEE SYSTEM, SUBSECTIONS 15-24-13(A)(9), 15-24-13(C)(4), 15-24-13(G)(3) AND 15-24-13(G)(4), DECREASING THE EQUIVALENT RESIDENTIAL UNIT (ERU) VALUE THEREBY INCREASING THE RATE FOR COMMERCIAL PROPERTIES FOR THE TOWN OF ORO VALLEY STORMWATER UTILITY; REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to approve Ordinance No. (O)16-07, amending the Town of Oro Valley Town Code, Chapter 15, Article 24, Section 15-24-13, Stormwater Utility fee system, subsections 15-24-13(a)(g), 15-24-13(g)(3) and 15-24-13(g)(4), decreasing the equivalent residential unit (ERU) value thereby increasing the rate for commercial properties for the Town of Oro Valley Stormwater Utility; repealing all resolutions, ordinances, and rules of the Town of Oro Valley in conflict therewith; preserving the rights and duties that have already matured and proceedings that have already begun thereunder.

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

6. DISCUSSION AND POSSIBLE ACTION REGARDING AN ENERGY EFFICIENCY IMPROVEMENT PROJECT AT THE ORO VALLEY COMMUNITY CENTER

Finance Director Stacey Lemos presented item #6 and outlined the following:

- Background
- Two Options for Consideration
- Project Financing Options
- Council Approval Requested
- Next Steps

Discussion ensued amongst Council and staff regarding the proposed energy efficiency improvement project at the Oro Valley Community Center.

Mayor Hiremath said item #6 would be continued to the May 19 regular Town Council meeting.

7. DISCUSSION AND POSSIBLE DIRECTION FOR A REQUEST FOR PROPOSALS TO SELECT A FIRM TO ASSIST WITH THE RECRUITMENT OF THE NEW TOWN MANAGER

Councilmember Zinkin presented item #7.

Discussion ensued amongst Council and staff regarding the Request for Proposals (RFP) process to assist with the recruitment of a new Town Manager.

Town Council directed staff to start the RFP process to recruit a new Town Manager by utilizing cooperative contracts to expedite the process.

FUTURE AGENDA ITEMS

Councilmember Zinkin requested a future agenda item to be placed on the May 19 regular Town Council meeting agenda to discuss rezoning the golf course property, seconded by Councilmember Garner.

Councilmember Garner requested a future agenda item to discuss the possibility of bonding to fund stormwater improvements, seconded by Councilmember Burns.

CALL TO AUDIENCE

No comments were received.

ADJOURNMENT

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to adjourn the meeting at 9:54 p.m.

MOTION carried, 7-0.

Prepared by:

Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 4th day of May, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2016.

Julie K. Bower, MMC
Town Clerk



Town Council Regular Session

Item # B.

Meeting Date: 05/19/2016

Requested by: Amanda Jacobs

Submitted By: Amanda Jacobs, Town
Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

Visit Tucson Quarterly Report: January 1, 2016 - March 31, 2016

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The FY 2015/16 Financial Participation Agreement (FPA) between the Town of Oro Valley and Visit Tucson stipulates that a quarterly report be compiled by Visit Tucson and submitted to the Economic Development staff and Town Council. The enclosed report satisfies the FPA requirement for the third quarter of FY 2015/16.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2015/16 FPA between the Town of Oro Valley and Visit Tucson is funded with \$215,000 from the Bed Tax Fund.

SUGGESTED MOTION:

N/A

Attachments

Visit Tucson FPA

Visit Tucson 3rd Quarter Report

RESOLUTION NO. (R)15-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A FINANCIAL PARTICIPATION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU

WHEREAS, pursuant to A.R.S. § 9-500.11, the Town may appropriate public monies for and in connection with economic development activities as long as there is adequate consideration; and

WHEREAS, the Town desires to continue to promote a business environment in Oro Valley that enhances economic vitality and improves the quality of life for its residents; and

WHEREAS, the Town of Oro Valley desires to enter into a Financial Participation Agreement with the Metropolitan Tucson Convention and Visitors Bureau (MTCVB); and

WHEREAS, it is in the best interest of the Town to enter into the Financial Participation Agreement with the MTCVB, attached hereto as Exhibit "A" and incorporated herein by this reference, to set forth the terms and conditions of the Agreement.

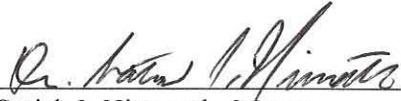
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

SECTION 1. The Financial Participation Agreement between the Town of Oro Valley and the Metropolitan Tucson Convention and Visitors Bureau, attached hereto as Exhibit "A", is hereby authorized and approved.

SECTION 2. The Mayor and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 3rd day of June, 2015.

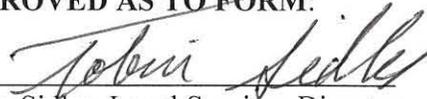
TOWN OF ORO VALLEY


Dr. Satish I. Hiremath, Mayor

ATTEST:


Julie K. Bower, Town Clerk

APPROVED AS TO FORM:


Tobin Sidles, Legal Services Director

Date: 6/4/15

Date: 6/4/2015

EXHIBIT "A"

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2015, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Metropolitan Tucson Convention and Visitors Bureau**, a non-profit corporation, hereinafter called the "Agency."

WITNESSETH

WHEREAS, it has been determined that the activities of Agency are in the public interest, and are such as to improve and promote the public welfare of the Town; and

WHEREAS, the Mayor and Council have determined that to financially participate in the promotion of the activities of Agency is a public purpose in that the activities confer direct benefit of a general character to a significant part of the public.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

Section 1. Definitions

- A. Tour Operator – a person who arranges and/or organizes groups of people to travel together to a destination and who also organizes tour packages and advertises them for people to buy.
- B. Travel Agent Impressions – the number of travel agents who would likely read a tour brochure which a tour operator produced to promote tours that he or she organized.

Section 2. Statement of Purpose

Agency will initiate, implement and administer a comprehensive sales promotion and advertising program to attract an increasing number of convention delegates and vacationing tourists to the Town, thereby providing revenues to the community through transient rental and sales taxes, and contributing to the overall economic growth and continued viability of the tourism and hospitality industry.

Section 3. Services to be Performed by Agency

Agency performance measures outlined below are for FY 2015-16 (July 1, 2015 – June 30, 2016). The performance measures for FY 2016-17 (July 1, 2016 – June 30, 2017) will be determined at the end of FY 2015-16. The performance measures for FY 2017-18 (July 1, 2017 – June 30, 2018) will be determined at the end of FY 2016-2017.

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

Convention Sales & Sports	
Leads for Oro Valley properties	255
Site Inspections for Oro Valley properties	28
Future Bookings for Oro Valley properties	23
Future Room Nights for Oro Valley properties	10,500
Travel Industry Sales	
Leads/services for Oro Valley properties	35
Tour operators receiving Oro Valley promotion	750
Tour operator catalog impressions for Oro Valley properties	1,000,000
Communications	
Oro Valley will be featured in the Official Visitors Guide, along with the surrounding jurisdictions	yes
Provide Oro Valley with a 1/3-page ad in printed 2016 Official Visitors Guide & full-page ad in iPad version of the guide	yes
Promote Oro Valley events & attractions on CVB's website & social media sites. Information will be provided by Economic Development Division staff or New Media Developer.	yes
Marketing	
Feature Oro Valley's aquatic facility in online sports facility guide	yes
Produce a finished video of Oro Valley Aquatic Center and Oro Valley Community and Recreation Center and El Conquistador Golf and Tennis, which can be used on CVB website, Oro Valley website and promoting the destination to special event operators.	yes
Generate unique visitors to MTCVB web site	1,100,000
Generate unique visitors to Oro Valley via MTCVB web site	25,000

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

<p>Provide quarterly reports with monthly breakouts of unique visitors to the VisitOroValley.org microsite to the New Media Developer and Economic Development Manager for these relevant pages: http://www.visittucson.org/about/oro-valley/ http://www.visittucson.org/about/oro-valley/accommodations/ http://www.visittucson.org/about/oro-valley/restaurants/ http://www.visittucson.org/about/oro-valley/arts-entertainment/ http://www.visittucson.org/about/oro-valley/outdoor-recreation/ the report The report should include the following information:</p> <p>Total Unique Users for Month Demographics</p> <ul style="list-style-type: none"> • Age • Gender <p>Location (Top 10) Technology (Top 10)</p> <ul style="list-style-type: none"> • Browser & Operating System • Mobile Device & mobile operating system <p>Top 10 Referrals to VisitOroValley.org Microsite Pageviews, Bounce Rate and Average Session Duration</p>	yes
<p>Town officials may attend trade shows with Visit Tucson. Town officials will be responsible for their travel expenses; however, Visit Tucson will cover the registration fees for Town officials, with those fees counting toward the tourism-activities rebate to the Town.</p>	yes
<p>Host www.visitorovalley.org and update the site, based on information provided by the Economic Development Manager or New Media Developer.</p>	yes
<p>Promote Oro Valley as a Winter Training destination for Cycling & Swimming on CVB's website & social media sites.</p>	yes

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

Tucson Sports	
Provide total tourism based direct spending and total tourism based impact numbers from Visit Tucson Sports events held in Oro Valley	yes
Film	
Scout Steam Pump Ranch and other Oro Valley destinations for film opportunities	yes
Provide information on equipment, crew and local suppliers as needed	yes
Provide information to film and television companies about locations and accommodations in Oro Valley, as needed	yes
General Support	
Rebate 5% of Oro Valley's 2015-16 investment in Visit Tucson into tourism-related activities that benefit the Town	\$10,750
Consult with Town staff & officials on tourism sales & marketing initiatives, including, but not limited to, promoting Town venues to special event operators, Mexico & leisure marketing, & group sales initiatives	yes
One Town official will serve on MTCVB Board of Directors	yes

Section 4. Services to be Provided by the Town

All funding is subject to the Town's budget appropriations. For this Agreement, \$215,000 shall be allocated to Agency.

Section 5. Responsibility for Open Records

Agency agrees to open to the public all records relating to any funds directly received from the Town that Agency distributes to any organization and/or individual.

Section 6. Evaluation Criteria and Reporting

- A. Agency agrees to submit to the Town, through the Economic Development Division, quarterly reports addressing the progress of the Agency in achieving its performance measures listed in Section 2. Reports shall be submitted to the Economic Development Manager within thirty (30) working days of the end of the calendar quarter.
- B. Agency agrees to review and present such quarterly reports to the Town Council in open meetings on an "as requested" basis.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 7. Accountability

Agency shall maintain a true and accurate accounting system which meets generally accepted accounting principles, and which is capable of properly accounting for all expenditures and receipts of Agency on a timely basis. In addition, Agency shall maintain evidence of its compliance with the nondiscrimination provisions of this Agreement.

Agency shall provide the Finance Department of the Town, 15 days after MTCVB Board approval, a copy of the financial audit of Agency's operations by an independent certified public accountant, along with any management letter and, if applicable, Agency's plan for corrective action.

At any time during or after the period of this Agreement, the Town Finance Department and/or a Town agent may audit Agency's overall financial operation or compliance with the nondiscrimination clause of this Agreement for the Agreement period. Agency shall provide any financial reports, nondiscrimination policies and procedures or other documentation necessary to accomplish such audits.

Section 8. Matching Grants

Agency agrees to obtain Mayor and Council approval prior to applying for any matching grants involving the commitment of Town funds.

Section 9. Nondiscrimination

Agency, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to discriminations, biases, and/or limitations, including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Oro Valley Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary Town funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status. See Administrative Guidance Re: Non-Discrimination Policy for Programs Funded by the Town of Oro Valley, attached and incorporated herein by this reference.

Section 10. Sub-recipient Funding Agreements

Agency agrees to include in all of its sub-recipient funding agreements the nondiscrimination provisions contained in Section 8 herein.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 11. Term of Agreement

This Agreement between parties as described above shall be effective from July 1, 2015 through June 30, 2018.

- A. The Mayor and Council of the Town determine the services of Agency are in the public interest and allocate funds therefore; and
- B. The parties mutually agree to a scope of services to be provided by Agency in any subsequent fiscal year.
- C. If the Town annexes any resorts or hotels, or new resorts or hotels are built in the Town during this agreement, the payments the Agency receives from the Town will be renegotiated.

At the end of the FY2017/18 referred to above, the provisions of this agreement will be subject to review and renegotiations by the Town and the Bureau.

Section 12. Payment Withholding, Reduction, or Termination

The Town may withhold whole or part of the scheduled payment, reduce, or terminate funding allocations to Agency if:

- A. Services are not rendered.
- B. Agency fails to supply information or reports as required.
- C. Agency is not in compliance with agreed upon disbursement documentation and/or other project performance.
- D. Agency fails to make required payments to subcontractors.
- E. The Town has reasonable cause to believe Agency is not in compliance with the nondiscrimination clause of this Agreement.
- F. The Mayor and Council fail to appropriate all or part of the funds for this Agreement.

Such payment reductions or payment termination may result in Agency receiving a lesser total Town allocation under this Agreement than the maximum funding allocated. If reasons for withholding payments other than non-appropriation of funds have been corrected to the satisfaction of the Town, any amounts due shall be processed.

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2018.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 13. Termination of Agreement

This Agreement may be terminated at any time by mutual written consent, or by either party giving thirty (30) days written notice to the other party or at such time, as in the opinion of the Town, Agency's performance hereunder is deemed unsatisfactory.

Section 14. Method of Payment

- A. The parties have agreed that Agency will receive from the Town an amount not to exceed \$215,000 for FY2015/16. The Agency will receive an amount not to exceed \$250,000 for FY2016-17 and an amount not to exceed \$275,000 for FY2017-18. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2015. Payments are to be made within forty (40) days after the close of each preceding quarter.
- B. It shall be the responsibility of the Agency to obtain funding from sources other than the Town. Financial participation agreements with other governments and government agencies, grants, donations, memberships and any other sources of funding as may become available from time to time shall be included as part of the annual budget submission.

Section 15. Indemnification

Agency agrees to indemnify, defend and save harmless the Town, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations, attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of Agency or of any subcontractor employed by Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the Town do not apply to employees or volunteers acting in any capacity for Agency.

Section 16. Insurance

Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

- B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.
- C. Agency will provide and maintain minimum insurance limits as follows:

COVERAGE AFFORDED	LIMITS OF LIABILITY
1. Workers' Compensation	Statute
2. Employer's Liability	\$100,000
3. Comprehensive General Liability Insurance -- Including: (1) Products and Completed Operations (2) Blanket Contractual	\$1,000,000 - Bodily Injury and Combined Single Limit \$100,000 Property Damage

D. Agency shall adequately insure itself against claims based upon unlawful discrimination and violation of civil rights. The cost of this insurance shall be borne by Agency.

Section 17. Use of the Town Logo

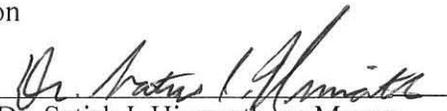
The Town Logo shall be used for the recognition of the Town's contribution to Agency only.

Section 18. Conflict of Interest

This Agreement is subject to the conflict of interest provisions of A.R.S. § 38-511, *et seq.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN OF ORO VALLEY, a municipal corporation

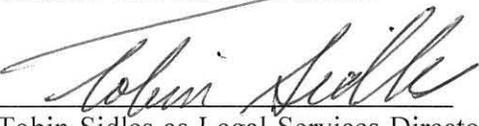

Dr. Satish I. Hiremath, as Mayor
and not personally

ATTEST:


Julie K. Bower, as Town Clerk
not personally

Date: 6/4/15

APPROVED AS TO FORM:


Tobin Sidles as Legal Services Director and
and not personally

Date: 6/4/15

**Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT**

METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU, a non-profit Corporation

Bt DeRaad
Agency Representative
and not personally

Title President & CEO

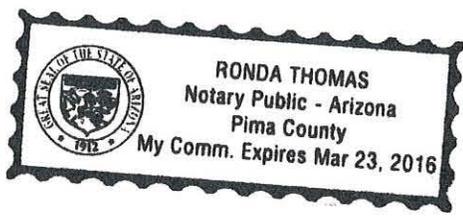
State of Arizona)
) ss.
County of)

On this 15 day of June, 2015, Brent DeRaad, 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 June 15, 2015.

Ronda Thomas
Notary

My Commission Expires: 23rd March, 2016





QUARTERLY PROGRESS REPORT

January through March 2016

Submitted To: Amanda Jacobs, Economic Development Manager

By: Brent DeRaad, President/CEO

In accordance with Resolution No. (R) 15-42

Visit Tucson will initiate, implement and administer a comprehensive sales, promotion and advertising program to attract an increasing number of convention delegates and vacationing tourists to the Town, thereby providing revenues to the community through transient rental and sales taxes, and contributing to the overall economic growth and continued viability of the tourism and hospitality industry. Below is data on activity that Visit Tucson has addressed through this quarter and fiscal year.

Ongoing focuses for Visit Tucson will be attracting meetings and leisure travelers to Hilton El Conquistador and other Town hotels, bringing competitions to the Oro Valley Aquatic Center, endurance events to the Town, and marketing attractions, including El Conquistador Golf & Tennis and Tohono Chul Park.

Key Measures of Performance	Adopted FY 2016	Current Quarter	FYTD 2016	FYTD 2015
Convention Sales				
Sales Leads	255	120	281	262
Site Inspections	28	12	51	21
Future Bookings	23	10	30	24
Room Nights of Future Bookings	10,500	2,184	10,603	10,560
Travel Industry Sales				
Bookings/Services	35	24	35	29
Promote to Targeted Tour Operator Clients	750	224	890	866
Impressions Via Tour Operator Catalogs	1,000,000	1,643,200	2,033,200	2,200,000
Marketing				
Unique Visitors to Visit Tucson Website	1,100,000	337,174	786,453	1,366,154
Unique Visitors to Oro Valley via Visit Tucson Website	25,000	6,984	18,672	27,029

Visit Tucson's 2015-16 Budgeted Revenue

	Budget	Percentage
City of Tucson:	\$3,312,627	43%
Pima County:	\$3,200,000	42%
Town of Oro Valley:	\$215,000	3%
Pascua Yaqui Nation:	\$75,000	1%
Tohono O'odham Nation:	\$75,000	1%
Private Sector:	\$756,550	10%
Total:	\$7,634,177	100%

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January-March 2016 Oro Valley Highlights
Page 2

Additional 2015-16 Visit Tucson Performance Measures

- 1. Oro Valley will be featured in the Official Visitors Guide, along with the surrounding jurisdictions.**

Result: Oro Valley and the northwest corridor are featured on page 21 of the 2016 Official Visitors Guide, which was published in late January 2016. Oro Valley assets are also mentioned on the following pages of the guide:

- Page 11: El Conquistador Golf & Tennis, Pusch Ridge and Golf Club at Vistoso
- Page 17: Catalina State Park and Canada del Oro Riverfront Park
- Page 28: Arizona Distance Classic
- Page 30: Oro Valley Holiday Festival of the Arts
- Page 31: Town of Oro Valley—1/2-page ad (upgrade from 1/3-page ad per contract)
- Page 33: Hilton El Conquistador Resort—paid 1/2-page ad
- Page 36: Red Lion Inn & Suites, member listing
- Page 38: Hilton El Conquistador Resort, member listing
- Page 39: Arizona Distance Classic, member listing
- Page 41: Tohono Chul, member listing
- Page 42: Tohono Chul—paid 1/6-page ad
- Page 42: Panera Bread, member listing
- Page 43: Noble Hops, member listing
- Page 44: Tohono Chul Garden Bistro, member listing
- Page 45: El Charro Café, member listing & Noble Hops, 2nd member listing
- Page 53: Greater Oro Valley Chamber of Commerce, member listing
- Page 56: Oro Valley on metro Tucson map
- Page 59: Oro Valley on regional map

Professional Planners' Edition (Meeting Planners)

Same as above, plus:

- Page 64: Tohono Chul photo
- Page 65: Tohono Chul mention
- Page 68: El Conquistador Golf & Tennis photo
- Page 80: Hilton El Conquistador Resort—paid ½-page advertorial & paid ½-page ad
- Page 83: Hilton El Conquistador Resort, meeting-space specs
- Page 90: Tohono Chul, meeting-space specs
- Page 92: Noble Hops, member listing

- 2. Provide Oro Valley with a 1/3-page ad in the printed 2016 Official Visitors Guide & a full-page ad in the iPad version of the guide.**

Result: A half-page ad was provided (page 31) to the Town in the printed guide. The iPad version will be completed in spring 2016.

January-March 2016 Oro Valley Highlights

Page 3

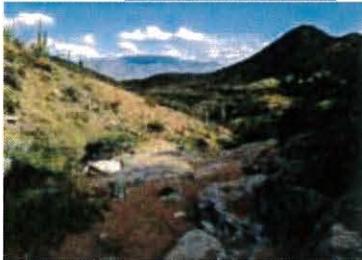
3. Promote Oro Valley events and attractions on Visit Tucson's website and social media sites. Information will be provided by Economic Development division staff or by New Media Developer.

Results:

[Visit Tucson](#) (Facebook)

March 23 at 9:55am ·

This Saturday, [Summit Hut](#) and the towns of Oro Valley and Marana will host, Move Across 2 Ranges, a hiking challenge to explore nature and get active! Registration includes: Event Day Support, Snacks, Trail Passport, Raffle Entry, Access to Trailheads and Ticket to Packet Pick-up Party & "Managed the Move" After Party at [Catalina State Park](#). For more information: <http://bit.ly/1RmrUNU>



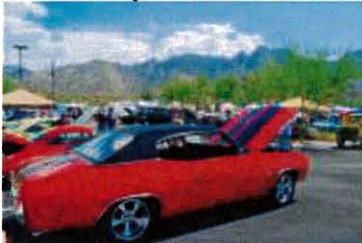
Tucson AZ @VisitTucsonAZ Feb 19

Bring friends & family to Catalina State Park tomorrow and enjoy an outdoor concert! - <http://bit.ly/1o3LLe7>



Tucson AZ @VisitTucsonAZ Feb 16

This Saturday, come out for the Oro Valley Cruise, BBQ, & Blues Festival: <http://bit.ly/1o37bZ1>

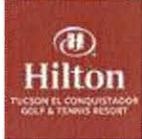


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January-March 2016 Oro Valley Highlights
 Page 4

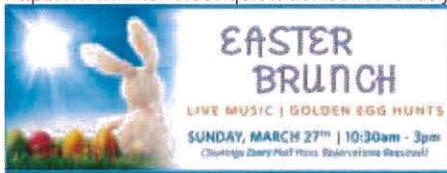
Promote Oro Valley events and attractions on Visit Tucson’s website and social media sites. Information will be provided by Economic Development division staff or by New Media Developer (continued):

[Tucson AZ](#) Retweeted



HiltonElConquistador @HiltonElCon Mar 24

Make reservations for our spectacular Easter Brunch! Call: (520) 544-5000 or online at: <http://www.hiltonelconquistador.com/Holidays>



[Tucson AZ](#) Retweeted



Tohono Chul @TohonoChulPark Mar 17

Our Spring Plant Sale is this Saturday & Sunday. Huge selection of native & hardy plants! <http://bit.ly/1VckQAG>



4. Feature the Oro Valley Aquatic Center in Visit Tucson’s online sports facility guide.

Result: The Oro Valley Aquatic Center is featured year-round in Visit Tucson Sports’ online sports facility guide: <http://www.visittucson.org/sports/facilities/aquaov/>

5. Produce a finished video of Oro Valley Aquatic Center and Oro Valley Community and Recreation Center and El Conquistador Golf and Tennis, which can be used on Visit Tucson’s website, Oro Valley’s website and promoting the destination to special event operators.

Result: Town staff has requested that Visit Tucson create the finished video prior to the State of the Town luncheon in October 2016. Visit Tucson has shot some video for this production and will continue to gather footage in the coming months. This video is expected to be at least 90 seconds long and encompass hiking and other destination elements in addition to the aquatic center, golf and tennis.

6. Provide quarterly reports with monthly breakouts of unique visitors to the VisitOroValley.org microsite to the New Media Developer and Economic Development Manager for these relevant pages:

<http://www.visittucson.org/about/oro-valley/>

<http://www.visittucson.org/about/oro-valley/accommodations/>

<http://www.visittucson.org/about/oro-valley/restaurants/>

<http://www.visittucson.org/about/oro-valley/arts-entertainment/>

<http://www.visittucson.org/about/oro-valley/outdoor-recreation/>

The report should include the following information: 1) total users for the month; 2) demographics, including age and gender; 3) location (top 10); 4) technology (top 10), including browser & operating system and mobile device & mobile operating system; 5) top 10 referrals to VisitOroValley.org microsite; 6) page views; 7) bounce rate; and 8) average session duration.

Result: This January-March 2016 report is being provided to Town staff.

7. Town officials may attend trade shows with Visit Tucson staff at the expense of the Town, except for the United States Sports Convention. Visit Tucson will cover the registration fees for Town officials with those fees counting toward the tourism-activities rebate to the Town.

Results:

Arizona Distance Classic—In January 2016, Amanda Jacobs, the Town’s Economic Development Manager, Amanda Jacobs, and representatives from Hilton El Conquistador Resort and M3Sports (Arizona Distance Classic) promoted the Arizona Distance Classic to runners at the Rock ‘n’ Roll Marathon in Phoenix. Visit Tucson paid the \$1,668 for the expo booth and all participants paid their own travel expenses.

8. Host www.visitorovalley.org and update the site based on information provided by the Economic Development Manager or New Media Developer.

Result: A thorough list of accommodations, arts & entertainment, outdoor recreation and restaurants is listed on the website. Visit Tucson works with Town staff to update information on this website.

9. Promote Oro Valley as a winter training destination for cycling and swimming on Visit Tucson’s website and social media sites.

Result:

- Winter training at Oro Valley Aquatic Center is featured at:
<http://www.visittucson.org/about/oro-valley/winter-training-capital/> and
<http://www.visittucson.org/about/winter-training-capital/training-in-tucson/>
- Oro Valley is featured as an ideal destination for cycling, running and hiking at:
<http://www.visittucson.org/about/winter-training-capital/training/cycling/>



January-March 2016 Oro Valley Highlights
Page 6

10. Provide total tourism-based direct spending and total tourism-based impact numbers from Visit Tucson Sports events held in Oro Valley.

Result: The direct spending in Oro Valley from sports events that were held between July 1, 2015 and March 31, 2016 is \$1,632,582 based on 2,334 visitors filling 2,877 room nights. Tourism-related sports events held in Oro Valley between Jan. 1 and March 31, 2016, include: Arizona Distance Classic and the Arizona Short Course Age Group Championship.

11. Scout Steam Pump Ranch and other Oro Valley destinations for film opportunities.

Result: No new activity occurred between January 1 and March 31, 2016.

12. Provide information on equipment, crew and local suppliers, as needed, to producers of film, television and commercial projects considering shooting in Oro Valley.

Result: Film Tucson provides information about Oro Valley on an ongoing basis to producers of independent films, commercials, reality television series and photo shoots, who are scouting locations in southern Arizona.

13. Rebate 5% (\$10,750) of Oro Valley's 2015-16 investment in Visit Tucson into tourism-related activities that benefit the Town.

Result:

\$1,300 – tradeshow booth at American Swim Coaches Association world clinic in Cleveland (September)

\$2,700 – tradeshow booth at Rock 'n' Roll Las Vegas Marathon expo (November)

\$1,668 – tradeshow booth at Rock 'n' Roll Phoenix Marathon expo (January)

\$1,250 – Arizona Distance Classic—OV Bucks for runners (March)

\$6,918 – Total

14. Consult with Town staff & officials on tourism sales & marketing initiatives, including, but not limited to, promoting Town venues to special event operators, Mexico & leisure marketing, & group sales initiatives.

Result: We have ongoing conversations among Town staff and Visit Tucson's marketing and sports personnel to discuss opportunities to promote the Town's tourism attributes and book sports events.

15. One Town official will serve on Visit Tucson's board of directors.

Result: Vice Mayor Lou Waters is an active participant on Visit Tucson's board of directors.

Meetings Economic Impact: Per the convention sales metrics listed on page 1, the economic impact of 20 meetings booked between July 1, 2015 and March 31, 2016 by the Hilton El Conquistador Resort and the Red Lion Inn & Suites Tucson North from Visit Tucson leads is \$2,707,555.

Major League Soccer (MLS) Preseason in Tucson: New to Oro Valley this year was the opportunity to house teams participating in Major League Soccer Preseason in Tucson. Sporting Kansas City and the Columbus Crew stayed at Hilton El Conquistador Resort in February generating more than 900 room nights and \$225,000 in spending on resort rooms and food and beverages.

Additionally, these teams practiced at Naranja Park during their stays in Oro Valley.

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100 South Church Avenue 520.624.1817
Tucson, Arizona 85701 800.638.8350
visitTucson.org t. 520.884.7804

January-March 2016 Oro Valley Highlights

Page 7

Major League Soccer (MLS) Preseason in Tucson (continued): Visit Tucson and Pima County have partnered for the past three years to invest in bringing in Major League Soccer teams to train and scrimmage during the first two weeks of February. Additional teams come to our region during the last two weeks of February to participate in the annual Desert Diamond Cup preseason tournament at Kino Sports Complex and to train for the MLS regular season. We were pleased to include Oro Valley this year.

Visit Tucson Tourism Update: Visit Tucson purchased a full-page ad in the Sunday, Feb. 7, 2016 *Arizona Daily Star* and dedicated it to promoting its work to generate sports tourism economic impact in Tucson, Oro Valley and unincorporated Pima County. Visit Tucson included a sidebar article on the U.S. Synchronized Swimming Championships coming to Oro Valley Aquatic Center. Additionally, the Arizona Distance Classic was mentioned (enclosed). Value: \$500.

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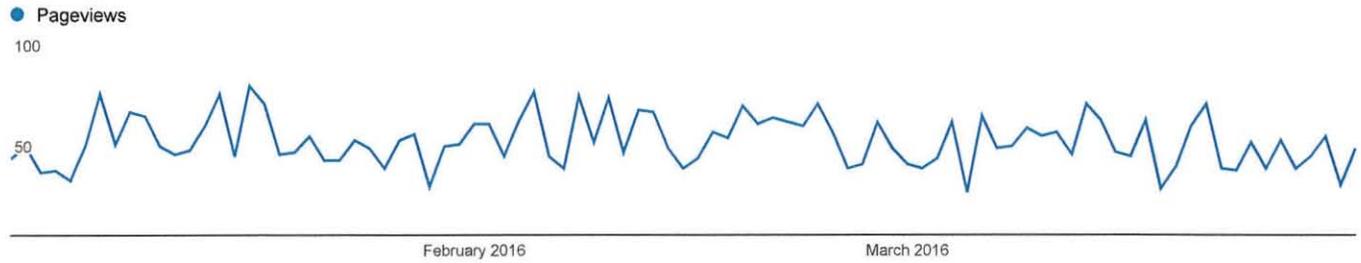
Content Drilldown

Jan 1, 2016 - Mar 31, 2016

ALL » PAGE PATH LEVEL 1: /about/

All Users
6.20% Pageviews

Explorer



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1. /oro-valley/	4,232(100.00%)	3,468(100.00%)	00:01:10	38.60%	19.99%

Rows 1 - 1 of 1

Content Drilldown

Jan 1, 2016 - Mar 31, 2016

Some data in this report may have been removed when a threshold was applied. [Learn more](#)

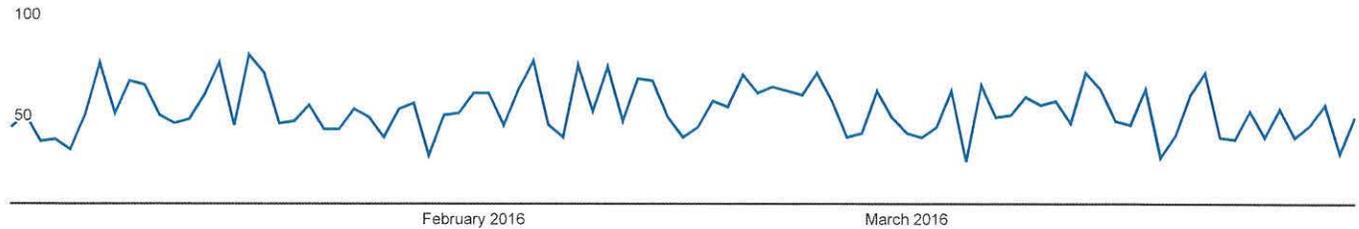
ALL » PAGE PATH LEVEL 1: /about/

This report is based on 248,535 sessions (59.25% of sessions). [Learn more](#)

All Users
6.20% Pageviews

Explorer

Pageviews



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		2,832 % of Total: 0.24% (1,189,391)	2,322 % of Total: 0.25% (937,011)	00:01:15 Avg for View: 00:01:46 (-29.18%)	36.45% Avg for View: 43.98% (-17.11%)	19.00% Avg for View: 35.15% (-45.96%)
1. /oro-valley/	55-64	803 (28.35%)	685 (29.50%)	00:01:14	42.86%	18.31%
2. /oro-valley/	65+	768 (27.12%)	613 (26.40%)	00:01:14	20.55%	16.67%
3. /oro-valley/	45-54	535 (18.89%)	402 (17.31%)	00:01:12	24.59%	17.38%
4. /oro-valley/	25-34	338 (11.94%)	277 (11.93%)	00:01:14	45.24%	20.12%
5. /oro-valley/	35-44	250 (8.83%)	223 (9.60%)	00:01:20	57.14%	24.40%
6. /oro-valley/	18-24	138 (4.87%)	122 (5.25%)	00:01:30	62.50%	29.71%

Rows 1 - 6 of 6

Content Drilldown

Jan 1, 2016 - Mar 31, 2016

Some data in this report may have been removed when a threshold was applied. [Learn more](#)

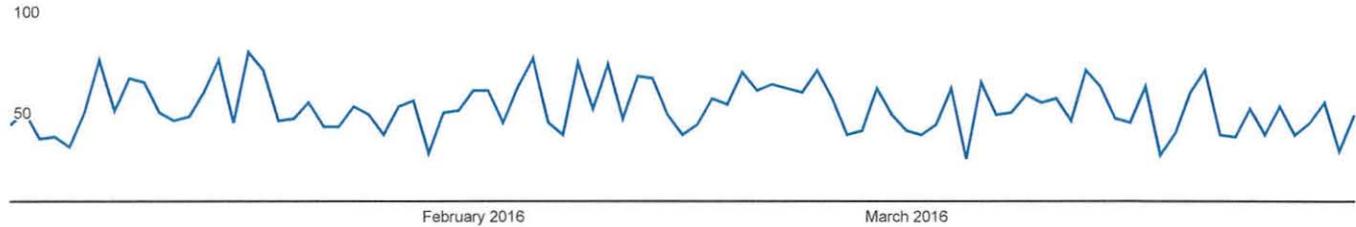
ALL » PAGE PATH LEVEL 1: /about/

This report is based on 248,535 sessions (59.25% of sessions). [Learn more](#)

All Users
6.20% Pageviews

Explorer

Pageviews



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Page path level 2	Gender	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		2,948 % of Total: 0.25% (1,189,391)	2,404 % of Total: 0.26% (937,011)	00:01:15 Avg for View: 00:01:46 (-28.97%)	35.28% Avg for View: 43.98% (-19.78%)	18.76% Avg for View: 35.15% (-46.64%)
1. /oro-valley/	female	1,733 (58.79%)	1,413 (58.78%)	00:01:19	34.02%	18.29%
2. /oro-valley/	male	1,215 (41.21%)	991 (41.22%)	00:01:10	37.12%	19.42%

Rows 1 - 2 of 2

Content Drilldown

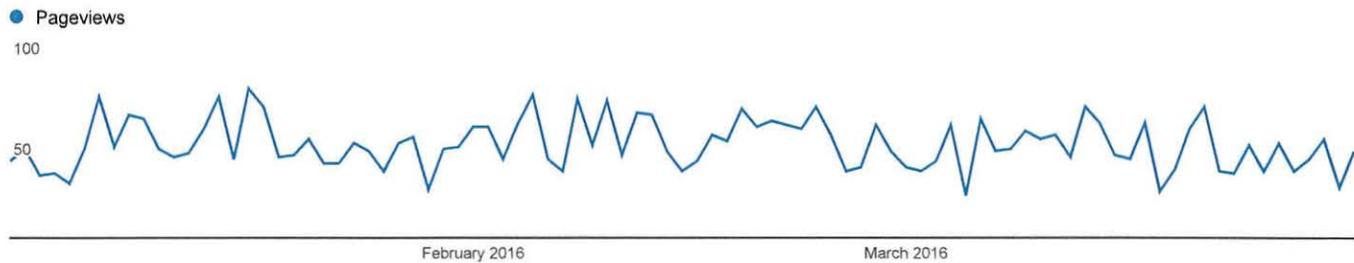
Jan 1, 2016 - Mar 31, 2016

ALL » PAGE PATH LEVEL 1: /about/

This report is based on 248,535 sessions (59.25% of sessions). [Learn more](#)

All Users
6.20% Pageviews

Explorer



This data was filtered using an advanced filter.

Page path level 2	City	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		4,247 <small>% of Total: 0.36% (1,189,391)</small>	3,507 <small>% of Total: 0.37% (937,011)</small>	00:01:11 <small>Avg for View: 00:01:46 (-32.28%)</small>	34.72% <small>Avg for View: 43.98% (-21.04%)</small>	19.78% <small>Avg for View: 35.15% (-43.74%)</small>
1. /oro-valley/	Tucson	407 (9.58%)	327 (9.32%)	00:00:53	40.91%	22.85%
2. /oro-valley/	Oro Valley	279 (6.57%)	236 (6.73%)	00:01:27	28.17%	29.03%
3. /oro-valley/	Phoenix	199 (4.69%)	162 (4.62%)	00:01:08	54.29%	28.14%
4. /oro-valley/	Casas Adobes	100 (2.35%)	88 (2.51%)	00:00:42	40.00%	24.00%
5. /oro-valley/	Portland	66 (1.55%)	54 (1.54%)	00:00:53	0.00%	12.12%
6. /oro-valley/	Catalina Foothills	64 (1.51%)	57 (1.63%)	00:01:34	28.57%	15.62%
7. /oro-valley/	Los Angeles	54 (1.27%)	46 (1.31%)	00:02:13	41.18%	27.78%
8. /oro-valley/	Scottsdale	52 (1.22%)	44 (1.25%)	00:01:55	0.00%	15.38%
9. /oro-valley/	Seattle	46 (1.08%)	41 (1.17%)	00:02:00	37.50%	21.74%
10. /oro-valley/	Kansas City	39 (0.92%)	29 (0.83%)	00:01:37	0.00%	5.13%

Rows 1 - 10 of 698

Content Drilldown

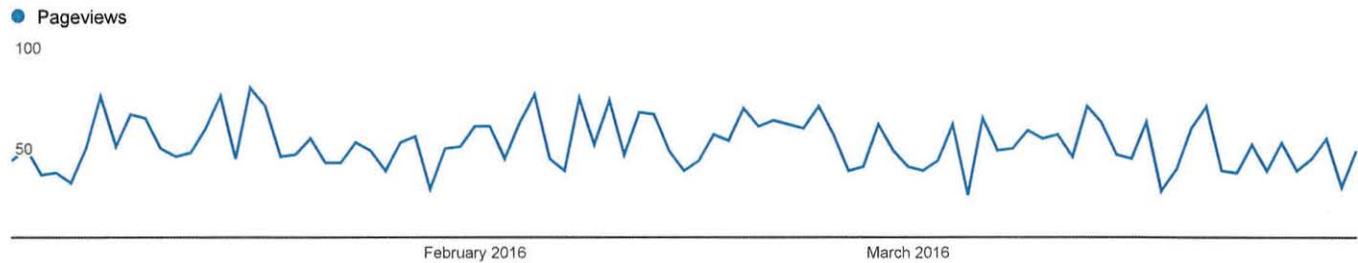
Jan 1, 2016 - Mar 31, 2016

ALL » PAGE PATH LEVEL 1: /about/

This report is based on 248,535 sessions (59.25% of sessions). [Learn more](#)

All Users
6.20% Pageviews

Explorer



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Page path level 2	Browser	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		4,195 % of Total: 0.35% (1,189,391)	3,444 % of Total: 0.37% (937,011)	00:01:11 Avg for View: 00:01:46 (-32.30%)	35.10% Avg for View: 43.98% (-20.20%)	18.76% Avg for View: 35.15% (-46.63%)
1. /oro-valley/	Chrome	1,490 (35.52%)	1,153 (33.48%)	00:01:11	38.36%	17.65%
2. /oro-valley/	Safari	1,327 (31.63%)	1,151 (33.42%)	00:01:18	37.57%	22.16%
3. /oro-valley/	Internet Explorer	785 (18.71%)	636 (18.47%)	00:01:10	22.22%	13.50%
4. /oro-valley/	Firefox	336 (8.01%)	285 (8.28%)	00:01:07	21.88%	20.24%
5. /oro-valley/	Edge	164 (3.91%)	138 (4.01%)	00:00:47	40.00%	13.41%
6. /oro-valley/	Amazon Silk	37 (0.88%)	29 (0.84%)	00:01:08	28.57%	32.43%
7. /oro-valley/	Safari (in-app)	30 (0.72%)	29 (0.84%)	00:00:41	60.00%	46.67%
8. /oro-valley/	Android Browser	22 (0.52%)	19 (0.55%)	00:01:28	40.00%	36.36%
9. /oro-valley/	BlackBerry	2 (0.05%)	2 (0.06%)	00:00:22	0.00%	0.00%
10. /oro-valley/	Opera	2 (0.05%)	2 (0.06%)	00:04:24	0.00%	0.00%

Rows 1 - 10 of 10

Content Drilldown

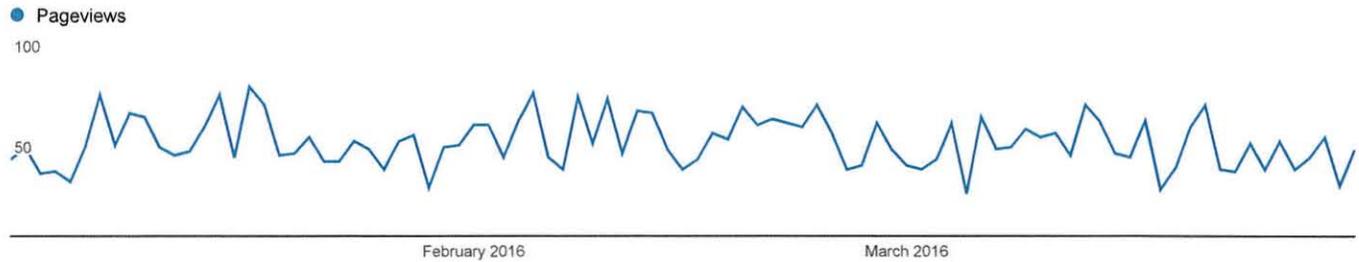
Jan 1, 2016 - Mar 31, 2016

ALL » PAGE PATH LEVEL 1: /about/

This report is based on 248,535 sessions (59.25% of sessions). [Learn more](#)

All Users
6.20% Pageviews

Explorer



This data was filtered using an advanced filter.

Page path level 2	Referral Path	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		4,197 % of Total: 0.35% (1,189,391)	3,446 % of Total: 0.37% (937,011)	00:01:12 Avg for View: 00:01:46 (-32.26%)	35.02% Avg for View: 43.98% (-20.36%)	18.85% Avg for View: 35.15% (-46.39%)
1.	/oro-valley/ (not set)	3,766 (89.73%)	3,087 (89.58%)	00:01:12	36.61%	19.04%
2.	/oro-valley/ /	93 (2.22%)	74 (2.15%)	00:01:58	14.29%	18.28%
3.	/oro-valley/ /content.cfm	46 (1.10%)	42 (1.22%)	00:00:55	0.00%	17.39%
4.	/oro-valley/ /weather.cfm	30 (0.71%)	24 (0.70%)	00:01:37	0.00%	23.33%
5.	/oro-valley/ /places-to-visit/tucson-southern-arizona/tucson	27 (0.64%)	20 (0.58%)	00:00:42	0.00%	7.41%
6.	/oro-valley/ /events/sports/mls/	24 (0.57%)	15 (0.44%)	00:00:52	0.00%	12.50%
7.	/oro-valley/ /Tourism-g60950-Tucson_Arizona-Vacations.html	22 (0.52%)	22 (0.64%)	00:00:45	0.00%	31.82%
8.	/oro-valley/ /your-solutions/websites/	10 (0.24%)	8 (0.23%)	00:00:13	0.00%	0.00%
9.	/oro-valley/ /calendardetail.cfm	8 (0.19%)	7 (0.20%)	00:01:14	0.00%	25.00%
10.	/oro-valley/ /hotels/local-things-to-do/tusce-courtyard-tucson-williams-centre/	8 (0.19%)	8 (0.23%)	00:01:04	0.00%	25.00%

Rows 1 - 10 of 58

Content Drilldown

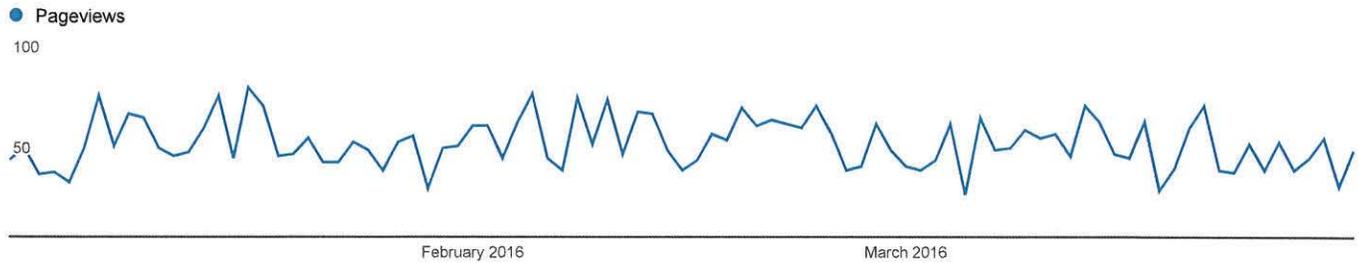
Jan 1, 2016 - Mar 31, 2016

ALL » PAGE PATH LEVEL 1: /about/

This report is based on 248,535 sessions (59.25% of sessions). [Learn more](#)

All Users
6.20% Pageviews

Explorer



This data was filtered using an advanced filter.

Page path level 2	Device Category	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		4,195 % of Total: 0.35% (1,189,391)	3,444 % of Total: 0.37% (937,011)	00:01:11 Avg for View: 00:01:46 (-32.30%)	35.17% Avg for View: 43.98% (-20.03%)	18.76% Avg for View: 35.15% (-46.63%)
1. /oro-valley/	desktop	2,819 (67.20%)	2,309 (67.04%)	00:01:08	31.20%	16.35%
2. /oro-valley/	tablet	1,003 (23.91%)	846 (24.56%)	00:01:13	28.83%	20.24%
3. /oro-valley/	mobile	373 (8.89%)	289 (8.39%)	00:01:41	50.45%	32.98%

Rows 1 - 3 of 3

Content Drilldown

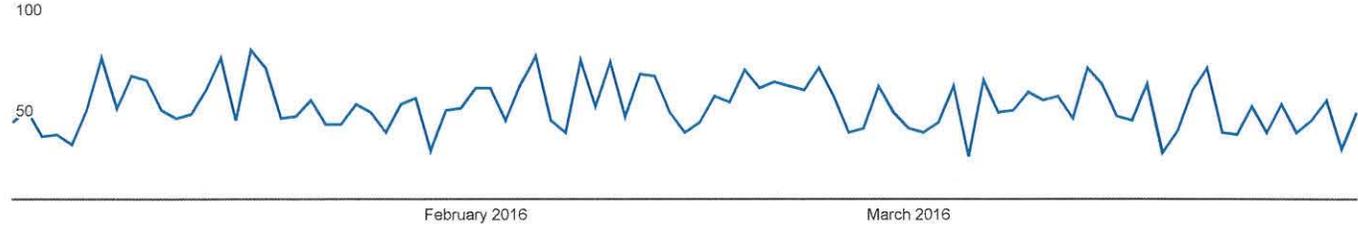
Jan 1, 2016 - Mar 31, 2016

ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/

All Users
0.36% Pageviews

Explorer

Pageviews



Page path level 3	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
	4,232 % of Total: 0.36% (1,189,391)	3,468 % of Total: 0.37% (937,011)	00:01:10 Avg for View: 00:01:46 (-33.81%)	38.60% Avg for View: 43.98% (-12.23%)	19.99% Avg for View: 35.15% (-43.13%)
1. /	1,472 (34.78%)	1,184 (34.14%)	00:01:02	25.26%	16.78%
2. /accommodations/	984 (23.25%)	813 (23.44%)	00:01:12	48.42%	19.51%
3. /arts-entertainment/	634 (14.98%)	540 (15.57%)	00:01:24	59.52%	19.72%
4. /restaurants/	549 (12.97%)	411 (11.85%)	00:01:02	47.92%	24.77%
5. /outdoor-recreation/	492 (11.63%)	426 (12.28%)	00:01:25	37.50%	27.03%
6. /winter-training-capital/	95 (2.24%)	89 (2.57%)	00:01:03	40.00%	13.68%
7. /?maxshow=10	4 (0.09%)	3 (0.09%)	00:00:30	0.00%	0.00%
8. /business/	1 (0.02%)	1 (0.03%)	00:00:05	0.00%	0.00%
9. /swimming/	1 (0.02%)	1 (0.03%)	00:00:24	0.00%	0.00%

Rows 1 - 9 of 9

Oro Valley Analytics January 2016

- Outbound Links - 107
- Winter Training Capital: Oro Valley Bicycling – 9
- Oro-Valley-Aquatic-Center -6

(122)

Business Listings (1282):

- Arizona-ATV-Adventures - 476
- Greater-Oro-Valley-Chamber-of-Commerce - 21
- Hilton-Tucson-El-Conquistador-Golf-Tennis-Resort – 283
- Red Lion Inn Suites – 39
- Oro-Valley-Aquatic-Center -34
- Sanofi -3
- Tohono-Chul (includes Garden Bistro & Greenhouse listings) - 377
- Tucson-Golf-Vacations-L-L-C - 5
- Western-National-Parks-Association-Store – 44

Oro Valley Section (1413):

- Homepage- 1413
- About -487
- Accommodations –380
- Restaurants - 151
- Arts & Entertainment - 207
- Outdoor Adventure – 160
- Winter Training Capitol – 28

Total = 2817

Oro Valley Analytics February 2016

- Outbound Links – 94
- Winter Training Capital: Oro Valley Bicycling – 5
- Oro-Valley-Aquatic-Center -2

(101)

Business Listings (1296):

- Arizona-ATV-Adventures - 538
- Greater-Oro-Valley-Chamber-of-Commerce - 14
- Hilton-Tucson-El-Conquistador-Golf-Tennis-Resort – 248
- Red Lion Inn Suites – 36
- Oro-Valley-Aquatic-Center -57
- Sanofi -5
- Oro Valley Bikes -7
- Tohono-Chul (includes Garden Bistro & Greenhouse listings) - 342
- Tucson-Golf-Vacations-L-L-C - 8
- Western-National-Parks-Association-Store – 41

Oro Valley Section (1479):

- Homepage- 1479
- About -560
- Accommodations –312
- Restaurants - 171
- Arts & Entertainment - 213
- Outdoor Adventure – 182
- Winter Training Capital – 41

Total = 2876

Oro Valley Analytics March 2016

- Outbound Links – 109
- Winter Training Capital: Oro Valley Bicycling – 13
- Oro-Valley-Aquatic-Center -7

(129)

Business Listings (1229):

- Arizona-ATV-Adventures - 520
- Greater-Oro-Valley-Chamber-of-Commerce - 15
- Hilton-Tucson-El-Conquistador-Golf-Tennis-Resort – 194
- Red Lion Inn Suites – 22
- Oro-Valley-Aquatic-Center -57
- Sanofi -3
- Oro Valley Bikes -5
- Tohono-Chul (includes Garden Bistro & Greenhouse listings) - 371
- Tucson-Golf-Vacations-L-L-C - 5
- Western-National-Parks-Association-Store – 37

Oro Valley Section (1337):

- Homepage- 1337
- About -425
- Accommodations –292
- Restaurants - 227
- Arts & Entertainment - 214
- Outdoor Adventure – 150
- Winter Training Capital – 26

Total = 2695



Town Council Regular Session

Item # C.

Meeting Date: 05/19/2016

Requested by: Amanda Jacobs

Submitted By: Amanda Jacobs, Town
Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

Greater Oro Valley Chamber of Commerce Quarterly Report: January 1, 2016 - March 31, 2016

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The 2015/16 Financial Participation Agreement (FPA) between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce (Chamber) stipulates that a quarterly report be compiled by the Chamber and submitted to Economic Development staff and Council. The enclosed report satisfies the FPA requirement for the third quarter of FY 2015/16.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2015/16 FPA between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce is \$30,000 from the Bed Tax Fund.

SUGGESTED MOTION:

N/A

Attachments

Chamber FPA

Chamber Second Quarter Report

RESOLUTION NO. (R)15-41

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A FINANCIAL PARTICIPATION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE GREATER ORO VALLEY CHAMBER OF COMMERCE

WHEREAS, pursuant to A.R.S. § 9-500.11, the Town may appropriate public monies for and in connection with economic development activities as long as there is adequate consideration; and

WHEREAS, the Town desires to continue to promote a business environment in Oro Valley that enhances economic vitality and improves the quality of life for its residents; and

WHEREAS, the Town of Oro Valley desires to enter into a Financial Participation Agreement with the Greater Oro Valley Chamber of Commerce; and

WHEREAS, it is in the best interest of the Town to enter into the Financial Participation Agreement with the Greater Oro Valley Chamber of Commerce, attached hereto as Exhibit "A" and incorporated herein by this reference, to set forth the terms and conditions of the Agreement.

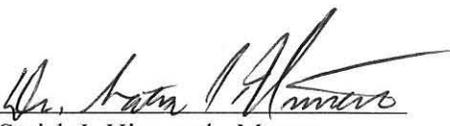
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

SECTION 1. The Financial Participation Agreement between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby authorized and approved.

SECTION 2. The Mayor and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 3rd day of June, 2015.

TOWN OF ORO VALLEY


Dr. Satish I. Hiremath, Mayor

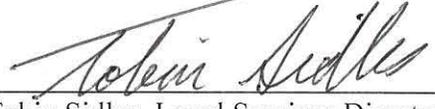
ATTEST:



Julie K. Bower, Town Clerk

Date: 6/4/15

APPROVED AS TO FORM:



Tobin Sidles, Legal Services Director

Date: 6/4/15

EXHIBIT “A”

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2015, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Greater Oro Valley Chamber of Commerce**, a non-profit corporation, hereinafter called the "Agency".

WITNESSETH

WHEREAS, it has been determined that the activities of Agency are in the public interest, and are such as to improve and promote the public welfare of the Town; and

WHEREAS, the Mayor and Council have determined that to financially participate in the promotion of the activities of Agency is a public purpose in that the activities confer direct benefit of a general character to a significant part of the public.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

Section 1: Statement of Purpose

Agency will provide tourism and visitor's services and information to Town residents and seasonal tourists and anyone indicating an interest in locating a business or residence in the Town.

Section 2: Services to be Performed by Agency

Agency performance measures outlined below are for Fiscal Year 2015/16 (July 1, 2015 – June 30, 2016). The performance measures for FY2016/17 (July 1, 2016 – June 30, 2017) will be determined prior to June 30, 2017. The performance measures for FY2017/18 (July 1, 2017 – June 30, 2018) will be determined prior to June 30, 2018.

1. Business Recruitment, Retention and Outreach

- a. The Chamber will continue to participate in the Town's Business Retention and Expansion (BR&E) Program.
- b. The Chamber will coordinate with at least 25 Oro Valley businesses and offer discounts, during the weekend of March 18 – 20, 2016 for the athletes participating in the Arizona Distance Classic.
- c. To expand upon the Shop Oro Valley campaign and the OV Dollars program, the Chamber will coordinate at least two "Shop Oro Valley" special events with Oro Valley businesses. One of the events will be held at the Oro Valley Annual Tree Lighting Ceremony.
- d. The Chamber will serve as a second distribution point for OV Dollars and will provide minimum total sales of \$15,000 during the period of this contract.
- e. The Chamber shall work to assist the Town in emphasizing the importance of supporting local retailers/businesses through educational and promotional efforts and will display the following materials at the Chamber offices: Shop Oro Valley

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Campaign and OV Dollars and other economic development related materials as deemed appropriate by the Chamber President/CEO and Economic Development Manager.

- f. The Chamber will coordinate with existing and new participants of the OV Dollars program and determine their interest in offering incentives, such as “on the first Tuesday of every month from 5 – 7 p.m. receive 10% off your purchase, when you use your OV Dollars card,” as part expanding the OV Dollars program.
2. Special Events
- a. The Chamber will coordinate ribbon cuttings for new Oro Valley businesses.
 - b. The Chamber will host four Oro Valley educational forums that will be open to members and non-members.
 - c. The Chamber will host a quarterly coffee with the ‘Mayor and Manager’ program that will be open to members and non-members and will be focused on topics occurring/impacting Oro Valley.
 - d. The Chamber will arrange volunteer meals for at least two Oro Valley major events, such as the Arizona Swimming Short Course State Championships and the State Golf Tournament Championships.
 - e. The Chamber will collect marketing material from Oro Valley area businesses that will be given to attendees and athletes, during special events. The material will be provided to the Economic Development Division one week prior to the day of the event.
 - f. The Chamber will assist in providing \$10 in OV Dollars to 500 athletes of the 2016 Arizona Distance Classic. The total cost will be split between the Town of Oro Valley, M3S Sports and Visit Tucson. The total cost the Chamber will provide the town is \$1,250.
 - g. During this Agreement, Town officials will attend Chamber breakfasts, luncheons and mixers free of charge as long as each official pre-registers for each event.
 - h. The Chamber will host at least two events at the Community and Recreation Center.
 - i. The Town will receive one complimentary table of 10 for the Annual Chamber meeting.
 - j. The Town will receive eight complimentary tables of 10 to the State of the Town of Oro Valley Address and Luncheon.
 - k. Annual Chamber membership dues to be paid by the Town shall be included as part of the monetary consideration of this Agreement.
 - l. During the term of this Agreement, the Agency will refrain from endorsing any candidate for Mayor or Council member of the Town of Oro Valley.

Section 3: Services to be Provided by the Town

All funding is subject to the Town’s budget appropriations. For this Agreement, up to Thirty Thousand Dollars (\$30,000) shall be allocated to Agency.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 4: Responsibility for Open Records

Agency agrees to open to the public all records relating to any funds directly received from the Town that Agency distributes to any organization and/or individual.

Section 5: Evaluation Criteria and Reporting

In order to assess the impact of Agency, the Town reserves the right to evaluate performance, and to have access to all pertinent information necessary to make evaluations.

- A. Agency agrees to submit to the Town, through the Economic Development Division, quarterly reports addressing the progress of Agency in achieving its Program of Work. Reports shall be submitted within thirty (30) working days of the end of each calendar quarter.
- B. Agency agrees to give explanations for any variance in the expected performance for each measure.
- C. Agency agrees to give projected performance for each measure through the end of the fiscal year (June 30th).
- D. Agency agrees to review and present such reports to the Town Council in open meetings on an “as requested” basis.

Section 6: Accountability

Agency shall maintain a true and accurate accounting system which meets generally accepted accounting principles, and which is capable of properly accounting for all expenditures and receipts of Agency on a timely basis. In addition, Agency shall maintain evidence of its compliance with the nondiscrimination provisions of this Agreement.

Agency’s accounting system shall permit separate, identifiable accounting for all funds provided by the Town pursuant to this Agreement.

Agency shall provide the Finance Department of the Town, within four (4) months after the close of Agency’s fiscal year, a copy of the financial audit of Agency’s operations by an independent certified public accountant, along with any management letter and, if applicable, Agency’s plan for corrective action.

If Agency does not have an audit, it shall submit within three (3) months after the close of its fiscal year, a complete accounting of Town funds received. This accounting must be approved by the Finance Department of the Town as sufficiently descriptive and complete.

If for good reason Agency cannot meet the times established for submission of financial reporting, Agency shall notify the Finance Department in writing the reason for the delay, provide an expected completion date and request a waiver of the due date.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

At any time during or after the period of this Agreement, the Town Finance Department and/or a Town agent may audit Agency's overall financial operation or compliance with the nondiscrimination clause of this Agreement for the Agreement period. Agency shall provide any financial reports, nondiscrimination policies and procedures or other documentation necessary to accomplish such audits.

Section 7: Matching Grants

Agency agrees to obtain Mayor and Council approval prior to applying for any matching grants involving the commitment of Town funds.

Section 8: Nondiscrimination

Agency, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to discriminations, biases, and/or limitations, including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Oro Valley Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary Town funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status. See Administrative Guidance Re: Non-Discrimination Policy for Programs Funded by the Town of Oro Valley, attached and incorporated herein by this reference.

Section 9: Sub-recipient Funding Agreements

Agency agrees to include in all of its sub-recipient funding agreements the nondiscrimination provisions contained in Section 8 herein.

Section 10: Term of Agreement

This Agreement shall be effective from July 1, 2015 through June 30, 2018. This Agreement may be extended at the sole option of the Town for additional fiscal year(s) only under the following conditions:

- A. The Mayor and Council of the Town determine the services of Agency are in the public interest and allocate funds therefore; and
- B. The parties mutually agree to a scope of services to be provided by Agency in any subsequent fiscal year.
- C. At the end of FY2017/18 the provisions of this agreement will be subject to review and renegotiations by the Town and the Chamber.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 11: Payment Withholding, Reduction, or Termination

The Town may withhold whole or part of the scheduled payment, reduce, or terminate funding allocations to Agency if:

- A. Services are not rendered.
- B. Agency fails to supply information or reports as required.
- C. Agency is not in compliance with agreed upon disbursement documentation and/or other project performance.
- D. Agency fails to make required payments to subcontractors.
- E. The Town has reasonable cause to believe Agency is not in compliance with the nondiscrimination clause of this Agreement.
- F. The Mayor and Council fail to appropriate all or part of the funds for this Agreement.

Such payment reductions or payment termination may result in Agency receiving a lesser total Town allocation under this Agreement than the maximum funding allocated. If reasons for withholding payments other non-appropriation of funds have been corrected to the satisfaction of the Town, any amounts due shall be processed.

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2018.

Section 12: Termination of Agreement

This Agreement may be terminated at any time by mutual written consent, or by either party giving thirty (30) days written notice to the other party or at such time, as in the opinion of the Town, Agency's performance hereunder is deemed unsatisfactory.

Section 13: Method of Payment

The parties have agreed that Agency will receive from the Town an amount not to exceed \$30,000 for FY2015/16, FY2016/17 and FY17/18. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2015. Payments are to be made within forty (40) days after the close of each preceding quarter.

Section 14: Indemnification

Agency agrees to indemnify, defend and save harmless the Town, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations,

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of Agency or of any subcontractor employed by Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the Town do not apply to employees or volunteers acting in any capacity for Agency.

Section 15: Independent Contractor

The parties stipulate and agree that Agency is not an employee of the Town and is performing its duties hereunder as an Independent Contractor, supplying its own employees and maintaining its own insurance, workers' compensation insurance and handling all of its own internal accounting. The Town in no way controls, directs or has any responsibility for the actions of Agency.

Section 16: Insurance

Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.
- D. Agency will provide and maintain minimum insurance limits as follows:

COVERAGE AFFORDED	LIMITS OF LIABILITY
1. Workers' Compensation	Statute
2. Employer's Liability	\$100,000
3. Comprehensive General Liability Insurance -- Including: (1) Products and Completed Operations (2) Blanket Contractual	\$1,000,000 - Bodily Injury and Combined Single Limit \$100,000 Property Damage

- D. Agency shall adequately insure itself against claims based upon unlawful discrimination and violation of civil rights. The cost of this insurance shall be borne by Agency.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 17. Use of the Town Logo

The Town Logo shall be used for the recognition of the Town's contribution to Agency only.

Section 18: Conflict of Interest

This Agreement is subject to the conflict of interest provisions of A.R.S. § 38-511, *et seq.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN OF ORO VALLEY, a municipal corporation



Dr. Satish I. Hiremath, as Mayor
and not personally

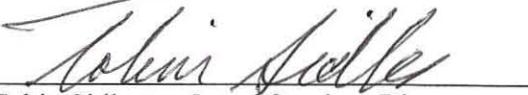
ATTEST:



Julie K. Bower, as Town Clerk
and not personally

Date: 6/4/15

APPROVED AS TO FORM:



Tobin Sidles, as Legal Services Director
and not personally

Date: 6/4/15

**Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT**

GREATER ORO VALLEY CHAMBER OF COMMERCE., a non-profit Corporation

David P. Perry
Agency Representative
and not personally

Title President / CEO

State of Arizona)
) ss.

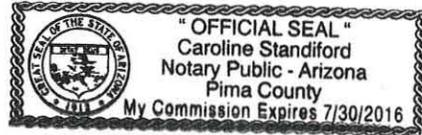
County of)

On this 9 day of JUNE, 2015, DAVID PERRY, 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 JUNE 9, 2015.

Caroline Standiford
Notary

My Commission Expires: 07/30/16





QUARTERLY PROGRESS REPORT

Jan. 1-March 31, 2016

Submitted To: Amanda Jacobs, Economic Development Manager

By: Dave Perry, President/CEO

In accordance with Resolution No. (R) 15-41

A. Tourism, Visitors Services and General Information

The Greater Oro Valley Chamber of Commerce has provided tourism and visitor’s services and information to Town residents and seasonal tourists and anyone indicating an interest in locating a business or residence in the Town over the past three months. Below is data on activity that the Chamber has addressed through this quarter:

Category	January	February	March	Total
1. Business Retention Site Visits	5	19	24	48
2. OV Dollars Distribution	0	\$20	\$75	\$95
3. Ribbon Cuttings	2	2	1	5
4. Breakfasts, lunches, mixers	6	2	16	24
5. Relocation Packages	19	16	9	44

1. The Chamber President and/or staff attended **Business Retention Site Visits** with the following Oro Valley businesses: **Arby’s, Al’s Tire, Jackson Hewitt Tax Service, Midwest Bullion Exchange, Inc., The Happy Saguaro, La Bella, My Gym, Sweet Repeats, Silk Expressions, Nakoma Sky, Trader Joe’s, Quizno’s, Papa John’s, Fruit Shack, Lifestyle Hearing Solutions, American Family Insurance, Arizona Endocrinology, Elkins and Pones, Hope Community Church, Today’s Patio, Catalina Smiles, Sprouts, Wild Birds, Marshall’s, Trouvaille Salon, Village Bakehouse, Table Talk, Venus Nails, Seville Cleaners, Alfonso Olive Oil, Dickey’s BBQ, Zounds, Nationwide Vision, Jack Furrier’s, Anthony’s Cigar, Petsmart, Leslie’s Swimming Pool, Planet Fitness, OfficeMax, UPS, Pier One Imports, FUWA Massage Reflexology, H&R Block, Great Clips, Oro Valley EyeCare, Uniquely Nails and Mattress Firm**
2. The Chamber will serve as a second distribution point for OV Dollars and will provide minimum **total sales of \$15,000** during the period of this contract. The Chamber distributed **\$95** in OV Dollars during the third quarter, a fiscal total of **\$12,700.**
3. The Chamber will coordinate ribbon cuttings for new Oro Valley businesses. Ribbon cuttings were held for: **Caliber Collision on Jan. 20; Giovanni’s Gelato on Jan. 28; Southern Arizona Urgent Care / Oro Valley Marketplace on Feb. 3; Edward Jones / Rachael LeFave on Feb. 10; Lucky Cat Social Art on March 10.**
4. The Chamber will host a quarterly coffee with the ‘Mayor and Manager’ program that will be open to members and non-members and will be focused on topics occurring/impacting Oro Valley. The Chamber hosted coffee with **Mayor Hiremath and Town Manager Greg Caton on Jan. 20**, and coffee with the **Mayor and Director Paul Keesler on March 16**, both at The Overlook restaurant.

5. The Chamber will arrange volunteer meals for at least two Oro Valley major events, such as the Arizona Swimming Short Course State Championships and the State Golf Tournament Championships. The Chamber made arrangements for **volunteer meals** at the **Arizona Swimming Short Course Age Group State Championships**, held at the **Oro Valley Aquatic Center March 10-13**. A total of **760 meals** were served.

6. The Chamber will assist in providing \$10 in OV Dollars to 500 athletes of the 2016 Arizona Distance Classic. The total cost will be split between the Town of Oro Valley, M3S Sports and Visit Tucson. The total cost the Chamber will provide the town is \$1,250. The Chamber paid **\$1,300** toward two Oro Valley Dollars initiatives -- **\$1,250 for contestants in the Arizona Distance Classic entrant rewards program**, and \$50 raffle prize for families who attend Musical Magic for Kids. The Chamber also arranged 16 discounts at Oro Valley businesses for Distance Classic participants the weekend of March 17.

7. Town officials took advantage of the free Chamber breakfasts, luncheons and mixers, to include **6** at coffee with the mayor and town manager in January, **1** mixer guest and **1** breakfast guest in February, **3** mixer guests and **13** at coffee with the mayor and DIS director in March.

8. **44** relocation packages were distributed in the third quarter.

Additional Information

In conjunction with the **Oro Valley Police Department**, the Chamber co-hosted an **Active Shooter workshop** for businesses on **Tuesday, March 22**, at the **Tangerine Road substation**. A total of **18 people** attended the free event.

In March, Perry participated in an interview with town staff regarding the **Oro Valley Main Street initiative**.

The Chamber hosted a **breakfast with Mountain Vista Fire Chief Cheryl Horvath** on **Feb. 25** at **The Overlook**; a **breakfast with Expect More Arizona** on **Jan. 28** at the **Oro Valley Country Club**; an **all-networking breakfast** at the **OVCC on March 31**.

Pima County Administrator Chuck Huckelberry spoke at the Chamber's **public policy committee** meeting **Feb. 4**.

The Chamber held a **networking mixer Feb. 4** at the **Encantada at Steam Pump apartments**.



Town Council Regular Session

Item # D.

Meeting Date: 05/19/2016

Requested by: Daniel G. Sharp

Submitted By: Colleen Muhr, Police
Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)16-17, authorizing and approving a High Intensity Drug Trafficking Area (HIDTA) grant agreement with the City of Tucson, allowing for one (1) officer to be assigned to the Pima County HIDTA Investigative Task Force

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Request is being made to enter into an agreement between the City of Tucson and the Town of Oro Valley for the participation and administration of a multi-agency Pima County HIDTA Task Force.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

There is no fiscal impact to the Town's budget as the salary and employee-related expenses are reimbursable under the \$119,983 grant. The total amount is included in the Town Manager's Recommended Budget for FY 2016/17.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)16-17, authorizing and approving a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson and the Town of Oro Valley, allowing for one (1) officer to be assigned to the Pima County HIDTA Investigative Task Force.

Attachments

(R)16-17 PCHITF Grant Agreement
PCHITF IGA



RESOLUTION NO. (R)16-17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF ORO VALLEY, ALLOWING FOR ONE (1) OFFICER TO BE ASSIGNED TO THE PIMA COUNTY HIDTA INVESTIGATIVE TASK FORCE (PCHITF)

WHEREAS, the Town of Oro Valley is authorized to establish and maintain the Oro Valley Police Department, pursuant to A.R.S. § 9-240 (B)(12); and

WHEREAS, the Town of Oro Valley desires to enter into a Grant Agreement with the City of Tucson for the participation and administration of a multi-agency High Intensity Drug Trafficking Area Task Force for a term effective January 1, 2016 through December 31, 2017; and

WHEREAS, it is in the best interest of the Town to enter into the Grant Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, in order to set forth the terms and conditions to provide for the health, safety and welfare of the residents in the Town of Oro Valley.

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

1. The Grant Agreement, attached hereto as Exhibit "A", between the Town of Oro Valley and the City of Tucson to participate in the High Intensity Drug Trafficking Area (HIDTA) Grant Agreement allowing for one (1) officer to be assigned to the Pima County HIDTA Investigative Task Force (PCHITF) is hereby authorized and approved.
2. The Mayor, Chief of Police and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Grant Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 19th day of May, 2016.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date:

Date:

EXHIBIT “A”



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

COT Grant Number *HT-16-2621*

This Grant Agreement is made this 1ST day of January 2016 by and between the CITY OF TUCSON hereinafter called "CITY" and GOVERNING BODY, through Oro Valley Police Department hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2016 and terminate on December 31, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the Pima County HIDTA Investigative Task Force (PCHITF).
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

Oro Valley Police Department
 11000 North La Cañada Drive
 Oro Valley, AZ 85737
 Attn: Chief of Police Daniel Sharp

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$68,786.00
Fringe Benefits	\$17,197.00
Overtime	\$34,000.00
Travel	\$0.00
Facilities	\$0.00
Services	\$0.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment (listed below)	\$0.00
TOTAL	\$119,983.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 2 CFR Part 2800 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.4.1, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 5000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.6 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

- 17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
- 18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$150,000, and provide written notification to the CITY, as indicated in 2 CFR 200.317 et al.
- 19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 2867.10 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
 Link: *Excluded Parties Listing System* <http://sam.gov>
- 20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
- 21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
- 22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
- 23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
- 24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 2 CFR 1401.300). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Chief of Police

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.

- F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: _____

Signature: _____

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



Town Council Regular Session

Item # E.

Meeting Date: 05/19/2016

Requested by: Daniel G. Sharp

Submitted By: Colleen Muhr, Police
Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)16-18, authorizing and approving a High Intensity Drug Trafficking Area (HIDTA) grant agreement with the City of Tucson, allowing for two (2) officers to be assigned to the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA)

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

A request is being made to enter into an agreement between the City of Tucson and the Town of Oro Valley for the participation and administration of a multi-agency HIDTA task force.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

There is no fiscal impact to the Town's budget as the salary and employee-related expenses are reimbursable under the \$198,158 grant. The total amount is included in the Town Manager's Recommended Budget for FY 2016/17.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)16-18, authorizing and approving a High Intensity Drug Trafficking Area grant agreement between the City of Tucson and the Town of Oro Valley, allowing for two (2) officers to be assigned to the Pima County/Tucson Metropolitan Counter Narcotics Alliance.

Attachments

(R)16-18 CNA Grant Agreement
CNA IGA



RESOLUTION NO. (R)16-18

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF ORO VALLEY ALLOWING FOR TWO (2) OFFICERS TO BE ASSIGNED TO THE PIMA COUNTY/TUCSON METROPOLITAN COUNTER NARCOTICS ALLIANCE (CNA)

WHEREAS, the Town of Oro Valley is authorized to establish and maintain the Oro Valley Police Department, pursuant to A.R.S. § 9-240 (B)(12); and

WHEREAS, the Town of Oro Valley desires to enter into a Grant Agreement with the City of Tucson for the participation and administration of a multi-agency High Intensity Drug Trafficking Area Task Force for a term effective January 1, 2016 through December 31, 2017; and

WHEREAS, it is in the best interest of the Town to enter into the Grant Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, in order to set forth the terms and conditions to provide for the health, safety and welfare of the residents in the Town of Oro Valley.

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

1. The Grant Agreement, attached hereto as Exhibit "A", between the Town of Oro Valley and the City of Tucson to participate in the High Intensity Drug Trafficking Area (HIDTA) Grant Agreement allowing for two (2) officers to be assigned to the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA) is hereby authorized and approved.
2. The Mayor, Chief of Police and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Grant Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 19th day of May, 2016.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date:

Date:

EXHIBIT “A”



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

COT Grant Number *HT-16-2606*

This Grant Agreement is made this 1ST day of January 2016 by and between the CITY OF TUCSON hereinafter called "CITY" and GOVERNING BODY, through Oro Valley Police Department hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2016 and terminate on December 31, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the Counter Narcotics Alliance (CNA).
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

Oro Valley Police Department
 11000 La Cañada Drive
 Oro Valley, AZ 85737
 Attn: Chief Daniel Sharp

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$116,766.00
Fringe Benefits	\$29,192.00
Overtime	\$52,200.00
Travel	\$0.00
Facilities	\$0.00
Services	\$0.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment (listed below)	\$0.00
TOTAL	\$198,158.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 2 CFR Part 2800 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.4.1, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 5000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.6 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards* when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$150,000, and provide written notification to the CITY, as indicated in 2 CFR 200.317 et al.
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 2867.10 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
 Link: *Excluded Parties Listing System* <http://sam.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 2 CFR 1401.300). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Chief of Police

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.

- F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: _____

Signature: _____

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



Town Council Regular Session

Item # 1.

Meeting Date: 05/19/2016

Requested by: Kristy Diaz-Trahan

Submitted By: Kristy Diaz-Trahan, Parks and Recreation

Department: Parks and Recreation

Information

SUBJECT:

RESOLUTION NO. (R)16-19, APPROVING THE NAME OF A PARK LOCATED AT THE NORTH END OF STEAM PUMP VILLAGE

RECOMMENDATION:

The Parks & Recreation Advisory Board unanimously approved two names for consideration of the park located at the north end of Steam Pump Village. Staff is supportive of either name.

EXECUTIVE SUMMARY:

The Youth Advisory Council (YAC) developed a list of five potential names for the natural park space that is located north of the Encantada at Steam Pump apartments. The YAC list was presented to the Parks & Recreation Advisory Board (PRAB) on April 19, 2016, for consideration. The PRAB narrowed the list to two for Council's consideration.

The top two names are:

- Principios Park – Spanish meaning of beginnings
- Tho'ag Park – Tohono O'Odham word for mountain

BACKGROUND OR DETAILED INFORMATION:

Evergreen Devco, Inc., the developer of Steam Pump Village, dedicated the 1.72 acre open space parcel located at the northeastern end of the development to the Town in July 2010. This dedication was part of a transaction that enabled the facilitation of the construction of BASIS Oro Valley. Following an appraisal of the property, Town Council accepted the deed for the property at its July 21, 2010 meeting.

HSL Steam Pump, LLC proposed a 288-unit apartment complex, Encantada at Steam Pump, adjacent to the Town-owned open space parcel. Through the development review process, the complex was required to have a drainage area. A proposal was set forth in which HSL would be allowed to use part of the park for its drainage purposes, as

long as it installed and maintained improvements to support recreational use by the public. Without utilizing part of the park as the drainage area, HSL would have been required to significantly re-design its development to include an underground detention basin. Beginning in 2012, Town staff worked with HSL to draft an agreement that delineated the responsibilities for this area.

The final easement agreement was approved by Town Council at its March 6, 2013 meeting. The agreement provided an easement to HSL for perpetual drainage maintenance, and they were required to construct certain improvements on the park property. The easement agreement ensured that the park improvements were provided and maintained in perpetuity, regardless of future ownership of the apartments, at no cost to the Town. HSL and any subsequent owner will be responsible for the maintenance of the improvements. General maintenance of the remainder of the property will continue to be the responsibility of the Town.

HSL was required to provide: parking spaces, a pedestrian path connection to the CDO Shared Use Path, bicycle parking, access to a picnic area, picnic tables, benches, trash and recycling receptacles, a water fountain, park signage, a drainage area, and for the transplantation of additional trees. Consequently, Town staff reviewed the park amenities following construction by HSL. These amenities were approved in late September 2014.

The Town of Oro Valley Naming and Branding Resolution (No. (R)12-18) states that *Park and open space names should be chosen keeping in mind continuity and relevance to the community. Park and open space names that are similar to existing parks or properties in the greater Oro Valley area should be avoided in order to minimize confusion.*

The Parks & Recreation Advisory Board (PRAB) recommended that the Youth Advisory Council (YAC) develop a “short list” of names for consideration. Members of the YAC presented five names for consideration during the PRAB April 19, 2016 meeting. The names have been researched for relevance, authenticity, and ensured no other area park had the same or similar name. Names and justification included:

El Principio Park

El principio is a Spanish word meaning “the beginning.” This name is relevant for this location because it is a natural park and is still the way it was since the beginning of its existence. It is also located at the beginning of a trail used both for cycling and running. The park is located on the Northern side of the Encantada apartment homes and would be well-suited for this name for many reasons. It is a natural water basin that has not been altered in any way other than by the addition of a few benches, trash cans, and some decomposed granite. This park has not been altered to be more aesthetic in any way, any park visitor can still enjoy the trees and shrubs that have been there since before the development of Encantada. It is located at the beginning of some bike paths and could be a useful trailhead for many cyclists and runners. The cyclists can even ride straight into the park because it is sidewalk accessible. This name is both relevant to the park’s history and its location.

Coyote Melon Park

Should the name Coyote Melon Park be chosen for this natural and beautiful area, it should be known that the name holds historical, educational, and cultural importance. The most obvious reason to give the park this name is because Coyote Melons are an actual fruit that grow in the area. Historically speaking, by naming the park Coyote Melon Park we would be honoring the mythology of the Tohono O'odham and other native cultures. The fruit contains some of the most, bitter compounds in the world, yet has nutritious seeds, so it was named the coyote melon because the coyote is known as a trickster in Tohono O'odham legends. With the name Coyote Melon in the public's mind, they will be educated about this often ignored native species. In addition to the historical and cultural benefits the park name would hold, the name, Coyote Melon, would spark a lot of interest as it is a bit of a peculiar name. With a name as unique as Coyote Melon, residents would flock there with curiosity. The name is elegant, relevant, exciting, fun, and memorable!

Pristino Park

If you ever have visited the park, you could not help to notice that the park is untouched and fresh. "Prístino" is Spanish for many clean synonyms such as pristine, clean, fresh, untouched, and many more synonyms that one can think of. The reason we bring "Prístino" up is because the park is truly untouched and no construction has been set to work on it because of its exquisiteness. In other words, we don't need to work on it because it was already laid out perfectly. During our visit to the park we noticed many untouched features that were gorgeous.

Tho'ag Park OR Tho'ag Akimel Park

The last two names are a bit different in nature. The Youth Advisory Council wanted to provide the Parks and Recreation Advisory Board with options that pay homage to the Tohono O'odham people. The Tohono O'odham people are indigenous to this area and their presence is very well noted at nearby Catalina State Park, but there are no parks in Oro Valley with any Native American names.

Akimel is the Tohono O'odham word for river. Tho'ag Akimel translates to "mountain river". There is a wash alongside the park at Encantada. If one were to follow the wash east, it would become clear that the water that fills the wash is from the mountain. Due to its proximity, and AC's wish to pay homage to the indigenous people of Oro Valley, YAC would recommend that PRAB consider naming the park at Encantada Tho'ag Akimel Park.

Tho'ag is the Tohono O'odham word for mountain. It is difficult to go anywhere in Oro Valley and ignore or be unaware of our beautiful mountain view. Furthermore, the Park at Encantada and the trail that is headed at the park have beautiful views of the Catalina Mountains. It is also very close to the State Park, it is possible to run from the park at Encantada, through the Marketplace, across Oracle Rd at the stop light and into the State Park. Given these reasons, OYAC recommends that PRAB take our recommendation to name the park at Encantada Tho'ag Park.

The PRAB were deeply pleased with the YAC's work and thanked them for their

thoughtfulness and level of detail. After discussions, the PRAB supported two names for Council consideration:

- Principios Park – Spanish meaning of beginnings
- Tho'ag Park – Tohono O'Odham word for mountain

FISCAL IMPACT:

Approximately \$2,000 for the installation of a park sign.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)16-19, officially naming the park located at the north end of Steam Pump Village as Principios Park.

OR

I MOVE to (approve or deny) Resolution No. (R)16-19, officially naming the park located at the north end of Steam Pump Village as Tho'ag Park.

Attachments

(R)16-19 Officially Naming Park Near La Encantada Apartments

RESOLUTION NO. (R)16-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING AN OFFICAL PARK NAME FOR THE NATURAL PARK SPACE LOCATED NORTH OF THE LA ENCANTADA APARTMENTS

WHEREAS, on April 4, 2012, Council approved Resolution No. (R)12-18 amending the Town of Oro Valley's Naming and Branding Policy; and

WHEREAS, the Youth Advisory Council (YAC) developed a list of five potential names for the natural park space located north of the La Encantada Apartments; and

WHEREAS, On April 19, 2016, YAC presented the list of potential park names to the Parks and Recreation Advisory Board (PRAB), who then narrowed the list to two names for the Town's consideration; and

WHEREAS, the two names are "Principios Park" (Spanish word for beginnings) and "Tho'ag Park" (Tohono O'Odham word for mountain); and

WHEREAS, the names presented are consistent with the requirements in the Town of Oro Valley's Naming and Branding Policy; and

WHEREAS, it is in the best interest of the Town to choose an official park name for the natural park space located north of the La Encantada Apartments

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the official park name has been chosen and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Council have chosen the name of _____ as the official park name for the natural park space located north of the La Encantada Apartments.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 19th day of May, 2016.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

Date: _____

ATTEST:

Julie K. Bower, Town Clerk

Date: _____



Town Council Regular Session

Item # 2.

Meeting Date: 05/19/2016

Requested by: Stacey Lemos

Submitted By: Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING AN ENERGY EFFICIENCY IMPROVEMENT PROJECT AT THE ORO VALLEY COMMUNITY CENTER

RECOMMENDATION:

This item was originally presented by staff at the May 4, 2016 regular Council meeting where Council moved to have this item placed on tonight's agenda for consideration and possible action. Staff recommends moving forward with the energy efficiency project at the Oro Valley Community Center following Option B, as outlined below, to include the replacement of aged HVAC units, evaporative coolers, lighting retrofits within the buildings and on the tennis courts, hot water heater replacements, pool heater and pump replacements, an irrigation system replacement and the installation of solar photovoltaic panels in the facility parking lot.

This is a comprehensive option that continues the Town's commitment to green building and energy efficiency. With the inclusion of the solar panels in this option, the Town continues its efforts in this area from the solar project completed on the Town Hall campus back in 2010, with the added side benefit of providing shade-covered parking for patrons and members at the Community Center, while offsetting a portion of the electricity needs of the facility.

EXECUTIVE SUMMARY:

Town staff has been working with Trane Energy Services and Controls (Trane) to evaluate the possibility of implementing an energy savings and efficiency project at the Oro Valley Community Center. Given that this facility is about 30 years old and has outdated systems, there is ample opportunity to achieve significant energy savings and efficiencies to cover the cost of this project over time. This would be a budget neutral project with no need for upfront funding from the Town whereby the improvements would be financed over a set period of time, and the energy savings from the project would be used to pay the financing costs of the project. This is similar in concept to the energy efficiency and solar project completed by the Town in 2010 for the Town Hall campus facilities.

Staff has asked Trane to prepare two project options for Town Council consideration based on a preliminary assessment of the property that included onsite property surveys and review of past utility bills. The first option (Option A) consists of a project that includes the replacement of aged HVAC units, evaporative coolers, lighting retrofits within the buildings and throughout the 31 lighted tennis courts at both tennis locations, hot water heater replacements, pool heater and pump replacements and an irrigation pumping system replacement on the Conquistador golf course. This project is estimated to cost \$1.6 million and generate annual savings of approximately \$177,000 in water, gas, electric and maintenance costs.

The second option (Option B) consists of a project that includes all of the energy efficiency measures within Option A, plus the installation of solar photovoltaic panels over a reconfigured parking space layout in the Community Center parking lot. It is estimated that this project would cost \$2.7 million and generate annual savings of approximately \$211,000, including the offset of approximately 42% of the electricity needs of the Community Center with the solar panels.

Staff is asking for Council consideration and direction to move forward with either Option A or Option B this evening. Once direction is received, the Town will sign a Letter of Commitment with Trane to have them begin a more detailed energy analysis and investment grade audit in order to develop more accurate project specifications. As part of the more detailed analysis to come on this project, staff will research the merits of entering into a guaranteed performance energy contract with Trane, whereby the annual energy savings is guaranteed, otherwise Trane pays the Town the difference if the projected energy savings levels are not met.

BACKGROUND OR DETAILED INFORMATION:

Town staff has been working with Trane, the Town's current vendor for HVAC systems and maintenance, to evaluate the feasibility of implementing energy efficiency measures at the Oro Valley Community Center. Given that this facility is nearly 30 years old, many of the systems under consideration are past their useful lives and in need of replacement and upgrade. One of the goals of this project is to have it be 100% self-funded from beginning to end, with no up front capital cost required by the Town. In order to finance these improvements, the Town would look at various funding options to include low-interest bond financing, tax-exempt leases, and utility rebates from Tucson Electric Power and other utility providers. The annual energy savings from this project would be allocated toward paying off the financing of these improvements over a 10-16 year timeframe. Staff would ensure that the financing term of the improvements does not exceed the useful lives of these improvements. Moving forward with this project will allow the Town to invest in new, efficient infrastructure at the Community Center within existing budget capacity.

Attached to this Council Communication as Exhibit 1 is the Preliminary Assessment prepared by Trane which outlines Option A and Option B, as described above. This Exhibit provides greater detail into the various energy efficiency measures recommended, including the HVAC unit retrofit, lighting upgrades, pool system

improvements, hot water heater replacements, irrigation pumping system replacement at the Conquistador golf course and the installation of solar photovoltaic parking structures. The preliminary analysis shows the estimated annual electric, natural gas, water and maintenance savings for each measure, as well as the estimated project cost for each. This information will be refined during the investment grade energy audit process that will begin after staff receives Council direction this evening.

The energy efficiency measures being discussed with this project specifically relate to the Oro Valley Community Center. These would be funded entirely with energy savings budgeted within the Community Center Fund, and do not include any other Town locations or sites. It is the intent that this project would have no impact on the Town's General Fund. To consider improvements at other locations around Town would commingle project costs and savings from other Town funds, such as the General Fund. With the energy efficiency project that was completed in 2010, significant facility, lighting, solar and HVAC system upgrades were completed at that time, which have significantly reduced annual energy costs town-wide since then, leaving limited opportunities to achieve a return on investment sufficient enough to pay for additional improvements in these other areas.

It is important to note that if Council decides to move forward with either Option A or B, this would cause the Town to enter into a debt financing (either through the issuance of bonds, a tax-exempt lease or a combination of both) to pay for the proposed measures at the Community Center. This assumes that the Town will continue to own this facility at least throughout the financing term of either option. Should the Town decide to sell or cede ownership of all or a portion of this property before the debt financing is paid off, the Town may be obligated to pay off the debt early, which could negatively impact other funds of the Town.

In terms of next steps, if Council provides direction to move forward with this project, Trane will perform a detailed investment grade energy audit that could take up to a month to complete, staff will research in greater detail the financing options for this project, and a more complete project assessment will be prepared by Trane. This information, along with recommended financing options, will be presented to Council this summer with the goal of the project commencing shortly thereafter during the summer months. It is likely that the project construction phasing will begin with HVAC and evaporative cooler replacements, the irrigation pumping system replacement and the lighting retrofits, followed by the smaller measures, and will conclude with the installation of the solar panel parking structures to be installed on a reconfigured parking lot layout at the facility. It is anticipated that a more definitive project timeline will be developed over the next few months and will be presented to Council with the above-mentioned information.

FISCAL IMPACT:

In the two options provided by Trane, both options are cash flow positive in the first year as detailed in the last two pages of the attachment, Pro Forma - Option A and Pro Forma - Option B. That is, the estimated annual energy savings exceeds the estimated annual cost of financing the project. Option A illustrates the \$1.6 million project cost being repaid within 10 years, with estimated annual energy and O&M savings of \$177,000 in year 1 growing to over \$229,000 in year 10 (see Total Annual Savings column in Pro Forma - Option A).

Option B illustrates the \$2.7 million project being repaid within 16 years, with estimated annual energy and O&M savings of \$211,000 in year 1 growing to over \$342,000 in year 16 (see Total Annual Savings column in Pro Forma - Option B). This longer payback term for Option B is consistent with the payback terms of the Town's existing Clean Renewal Energy Bonds that were issued in 2010 to finance the costs of the solar panel structures on the Town Hall campus. This payback term is expected due to the higher cost of the solar panel infrastructure; however, the useful life of the solar panel system is approximately 30 years, and the estimated annual net cash flow with Option B is higher than Option A.

It is anticipated that this project will not impact the Town's General Fund, will be 100% self-funded by the energy savings achieved within the Community Center Fund and will provide much-needed infrastructure improvements within the existing budget capacity of the Community Center Fund. It is important to note that these project expenses will be paid whether the project is approved or not by maintaining the current utility expenses. By replacing the aged equipment now through this self-funded structure, the Town will be able to avoid non-budgeted future capital costs to replace these items in the future.

Should Council direct staff to proceed with Option B, the FY 2016/17 Tentative Budget amount (also presented for Council approval on tonight's agenda) would need to be increased by \$3 million to add budget capacity to spend the financing sources (e.g. bond funds or loan proceeds) secured by the Town for completion of these project improvements during FY 2016/17. A new fund within the FY 2016/17 budget would be created (e.g. Energy Efficiency Project Fund) to account for the funding sources and expenditures related to this project. Although the preliminary assessment report from Trane estimates Option B costing \$2.7 million, staff recommends increasing the budget cap by \$3 million to allow for any project contingencies or adjustments in final project pricing when the investment grade audit is completed.

SUGGESTED MOTION:

I MOVE to direct staff to proceed with an energy efficiency project at the Oro Valley Community Center following (Option A or Option B).

or

I MOVE to...

Attachments

Exhibit 1 - Preliminary Assessment

2016

PRELIMINARY ASSESSMENT



Zbuka, Jon

Trane Building Advantage

4/23/2016



ORO VALLEY, *it's in our nature*

EXECUTIVE SUMMARY

Trane is pleased to deliver this *Preliminary Assessment* to the **Town of Oro Valley**. Trane has conducted onsite surveys, reviewed utility bills (some were unavailable due to property ownership changes) and reviewed the current HVAC, Lighting, Pools Systems, Domestic Hot Water Heaters, Irrigation Pumping System and PV Solar Parking Structures at the Oro Valley Recreation Center. Using the available utility information, Energy Star Portfolio Manager and a Trace 700 energy model of the facility, the current Energy Utilization Index (EUI) of the facility was calculated to be 200,472 BTU/SQFT-YR. Comparing the existing EUI with other properties in the region, there appears to be a substantial opportunity to reduce energy consumption at the Oro Valley Recreation Center. Trane believes the project described below can reduce the current EUI from 200,472 BTU/SQFT-YR to 80,043 BTU/SQFT-YR.

The Energy Conservation Measures (ECMs) to reduce the overall energy consumption of the Oro Valley Recreation Center are outlined below and will be thoroughly evaluated during Trane's *Detailed Assessment* phase of the project.

Preliminary Project's Energy Saving Summary:

Option A Description	Water Total (\$)	Electric Total (\$)	Natural Gas Total (\$)	Maintenance Savings Total (\$)	Total Savings (\$)	Project Cost (\$)
Energy Conservation Measures	\$90,000	\$63,594	\$12,974	\$10,000	\$176,568	\$1,555,060

Option B Description	Water Total (\$)	Electric Total (\$)	Natural Gas Total (\$)	Maintenance Savings Total (\$)	Total Savings (\$)	Project Cost (\$)
Energy Conservation Measures	\$90,000	\$98,384	\$12,974	\$10,000	\$211,359	\$2,719,546



Trane has prepared two projects - Option A and Option B. Plan A includes HVAC, Lighting, Pools Systems, Domestic Hot Water Heaters and Irrigation Pumping System. Plan B includes the ECM's from Plan A with the addition of PV Solar Parking Structures. Trane estimates there is approximately \$176,568 in energy and maintenance savings that could be realized with an investment of \$1,555,060 in Option A. The estimates for Option B are approximately \$211,359 in energy and maintenance savings that could be realized with an investment of \$2,719,546. An itemized description of the individual ECMs are outline below.

ECM 1 - HVAC UNIT RETROFIT

Trane has performed an analysis of the existing HVAC systems, their application and method of control. We have determined that the existing units have all surpassed their industry standard life cycle and propose to replace each with higher efficiency models. We also recognize an opportunity to consolidate multiple small capacity units serving common areas, reconfigure constant volume air distribution to variable air flow, and institute a universal control approach to the facility as a whole, given its multi-functional applications and time schedules, driven by activities, occupancy (CO2), heat load, all with user (facility personnel) friendly flexibility.

The existing kitchen ventilation system is presently comprised of evaporative coolers, which are also beyond their life cycle and do not meet standards that the facility requires. We propose to install mechanical cooling units with ambient sub cooling and economizing capabilities.

HVAC Unit Retrofits - Energy Saving Summary:

Description	Electric Total (\$)	Natural Gas Total (\$)	Water Total (\$)	Maintenance Total (\$)	Total Savings (\$)	Project Cost (\$)
ECM 1 – HVAC Unit Retrofit	\$30,133			\$6,000	\$36,133	\$500,814



ECM 2 - LIGHTING UPGRADE

Trane has performed a lighting audit on the Community Center and Pusch Ridge interior lighting and tennis courts. The existing lighting is a combination of T-12 fluorescent, T-8 fluorescent and incandescent fixtures. The exterior lighting is HID and metal halide.

Lighting Upgrade - Energy Saving Summary:

Description	Electric Total (\$)	Natural Gas Total (\$)	Water Total (\$)	Maintenance Total (\$)	Total Savings (\$)	Project Cost (\$)
ECM 2 – Lighting Upgrade	\$32,253			\$4,000	\$36,253	\$547,761

ECM 3 - POOL SYSTEMS

We have audited the existing pool heaters and pumps and are proposing to replace the heaters with 94% efficiency gas fired heaters, the pumps with variable speed high efficiency replacements, and install automated pool covers on both pools which would provide insulation during the unoccupied periods, reduce evaporation in summer months and provide a barrier from dirt and airborne particulars in monsoons and haboobs.

Pool Systems - Energy Saving Summary:

Description	Electric Total (\$)	Natural Gas Total (\$)	Water Total (\$)	Maintenance Total (\$)	Total Savings (\$)	Project Cost (\$)
ECM 3 – Pool Systems		\$12,240			\$12,240	\$71,394

ECM 4 - DOMESTIC HOT WATER HEATERS

The existing four (4) domestic hot water heaters have surpassed their life expectancy and given their usage we propose to install 95% efficient instantaneous type replacements that will respond to usage, but provide efficiency in unoccupied periods.



Domestic Hot Water Heaters - Energy Saving Summary:

Description	Electric Total (\$)	Natural Gas Total (\$)	Water Total (\$)	Maintenance Total (\$)	Total Savings (\$)	Project Cost (\$)
ECM 4 – Domestic Hot Water Heaters		\$735			\$735	\$31,654

ECM 5 – Irrigation Pumping System

Furnish and install a replacement irrigation pump station at the northern location. Inclusive in the package are high efficiency motors, variable frequency drives, flow meter, and programmable logic controller with remote control management.

Irrigation Pumping System - Energy Saving Summary:

Description	Electric Total (\$)	Natural Gas Total (\$)	Water Total (\$)	Maintenance Savings Total (\$)	Total Savings (\$)	Project Cost (\$)
ECM 5 – Irrigation Pumping System	\$1,209		\$90,000		\$91,209	\$190,855

ECM 6 – PV Solar Parking Structure

Provide a complete turnkey installation of a 418.88 kW Solar Photovoltaic covered parking system at the Community Center.

PV Solar Parking Structure - Energy Saving Summary:

Description	Electric Total (\$)	Natural Gas Total (\$)	Water Total (\$)	Maintenance Total (\$)	Total Savings (\$)	Project Cost (\$)
ECM 6 – PV Solar Parking Structure	\$34,790				\$34,790	\$1,164,486



PRO FORMA – OPTION A

Project Cost =	\$1,555,060
Utility Rebates =	\$46,222
First Cost =	\$1,508,839
O&M Cost Avoidance (per year) =	\$10,000
New O&M Costs (per year) =	\$0

Cost of Capital =	3.0%
Year 2-25 Utility Inflation Rate =	3.0%
Term =	10
Equipment Useful Life =	20
O&M Yearly Inflation Rate =	2.0%

CASH FLOW	Savings				Costs		Cash Flow	
	Projected Energy Savings	O&M Cost Avoidance	Total Annual Savings	Cumulative Savings	Project Cost	Total Annual Costs	Annual Net Cash Flow	Cumulative Cash Flow
Year 1	\$166,568	\$10,000	\$176,568		(\$176,431)	(\$176,431)	\$137	\$137
Year 2	\$171,565	\$10,200	\$181,765	\$358,333	(\$176,431)	(\$176,431)	\$5,334	\$5,472
Year 3	\$176,712	\$10,404	\$187,116	\$545,450	(\$176,431)	(\$176,431)	\$10,685	\$16,157
Year 4	\$182,014	\$10,612	\$192,626	\$738,075	(\$176,431)	(\$176,431)	\$16,195	\$32,352
Year 5	\$187,474	\$10,824	\$198,298	\$936,373	(\$176,431)	(\$176,431)	\$21,867	\$54,219
Year 6	\$193,098	\$11,041	\$204,139	\$1,140,512	(\$176,431)	(\$176,431)	\$27,708	\$81,927
Year 7	\$198,891	\$11,262	\$210,153	\$1,350,665	(\$176,431)	(\$176,431)	\$33,722	\$115,649
Year 8	\$204,858	\$11,487	\$216,345	\$1,567,010	(\$176,431)	(\$176,431)	\$39,914	\$155,563
Year 9	\$211,004	\$11,717	\$222,720	\$1,789,730	(\$176,431)	(\$176,431)	\$46,289	\$201,852
Year 10	\$217,334	\$11,951	\$229,285	\$2,019,015	(\$176,431)	(\$176,431)	\$52,854	\$254,706
Year 11	\$223,854	\$12,190	\$236,044	\$2,255,058	\$0	\$0	\$236,044	\$490,749
Year 12	\$230,569	\$12,434	\$243,003	\$2,498,061	\$0	\$0	\$243,003	\$733,752
Year 13	\$237,486	\$12,682	\$250,169	\$2,748,230	\$0	\$0	\$250,169	\$983,921
Year 14	\$244,611	\$12,936	\$257,547	\$3,005,777	\$0	\$0	\$257,547	\$1,241,468
Year 15	\$251,949	\$13,195	\$265,144	\$3,270,921	\$0	\$0	\$265,144	\$1,506,612
Year 16	\$259,508	\$13,459	\$272,966	\$3,543,888	\$0	\$0	\$272,966	\$1,779,579
Year 17	\$267,293	\$13,728	\$281,021	\$3,824,908	\$0	\$0	\$281,021	\$2,060,600
Year 18	\$275,312	\$14,002	\$289,314	\$4,114,223	\$0	\$0	\$289,314	\$2,349,914
Year 19	\$283,571	\$14,282	\$297,854	\$4,412,076	\$0	\$0	\$297,854	\$2,647,768
Year 20	\$292,078	\$14,568	\$306,646	\$4,718,723	\$0	\$0	\$306,646	\$2,954,414
Totals	\$4,475,748.99	\$242,973.70	\$4,718,723		(\$1,764,308.78)	(\$1,764,309)	\$2,954,414	



PRO FORMA – OPTION B

Project Cost = \$2,719,546
 Utility Rebates = \$46,222
 First Cost = \$2,673,325
 O&M Cost Avoidance (per year) = \$10,000
 New O&M Costs (per year) = \$0

Cost of Capital = 3.0%
 Year 2-25 Utility Inflation Rate = 3.0%
 Term = 16
 Equipment Useful Life = 30
 O&M Yearly Inflation Rate = 2.0%

CASH FLOW	Savings				Costs		Cash Flow	
	Projected Energy Savings	Solar Benefit	Total Annual Savings	Cumulative Savings	Project Cost	Total Annual Costs	Annual Net Cash Flow	Cumulative Cash Flow
Year 1	\$176,568	\$34,790	\$211,359		(\$210,979)	(\$210,979)	\$380	\$380
Year 2	\$181,865	\$36,355	\$218,221	\$429,579	(\$210,979)	(\$210,979)	\$7,242	\$7,622
Year 3	\$187,321	\$37,990	\$225,311	\$654,890	(\$210,979)	(\$210,979)	\$14,332	\$21,954
Year 4	\$192,941	\$39,697	\$232,638	\$887,528	(\$210,979)	(\$210,979)	\$21,659	\$43,613
Year 5	\$198,729	\$41,480	\$240,209	\$1,127,737	(\$210,979)	(\$210,979)	\$29,230	\$72,842
Year 6	\$204,691	\$43,341	\$248,032	\$1,375,769	(\$210,979)	(\$210,979)	\$37,053	\$109,896
Year 7	\$210,832	\$45,286	\$256,117	\$1,631,886	(\$210,979)	(\$210,979)	\$45,138	\$155,034
Year 8	\$217,157	\$47,316	\$264,472	\$1,896,358	(\$210,979)	(\$210,979)	\$53,494	\$208,528
Year 9	\$223,671	\$49,436	\$273,107	\$2,169,466	(\$210,979)	(\$210,979)	\$62,129	\$270,656
Year 10	\$230,381	\$51,650	\$282,032	\$2,451,498	(\$210,979)	(\$210,979)	\$71,053	\$341,709
Year 11	\$237,293	\$53,962	\$291,255	\$2,742,753	(\$210,979)	(\$210,979)	\$80,276	\$421,986
Year 12	\$244,412	\$56,377	\$300,789	\$3,043,542	(\$210,979)	(\$210,979)	\$89,810	\$511,795
Year 13	\$251,744	\$58,898	\$310,642	\$3,354,184	(\$210,979)	(\$210,979)	\$99,663	\$611,458
Year 14	\$259,296	\$61,531	\$320,827	\$3,675,011	(\$210,979)	(\$210,979)	\$109,848	\$721,307
Year 15	\$267,075	\$64,280	\$331,355	\$4,006,366	(\$210,979)	(\$210,979)	\$120,376	\$841,683
Year 16	\$275,087	\$67,150	\$342,238	\$4,348,603	(\$210,979)	(\$210,979)	\$131,259	\$972,942
Year 17	\$283,340	\$70,148	\$353,488	\$4,702,091	\$0	\$0	\$353,488	\$1,326,429
Year 18	\$291,840	\$73,277	\$365,117	\$5,067,208	\$0	\$0	\$365,117	\$1,691,547
Year 19	\$300,595	\$76,545	\$377,140	\$5,444,349	\$0	\$0	\$377,140	\$2,068,687
Year 20	\$309,613	\$79,957	\$389,570	\$5,833,919	\$0	\$0	\$389,570	\$2,458,257
Year 21	\$318,902	\$83,519	\$402,421	\$6,236,340	\$0	\$0	\$402,421	\$2,860,679
Year 22	\$328,469	\$87,239	\$415,708	\$6,652,048	\$0	\$0	\$415,708	\$3,276,386
Year 23	\$338,323	\$91,123	\$429,446	\$7,081,494	\$0	\$0	\$429,446	\$3,705,832
Year 24	\$348,473	\$95,178	\$443,650	\$7,525,144	\$0	\$0	\$443,650	\$4,149,482
Year 25	\$358,927	\$99,411	\$458,338	\$7,983,482	\$0	\$0	\$458,338	\$4,607,820
Year 26	\$369,695	\$103,831	\$473,526	\$8,457,007	\$0	\$0	\$473,526	\$5,081,345
Year 27	\$380,785	\$108,446	\$489,231	\$8,946,238	\$0	\$0	\$489,231	\$5,570,577
Year 28	\$392,209	\$113,264	\$505,473	\$9,451,711	\$0	\$0	\$505,473	\$6,076,049
Year 29	\$403,975	\$118,294	\$522,269	\$9,973,980	\$0	\$0	\$522,269	\$6,598,318
Year 30	\$416,094	\$123,545	\$539,639	\$10,513,619	\$0	\$0	\$539,639	\$7,137,957
Totals	\$8,400,304	\$2,113,315	\$10,513,619		(\$3,375,661.75)	(\$3,375,661.75)	\$7,137,957	





Town Council Regular Session

Item # 3.

Meeting Date: 05/19/2016

Requested by: Stacey Lemos

Submitted By: Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

PUBLIC HEARING: RESOLUTION NO. (R)16-20, ADOPTION OF THE TENTATIVE BUDGET FOR FY 2016/17 AND SETTING THE LOCAL ALTERNATIVE EXPENDITURE LIMITATION FOR FY 2016/17

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

This item is for Council consideration and adoption of the Town's Tentative Budget for FY 2016/17 in the amount of \$117,885,698, a \$516,750 increase from the FY 2016/17 Recommended Budget of \$117,368,948, presented on April 6, 2016.

Should Council approve moving forward with the energy efficiency improvement project at the Oro Valley Community Center, presented earlier on tonight's agenda, the Tentative Budget for FY 2016/17 will be increased by \$3 million to \$120,885,698 in order to provide sufficient budget capacity to account for the financing sources (e.g. bond funds or loan proceeds) secured by the Town for completion of this project within a new, separate fund to be added in the budget.

Adoption of this resolution will also set the maximum local expenditure limitation at this amount. Once the limitation is set, expenditures for the year may not exceed that amount. The Council has the authority to make changes to the budget prior to the final budget adoption scheduled for June 1, 2016; however, the total amount of the final budget may not exceed the expenditure limitation set this evening. The Council also has the authority to modify the budget throughout the fiscal year.

BACKGROUND OR DETAILED INFORMATION:

Staff presented the FY 2016/17 Manager's Recommended Budget in the amount of \$117,368,948 at the April 6, 2016 regular Town Council meeting. This presentation, along with the full copy of the Recommended Budget, has been posted on the Town's website, www.orovalleyaz.gov.

The FY 2016/17 Tentative Budget is presented for approval this evening in the amount of \$117,885,698, an increase of \$516,750 from the Recommended Budget. This difference is attributable to an increase in Stormwater Utility revenues that are anticipated to be collected during FY 2016/17 due to the recent approval of the increased stormwater fees and related reduction in equivalent residential units (ERUs) at the May 4, 2016 regular Town Council meeting. As a result, Stormwater Utility revenues have been increased by \$516,750 from \$787,250 in the Recommended Budget to \$1,304,000 in the Tentative Budget for FY 2016/17. Accordingly, the personnel, operations and maintenance, capital outlay and contingency budget amounts in the Stormwater Utility Fund have been increased by \$516,750 as outlined in the below table:

Category	Recommended Budget	Tentative Budget	Difference
Personnel	\$ 350,661	\$ 559,234	\$ 208,573
Operations & Maint*	441,925	505,525	63,600
Capital Outlay	52,000	89,000	37,000
Contingency	160,202	367,779	207,577
Totals	\$1,004,788	\$1,521,538	\$516,750

* Operations & Maintenance amounts above do not include non-cash outlay for depreciation in the Stormwater Fund of \$155,000.

The personnel budget category in the Stormwater Utility Fund reflects an increase of \$208,573 tied to the addition of three new full-time positions as follows: Stormwater Project Manager, Stormwater Drainage Designer and Stormwater Analyst. The operations & maintenance budget category reflects an increase of \$63,600 among various line items within the Stormwater budget. These increases are outlined in the budget line item detail sheets entitled "Next Year Budget Comparison Report" attached to this communication. The capital outlay budget category reflects an increase of \$37,000 for the purchase of a new truck (\$35,000) and two new computers for staff (\$2,000). The remainder of the increase (\$207,577) is reflected in the contingency reserve balance of the Stormwater Fund, a large portion of which is intended to be used for stormwater projects to be designed during the coming fiscal year.

Another minor change included in the Tentative Budget is in the Community Center capital outlay category. The budget for the tennis court improvements project has been reduced by \$25,000 from \$75,000 down to \$50,000 based on the Town's ability to self-perform these improvements utilizing Town staff, rather than being performed by an outside contractor. As a result of these cost savings, the contingency reserve balance in

the Community Center Fund has increased by \$25,000 from \$52,963 to \$77,963.

The above adjustments have been incorporated into the budget figures shown in the attached Official Auditor General budget forms. Also attached to this communication are updated budget pages from the FY 2016/17 Manager's Recommended Budget showing the updated figures as highlighted in yellow.

Should Council approve the energy efficiency improvement project at the Oro Valley Community Center, presented earlier on tonight's agenda, the following two changes are not currently included, but will need to be included, with the Tentative Budget approval:

1. Elimination of the golf course irrigation pump rebuild project in the Community Center capital budget of \$75,000. The full replacement of this irrigation pump on the Conquistador golf course will be included in the energy efficiency project. With this project eliminated, the \$75,000 savings will increase the Community Center Fund contingency reserves by \$75,000 to \$152,963. Eliminating this project does not change the overall Community Center Fund budget, it simply reduces the budget for capital improvements by \$75,000 and increases the budget for contingency reserves by \$75,000 within the Community Center Fund.
2. The Tentative Budget amount for FY 2016/17 will be increased by \$3 million to \$120,885,698 in order to provide sufficient budget capacity to account for the financing sources to be secured by the Town for completion of the energy efficiency project within a new, separate fund in the budget.

Council budget study sessions were held on April 13 and April 27, 2016, to provide overviews of the larger, service delivery department budgets, including the Capital Improvement Program. This agenda item is a public hearing and approval of the resolution to adopt the FY 2016/17 Tentative Budget in the amount of \$117,885,698 or \$120,885,698, if the energy efficiency project is approved. Once approved, the attached Auditor General Budget forms with the approved budget amounts will be published for two consecutive weeks prior to the next public hearing for Final Budget approval scheduled for June 1, 2016.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)16-20, adopting the Tentative Budget for fiscal year 2016/17 and setting the local alternative expenditure limitation for fiscal year 2016/17 at **\$117,885,698** (or at **\$120,885,698** if Council approves the energy efficiency improvement project for the Oro Valley Community Center).

OR

I MOVE...

(R)16-20 Adopting FY 2016/17 Tentative Budget

Auditor General Budget Schedules

Updated Fund Balance Rpt

Updated Revenue Schedule

Updated Personnel Schedule

Updated Stormwtr Summary

Updated Stormwtr Template

Updated Stormwtr Detail

Updated CC Fund Summary

Updated CC Fund Template

Updated CC Fund Detail

Updated CC Fund CIP

RESOLUTION NO. (R)16-20

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, ADOPTING ESTIMATES OF THE AMOUNTS REQUIRED FOR THE FISCAL YEAR 2016/2017 AS A TENTATIVE BUDGET; SETTING FORTH THE RECEIPTS AND EXPENDITURES/EXPENSES FOR THE FISCAL YEAR 2016/2017; GIVING NOTICE OF THE TIME FOR THE FINAL PUBLIC HEARING FOR ADOPTING THE BUDGET FOR THE FISCAL YEAR 2016/2017; PROVIDING FOR CONTINGENCIES; PROVIDING FOR THE USE OF FUNDS; SETTING THE LOCAL ALTERNATIVE EXPENDITURE LIMITATION FOR FISCAL YEAR 2016/2017

WHEREAS, the A.R.S. 42-17101 requires that cities and towns in Arizona adopt a tentative budget by the third Monday in July of each year; and

WHEREAS, the Town Council and staff held Council Budget Study Sessions on April 13 and 27, 2016 to establish and review the proposed budget; and

WHEREAS, adoption of the budget will allow the Town of Oro Valley local government to provide the necessary public services for the health, welfare and safety of its citizenry.

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

SECTION 1. The statements and schedules of the tentative budget for the fiscal year 2016/2017 accompany and be included as part of this Resolution as attached hereto.

SECTION 2. The statements and schedules herein contained be adopted for the purpose as hereafter set forth as the tentative budget for the Town of Oro Valley, Arizona for the fiscal year 2016/2017.

SECTION 3. The statements setting forth the receipts, expenditures/expenses and amounts collectible for the fiscal year 2016/2017 accompany and be included as part of this resolution.

SECTION 4 The local alternative expenditure limitation as noted on the Summary Schedule of Estimated Revenues and Expenditures/Expenses for the fiscal year 2016/2017 be included as part of this resolution.

SECTION 5. The Town Clerk is hereby authorized and directed to publish in the manner prescribed by law, the estimates of expenditures/expenses, as hereinafter set forth, together with a notice that the Town Council will meet for the purpose of final public hearing and for adoption of the budget for fiscal year 2016/2017 for the Town of Oro Valley, Arizona on the 1st day of June, 2016.

SECTION 6. The money from any fund may be used for any of the appropriations except money specifically restricted by State Law or by Town Ordinance or Resolution.

SECTION 7. The various Town officers and employees are hereby directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 19th day of May, 2016.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

OFFICIAL BUDGET FORMS

TOWN OF ORO VALLEY

Fiscal Year 2017

TOWN OF ORO VALLEY
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2017

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2016	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	40,312,070	15,854,769	1,139,600	28,622,362	0	28,887,484	4,871,424	119,687,709
2016	Actual Expenditures/Expenses**	E	30,415,403	11,892,337	1,074,739	5,322,411	0	18,646,002	4,138,703	71,489,595
2017	Fund Balance/Net Position at July 1***		9,904,536	2,890,543	76,186	14,612,974	0	12,339,849	727,413	40,551,501
2017	Primary Property Tax Levy	B	0							0
2017	Secondary Property Tax Levy	B								0
2017	Estimated Revenues Other than Property Taxes	C	32,836,753	11,512,343	323,503	11,667,665	0	16,381,195	4,612,738	77,334,197
2017	Other Financing Sources	D	0	0	0	0	0	0	0	0
2017	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2017	Interfund Transfers In	D	305,000	100,000	474,472	1,867,000	0	0	0	2,746,472
2017	Interfund Transfers (Out)	D	1,825,304	668,226	0	250,000	0	2,942	0	2,746,472
2017	Reduction for Amounts Not Available:									
	LESS: Amounts for Future Debt Retirement:									0
										0
										0
										0
2017	Total Financial Resources Available		41,220,985	13,834,660	874,161	27,897,639	0	28,718,102	5,340,151	117,885,698
2017	Budgeted Expenditures/Expenses	E	41,220,985	13,834,660	874,161	27,897,639	0	28,718,102	5,340,151	117,885,698

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2016	2017
1.	\$ 119,687,709	\$ 117,885,698
2.		
3.	119,687,709	117,885,698
4.		
5.	\$ 119,687,709	\$ 117,885,698
6.	\$ 119,687,709	\$ 117,885,698

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF ORO VALLEY
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
GENERAL FUND			
Local taxes			
Local Sales Tax	\$ 14,780,654	\$ 14,137,655	\$ 15,073,000
Cable Franchise Tax	570,000	580,000	580,000
Licenses and permits			
Licenses	192,000	195,000	196,000
Permits	1,516,000	1,222,062	1,368,500
Fees	56,000	52,000	51,000
Intergovernmental			
State/County Shared	10,428,531	10,574,275	10,824,605
State Grants	1,434,300	1,442,016	1,662,563
Federal Grants	551,545	517,788	478,284
Other	105,000	115,000	115,000
Charges for services			
Reimbursements	122,000	140,850	131,000
Fees	1,043,100	1,119,892	1,150,675
Other	708,734	709,234	846,926
Fines and forfeits			
Fines	120,000	140,000	130,000
Interest on investments			
Interest Income	94,400	94,400	89,200
Miscellaneous			
Miscellaneous	135,000	139,882	140,000
Total General Fund	\$ 31,857,264	\$ 31,180,054	\$ 32,836,753

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF ORO VALLEY
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway User Fuel Tax	\$ 2,985,464	\$ 2,985,464	\$ 3,000,000
Permits	51,000	48,000	52,500
Interest Income	22,400	22,400	28,600
Charges for Services	134,000	134,000	134,000
State Grants	10,000	173,341	195,000
Other	10,000	38,582	80,000
	<u>\$ 3,202,864</u>	<u>\$ 3,401,787</u>	<u>\$ 3,490,100</u>
Bed Tax Fund			
Local Sales Tax	\$ 945,000	\$ 945,000	\$ 1,085,805
Interest Income	4,800	4,800	6,200
	<u>\$ 949,800</u>	<u>\$ 949,800</u>	<u>\$ 1,092,005</u>
Seizures & Forfeitures - State Fund			
Seizures and Forfeitures	\$ 175,000	\$ 63,488	\$ 275,000
Interest Income	1,000	1,000	1,000
	<u>\$ 175,000</u>	<u>\$ 64,488</u>	<u>\$ 275,000</u>
Seizures & Forfeitures - Federal Fund			
Seizures and Forfeitures	\$ 250,000	\$ 9,408	\$ 9,408
Interest Income	300	300	300
	<u>\$ 250,000</u>	<u>\$ 9,708</u>	<u>\$ 9,708</u>
Impound Fee Fund			
Fees	\$ 34,000	\$ 40,000	\$ 40,000
	<u>\$ 34,000</u>	<u>\$ 40,000</u>	<u>\$ 40,000</u>
Community Center Fund			
Local Sales Tax	\$ 2,000,000	\$ 2,000,000	\$ 2,105,163
Charges for Services	5,400,763	3,985,544	4,482,214
Other	28,211	28,211	27,861
	<u>\$ 7,400,763</u>	<u>\$ 6,013,755</u>	<u>\$ 6,615,238</u>
Total Special Revenue Funds	<u>\$ 12,012,427</u>	<u>\$ 10,479,538</u>	<u>\$ 11,512,343</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF ORO VALLEY
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
DEBT SERVICE FUNDS			
Municipal Debt Service Fund			
Federal Grants	\$ 58,238	\$ 58,238	\$ 54,945
Interest Income		40	
Miscellaneous	90,000	90,000	90,000
	\$ 148,238	\$ 148,278	\$ 144,945
Oracle Road Improvement District			
Special Assessments	\$ 175,153	\$ 175,153	\$ 178,558
	\$ 175,153	\$ 175,153	\$ 178,558
Total Debt Service Funds	\$ 323,391	\$ 323,431	\$ 323,503
CAPITAL PROJECTS FUNDS			
Alternative Water Resources Development Impact Fee Fund			
Development Impact Fees	\$ 1,331,323	\$ 1,117,022	\$ 1,040,089
Interest Income	19,840	19,840	26,400
	\$ 1,351,163	\$ 1,136,862	\$ 1,066,489
Potable Water System Development Impact Fee Fund			
Development Impact Fees	\$ 663,207	\$ 530,480	\$ 519,058
Interest Income	19,840	19,840	28,800
	\$ 683,047	\$ 550,320	\$ 547,858
Townwide Roadway Development Impact Fee Fund			
Development Impact Fees	\$ 424,532	\$ 340,000	\$ 340,167
Interest Income	2,000	3,500	3,000
	\$ 426,532	\$ 343,500	\$ 343,167
Parks & Recreation Impact Fee Fund			
Development Impact Fees	\$ 171,200	\$ 105,000	\$ 132,680
Interest Income		200	
	\$ 171,200	\$ 105,200	\$ 132,680
Police Impact Fee Fund			
Development Impact Fees	\$ 66,917	\$ 47,000	\$ 74,000
Interest Income		300	
	\$ 66,917	\$ 47,300	\$ 74,000
General Government Impact Fee Fund			
Interest Income	\$	\$ 5	\$
	\$	\$ 5	\$
General Government CIP Fund			
State Grants	\$ 81,000	\$	\$ 81,000
	\$ 81,000	\$	\$ 81,000
PAG/RTA Fund			
State Grants	\$ 10,414,000	\$ 3,172,229	\$ 9,249,971
Other	22,500	22,500	22,500
Interest Income	500		
	\$ 10,437,000	\$ 3,194,729	\$ 9,272,471
Library Impact Fee Fund			
Donations	\$ 30,000	\$	\$ 150,000
	\$ 30,000	\$	\$ 150,000
Recreation In Lieu Fee Fund			
Fees	\$	\$ 21,728	\$
	\$	\$ 21,728	\$
Total Capital Projects Funds	\$ 13,246,859	\$ 5,399,644	\$ 11,667,665

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF ORO VALLEY
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
ENTERPRISE FUNDS			
Oro Valley Water Utility Fund			
Water Sales	\$ 12,160,500	\$ 11,660,941	\$ 11,961,395
Charges for Services	3,184,200	2,988,800	3,043,800
Interest Income	59,520	59,520	72,000
Miscellaneous		13,608	
	\$ 15,404,220	\$ 14,722,869	\$ 15,077,195
Stormwater Utility Fund			
State Grants	\$ 35,000	\$ 35,000	\$
Charges for Services	787,000	787,000	1,303,500
Interest Income	250	300	500
	\$ 822,250	\$ 822,300	\$ 1,304,000
Total Enterprise Funds	\$ 16,226,470	\$ 15,545,169	\$ 16,381,195

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF ORO VALLEY
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
INTERNAL SERVICE FUNDS			
Fleet Fund			
Fleet Services	\$ 1,333,903	\$ 1,278,303	\$ 1,297,202
Miscellaneous	194,329	184,329	284,796
	\$ 1,528,232	\$ 1,462,632	\$ 1,581,998
Benefit Self Insurance Fund			
Miscellaneous	\$ 2,860,400	\$ 2,860,400	\$ 3,030,740
	\$ 2,860,400	\$ 2,860,400	\$ 3,030,740
Total Internal Service Funds	\$ 4,388,632	\$ 4,323,032	\$ 4,612,738
TOTAL ALL FUNDS	\$ 78,055,043	\$ 67,250,868	\$ 77,334,197

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF ORO VALLEY
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2017

FUND	OTHER FINANCING 2017		INTERFUND TRANSFERS 2017	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Transfer from Bed Tax Fund	\$	\$	\$ 185,000	\$
Transfer from Community Center Fund			120,000	
Transfer to Highway Fund				100,000
Transfer to Municipal Debt Service Fund				205,304
Transfer to Oracle Rd Improvement District Fund				3,000
Transfer to General Government CIP Fund				1,517,000
Total General Fund	\$	\$	\$ 305,000	\$ 1,825,304
SPECIAL REVENUE FUNDS				
Highway Fund	\$	\$	\$ 100,000	\$ 38,032
Bed Tax Fund				510,194
Community Center Fund				120,000
Total Special Revenue Funds	\$	\$	\$ 100,000	\$ 668,226
DEBT SERVICE FUNDS				
Municipal Debt Service Fund	\$	\$	\$ 471,472	\$
Oracle Road Improvement District Fund			3,000	
Total Debt Service Funds	\$	\$	\$ 474,472	\$
CAPITAL PROJECTS FUNDS				
General Government CIP Fund	\$	\$	\$ 1,867,000	\$
Parks and Recreation Impact Fee Fund				250,000
Total Capital Projects Funds	\$	\$	\$ 1,867,000	\$ 250,000
ENTERPRISE FUNDS				
Oro Valley Water Utility Fund	\$	\$	\$	\$ 2,942
Total Enterprise Funds	\$	\$	\$	\$ 2,942
TOTAL ALL FUNDS	\$	\$	\$ 2,746,472	\$ 2,746,472

TOWN OF ORO VALLEY
Expenditures/Expenses by Fund
Fiscal Year 2017

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
GENERAL FUND				
Clerk	\$ 407,900	\$	\$ 372,900	\$ 458,863
Council	211,995		211,995	220,559
Community Development & Public Works	4,596,216		4,536,574	5,968,549
Finance	779,760		735,141	773,591
General Administration	1,804,970		1,788,427	1,736,450
Human Resources	366,775		358,775	368,605
Information Technology	1,571,326		1,571,326	1,691,676
Legal	764,837		722,103	773,003
Magistrate Court	837,629		803,829	845,938
Town Manager's Office	769,521		769,521	801,540
Parks and Recreation	3,004,988		3,070,212	1,977,326
Police	15,250,016		15,155,469	15,643,620
Contingency Reserve	10,371,137	(425,000)	319,131	9,961,265
Total General Fund	\$ 40,737,070	\$ (425,000)	\$ 30,415,403	\$ 41,220,985
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	\$ 5,901,151	\$	\$ 4,462,777	\$ 5,553,795
Seizures & Forfeitures - State Fund	387,846		221,180	342,328
Seizures & Forfeitures - Federal Fund	287,609		19,806	22,768
Bed Tax Fund	950,226		667,104	914,589
Impound Fee Fund	50,736		27,621	80,814
Community Center Fund	8,277,201		6,493,849	6,920,366
Total Special Revenue Funds	\$ 15,854,769	\$	\$ 11,892,337	\$ 13,834,660
DEBT SERVICE FUNDS				
Municipal Debt Service Fund	\$ 961,216	\$	\$ 896,586	\$ 690,657
Oracle Road Improvement District Fund	178,384		178,153	183,504
Total Debt Service Funds	\$ 1,139,600	\$	\$ 1,074,739	\$ 874,161
CAPITAL PROJECTS FUNDS				
Townwide Roadway Dev Impact Fee Fund	\$ 3,143,049	\$	\$ 47,431	\$ 3,317,088
Naranja Park Fund	137,056			
Alternative Water Rscs Dev Impact Fee Fund	5,321,796		136,060	6,089,084
Potable Water System Dev Impact Fee Fund	5,324,333		331,478	5,566,853
Parks & Recreation Impact Fee Fund	308,369			123,983
Library Impact Fee fund	124,798		51,638	193,160
Police Impact Fee Fund	320,571			375,877
General Government Impact Fee Fund	3,504			3,510
Recreation In Lieu Fee Fund	6,190			27,918
General Government CIP Fund	2,610,000	425,000	1,840,770	2,648,000
PAG/RTA Fund	10,897,696		2,915,034	9,552,166
Total Capital Projects Funds	\$ 28,197,362	\$ 425,000	\$ 5,322,411	\$ 27,897,639
ENTERPRISE FUNDS				
Oro Valley Water Utility Fund	\$ 27,784,061	\$	\$ 17,761,887	\$ 27,196,564
Stormwater Utility Fund	1,103,423		884,115	1,521,538
Total Enterprise Funds	\$ 28,887,484	\$	\$ 18,646,002	\$ 28,718,102
INTERNAL SERVICE FUNDS				
Fleet Fund	\$ 1,789,162	\$	\$ 1,278,303	\$ 2,065,249
Benefit Self Insurance Fund	3,082,262		2,860,400	3,274,902
Total Internal Service Funds	\$ 4,871,424	\$	\$ 4,138,703	\$ 5,340,151
TOTAL ALL FUNDS	\$ 119,687,709	\$	\$ 71,489,595	\$ 117,885,698

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF ORO VALLEY
Expenditures/Expenses by Department
Fiscal Year 2017

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
Clerk:				
General Fund	\$ 407,900	\$	\$ 372,900	\$ 458,863
Department Total	\$ 407,900	\$	\$ 372,900	\$ 458,863
Council:				
General Fund	\$ 211,995	\$	\$ 211,995	\$ 220,559
Department Total	\$ 211,995	\$	\$ 211,995	\$ 220,559
Community Development & Public Works:				
General Fund	\$ 4,596,216	\$	\$ 4,536,574	\$ 5,968,549
Highway Fund	5,901,151		4,462,777	5,553,795
Townwide Roadway Dev Impact Fee Fund	3,143,049		47,431	3,317,088
Stormwater Utility Fund	1,103,423		884,115	1,521,538
Fleet Fund	1,789,162		1,278,303	2,065,249
PAG/RTA Fund	10,897,696		2,915,034	9,552,166
Department Total	\$ 27,430,697	\$	\$ 14,124,234	\$ 27,978,385
Finance:				
General Fund	\$ 779,760	\$	\$ 735,141	\$ 773,591
Department Total	\$ 779,760	\$	\$ 735,141	\$ 773,591
General Administration:				
General Fund	\$ 1,804,970	\$	\$ 1,788,427	\$ 1,736,450
General Fund - Contingency Reserve	10,371,137	(425,000)	319,131	9,961,265
Municipal Debt Service Fund	961,216		896,586	690,657
Oracle Road Improvement District Fund	178,384		178,153	183,504
Benefit Self Insurance Fund	3,082,262		2,860,400	3,274,902
General Government Impact Fee Fund	3,504			3,510
General Government CIP Fund	2,610,000	425,000	1,840,770	2,648,000
Library Impact Fee Fund	124,798		51,638	193,160
Department Total	\$ 19,136,271	\$	\$ 7,935,105	\$ 18,691,448
Human Resources:				
General Fund	\$ 366,775	\$	\$ 358,775	\$ 368,605
Department Total	\$ 366,775	\$	\$ 358,775	\$ 368,605
Information Technology:				
General Fund	\$ 1,571,326	\$	\$ 1,571,326	\$ 1,691,676
Department Total	\$ 1,571,326	\$	\$ 1,571,326	\$ 1,691,676
Legal:				
General Fund	\$ 764,837	\$	\$ 722,103	\$ 773,003
Department Total	\$ 764,837	\$	\$ 722,103	\$ 773,003
Magistrate Court:				
General Fund	\$ 837,629	\$	\$ 803,829	\$ 845,938
Department Total	\$ 837,629	\$	\$ 803,829	\$ 845,938
Town Manager's Office:				
General Fund	\$ 769,521	\$	\$ 769,521	\$ 801,540
Bed Tax Fund	950,226		667,104	914,589
Department Total	\$ 1,719,747	\$	\$ 1,436,625	\$ 1,716,129
Parks and Recreation:				
General Fund	\$ 3,004,988	\$	\$ 3,070,212	\$ 1,977,326
Parks & Recreation Impact Fee Fund	308,369			123,983
Naranja Park Fund	137,056			
Recreation In Lieu Fee Fund	6,190			27,918
Community Center Fund	8,277,201		6,493,849	6,920,366
Department Total	\$ 11,733,804	\$	\$ 9,564,061	\$ 9,049,593

TOWN OF ORO VALLEY
Expenditures/Expenses by Department
Fiscal Year 2017

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
Police:				
General Fund	\$ 15,250,016	\$	\$ 15,155,469	\$ 15,643,620
Seizures & Forfeitures - State Fund	387,846		221,180	342,328
Seizures & Forfeitures - Federal Fund	287,609		19,806	22,768
Police Impact Fee Fund	320,571			375,877
Impound Fee Fund	50,736		27,621	80,814
Department Total	\$ 16,296,778	\$	\$ 15,424,076	\$ 16,465,407
Water Utility:				
Oro Valley Water Utility Fund	\$ 27,784,061	\$	\$ 17,761,887	\$ 27,196,564
Alternative Water Rscs Dev Impact Fee Fund	5,321,796		136,060	6,089,084
Potable Water System Dev Impact Fee Fund	5,324,333		331,478	5,566,853
Department Total	\$ 38,430,190	\$	\$ 18,229,425	\$ 38,852,501

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF ORO VALLEY
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
GENERAL FUND	272.40	\$ 16,747,393	\$ 2,705,733	\$ 1,930,845	\$ 1,851,991	\$ 23,235,962
SPECIAL REVENUE FUNDS						
Highway Fund	23.48	\$ 1,452,796	\$ 164,623	\$ 191,646	\$ 175,109	\$ 1,984,174
Bed Tax Fund	3.00	199,451	22,897	20,935	16,126	259,409
Impound Fee Fund	1.00	47,369	5,438	816	3,845	57,468
Seizures & Forfeitures - State Fund	3.00	155,606	36,816	12,620	22,512	227,554
Community Center Fund	20.42	612,479	27,177	41,526	55,762	736,944
Total Special Revenue Funds	50.90	\$ 2,467,701	\$ 256,951	\$ 267,543	\$ 273,354	\$ 3,265,549
CAPITAL PROJECTS FUNDS						
PAG/RTA Fund	4.00	\$ 154,041	\$ 17,684	\$ 37,058	\$ 14,188	\$ 222,971
General Government CIP Fund	2.40	90,660	10,410	22,250	14,080	137,400
Total Capital Projects Funds	6.40	\$ 244,701	\$ 28,094	\$ 59,308	\$ 28,268	\$ 360,371
ENTERPRISE FUNDS						
Oro Valley Water Utility Fund	39.48	\$ 2,358,428	\$ 268,942	\$ 298,904	\$ 235,580	\$ 3,161,854
Stormwater Utility Fund	6.85	407,127	46,738	66,223	39,146	559,234
Total Enterprise Funds	46.33	\$ 2,765,555	\$ 315,680	\$ 365,127	\$ 274,726	\$ 3,721,088
INTERNAL SERVICE FUND						
Fleet Fund	1.15	\$ 64,731	\$ 7,431	\$ 7,700	\$ 5,951	\$ 85,813
Total Internal Service Fund	1.15	\$ 64,731	\$ 7,431	\$ 7,700	\$ 5,951	\$ 85,813
TOTAL ALL FUNDS	377.18	\$ 22,290,081	\$ 3,313,889	\$ 2,630,523	\$ 2,434,290	\$ 30,668,783

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Fund Balance Report
FY 2016/17 Recommended Budget

EXPENDITURES

	7/1/16			EXPENDITURES							
	BEGINNING FUND BALANCE	REVENUE	TRANSFERS IN	TOTAL	PERSONNEL	O&M	CAPITAL	TRANSFERS OUT	DEBT SERVICE	CONTINGENCY	TOTAL
GENERAL FUND	9,904,536	32,836,753	305,000	43,046,289	23,235,962	7,479,393	544,365	1,825,304	-	9,961,265	43,046,289
HIGHWAY FUND	2,001,727	3,490,100	100,000	5,591,827	1,984,174	1,012,979	1,678,750	38,032	-	877,892	5,591,827
BED TAX FUND	332,778	1,092,005	-	1,424,783	259,409	425,280	-	510,194	-	229,900	1,424,783
SEIZURES & FORFEITURES - STATE	67,328	275,000	-	342,328	227,554	-	-	-	-	114,774	342,328
SEIZURES & FORFEITURES - FED	22,768	-	-	22,768	-	-	-	-	-	22,768	22,768
IMPOUND FEE FUND	40,814	40,000	-	80,814	57,468	-	-	-	-	23,346	80,814
COMMUNITY CENTER FUND	425,128	6,615,238	-	7,040,366	736,944	5,503,259	602,200	120,000	-	77,963	7,040,366
MUNICIPAL DEBT SVC FUND	74,240	144,945	471,472	690,657	-	10,000	-	-	616,417	64,240	690,657
ORACLE RD DEBT SVC FUND	1,946	178,558	3,000	183,504	-	3,000	-	-	178,558	1,946	183,504
AWRDIF FUND	5,022,595	1,066,489	-	6,089,084	-	136,101	100,000	-	-	5,852,983	6,089,084
PWSDIF FUND	5,018,995	547,858	-	5,566,853	-	2,500	-	-	329,916	5,234,437	5,566,853
TWDIF FUND	2,973,921	343,167	-	3,317,088	-	-	2,000,000	-	-	1,317,088	3,317,088
PAG/RTA FUND	279,695	9,272,471	-	9,552,166	222,971	-	9,027,000	-	-	302,195	9,552,166
GEN GOVT IMPACT FEE FUND	3,510	-	-	3,510	-	-	-	-	-	3,510	3,510
LIBRARY IMPACT FEE FUND	43,160	150,000	-	193,160	-	-	187,000	-	-	6,160	193,160
PARKS & REC IMPACT FEE FUND	241,303	132,680	-	373,983	-	-	-	250,000	-	123,983	373,983
POLICE IMPACT FEE FUND	301,877	74,000	-	375,877	-	-	285,000	-	-	90,877	375,877
GENERAL GOVT CIP FUND	700,000	81,000	1,867,000	2,648,000	137,400	-	2,510,600	-	-	-	2,648,000
REC IN LIEU FEE FUND	27,918	-	-	27,918	-	-	-	-	-	27,918	27,918
FLEET FUND	483,251	1,581,998	-	2,065,249	85,813	562,025	644,002	-	-	773,409	2,065,249
BENEFIT SELF INSURANCE FUND	244,162	3,030,740	-	3,274,902	-	3,030,740	-	-	-	244,162	3,274,902
WATER UTILITY FUND	12,122,311	15,077,195	-	27,199,506	3,161,854	7,112,994	3,613,765	2,942	4,871,285	8,436,666	27,199,506
STORMWATER UTILITY FUND	217,538	1,304,000	-	1,521,538	559,234	505,525	89,000	-	-	367,779	1,521,538
	40,551,501	77,334,197	2,746,472	120,632,170	30,668,783	25,783,796	21,281,682	2,746,472	5,996,176	34,155,261	120,632,170

Less Transfers In (2,746,472)

Less Transfers Out (2,746,472)

FY 2016/17 BUDGET \$ 117,885,698

FY 2016/17 BUDGET \$ 117,885,698

Does not include non cash outlays for depreciation or amortization



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Revenue Schedule by Fund

Major Revenue Accounts	FY 2014	FY 2015	FY 2016		FY 2017	% to Budget
	Actual	Actual	Budget	Projected	Budget	
General Fund						
Local Sales Tax:						
Local Sales Tax	13,036,536	14,633,600	14,775,654	14,133,655	15,069,000	2.0%
Sales Tax Audit Recoveries	8,454	3,400	5,000	4,000	4,000	-20.0%
Cable Franchise Fees	571,731	582,064	570,000	580,000	580,000	1.8%
Total Local Sales Tax	13,616,721	15,219,064	15,350,654	14,717,655	15,653,000	2.0%
License & Permit Fees:						
Business Licenses & Permits	197,323	202,993	192,000	195,000	196,000	2.1%
Residential Building Permits	1,409,442	973,190	1,135,000	967,000	1,118,000	-1.5%
Commercial Building Permits	351,907	226,561	350,000	254,462	250,000	-28.6%
Sign Permits	31,026	31,342	31,000	600	500	-98.4%
Special Inspection Fees	4,400	4,760	5,000	1,000	1,000	-80.0%
Grading Permit Fees	75,344	89,636	51,000	51,000	50,000	-2.0%
Total License & Permit Fees	2,069,443	1,528,483	1,764,000	1,469,062	1,615,500	-8.4%
Federal Grants:						
CNA	136,473	153,237	130,500	65,900	10,000	-92.3%
DEA OT Reimbursement	28,344	18,382	22,000	22,000	22,000	0.0%
Miscellaneous Federal Grants	11,322	8,474	7,800	7,464	7,500	-3.8%
HIDTA	147,293	137,870	131,000	190,000	185,000	41.2%
HIDTA-DEA	108,756	112,147	92,000	110,000	104,000	13.0%
GOHS	118,148	159,026	81,000	35,179	55,200	-31.9%
Homeland Security	57,077	66,196	70,000	70,000	77,000	10.0%
Joint Terrorism Task Force	16,570	18,593	17,245	17,245	17,584	2.0%
Total Federal Grants	623,982	673,925	551,545	517,788	478,284	-13.3%
State Grants:						
Safe Schools Grant	-	84,514	65,000	92,016	173,063	166.3%
Misc State Grants	76,146	68,177	127,300	108,000	223,100	75.3%
RTA Reimbursements	1,175,299	1,190,795	1,242,000	1,242,000	1,266,400	2.0%
Total State Grants	1,251,445	1,343,486	1,434,300	1,442,016	1,662,563	15.9%
State/County Shared:						
State Income	4,571,196	4,964,635	4,937,719	4,937,719	5,184,605	5.0%
State Sales	3,569,711	3,747,944	3,772,164	3,917,908	3,920,000	3.9%
Vehicle License Tax	1,495,999	1,700,885	1,718,648	1,718,648	1,720,000	0.1%
Total State/County Shared	9,636,906	10,413,464	10,428,531	10,574,275	10,824,605	3.8%
Other Intergovernmental:						
PCLD Reimbursements	31,957	25,580	15,000	25,000	25,000	66.7%
Animal Control Revenues	-	-	90,000	90,000	90,000	0.0%
Total Other Intergovernmental	31,957	25,580	105,000	115,000	115,000	9.5%
Charges for Services:						
Court Costs	172,878	138,270	120,000	140,000	130,000	8.3%
Public Defender Fees	2,385	1,697	2,000	850	1,000	-50.0%
Zoning & Subdivision Fees	183,897	223,880	178,000	165,000	170,000	-4.5%
User Fees - Swimming Pool	404,526	490,048	426,000	525,740	567,400	33.2%
User Fees - Fields & Courts	30,828	98,202	123,000	107,560	112,000	-8.9%
User Fees - Miscellaneous	191,016	228,140	151,300	157,700	157,875	4.3%
Copy Services	1,535	2,207	2,000	2,000	2,000	0.0%
Town Hall Usage Fees	4,692	4,369	5,000	200	-	-100.0%
General Government Other	6,897	3,778	2,000	2,000	2,000	0.0%
Police Report Copying	5,710	5,573	5,200	5,200	5,200	0.0%
Police Other	6,233	2,914	2,200	5,000	2,200	0.0%
Building Inspection Copying	8	15	-	-	-	0.0%
Engineer Plan Review Fees	33,748	74,180	43,000	43,000	40,000	-7.0%
Grading Review Fees	23,255	11,950	14,000	-	-	-100.0%
Grading Inspection Fees	7,851	2,240	4,000	-	-	-100.0%



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Revenue Schedule by Fund

Major Revenue Accounts	FY 2014	FY 2015	FY 2016		FY 2017	% to Budget
	Actual	Actual	Budget	Projected	Budget	
Fare Box	71,078	72,783	65,000	70,000	70,000	7.7%
Administrative Services	321,000	321,000	421,000	421,000	551,000	30.9%
Financial Services	136,632	168,744	176,220	176,220	179,735	2.0%
Real Property Rental Income	80,979	82,490	81,514	94,166	86,191	5.7%
Maps	217	200	-	1,840	-	0.0%
Pawn Slips	2,430	375	700	300	300	-57.1%
Police Fingerprinting	20,490	20,545	20,200	20,200	20,200	0.0%
Concession Sales	32,895	34,099	30,000	30,500	30,000	0.0%
Probation Monitoring Fee	3,535	50	-	-	-	0.0%
Public Record Request Fees	1,828	2,262	1,500	1,500	1,500	0.0%
Comm Facilities Appraisal Fees	-	1,800	-	-	-	0.0%
Total Charges for Services	1,746,541	1,991,810	1,873,834	1,969,976	2,128,601	13.6%
Fines:						
Fines	172,232	148,050	120,000	140,000	130,000	8.3%
Total Fines	172,232	148,050	120,000	140,000	130,000	8.3%
Interest Income:						
Interest - Investments	197,757	168,723	94,400	94,400	89,200	-5.5%
Total Interest Income	197,757	168,723	94,400	94,400	89,200	-5.5%
Miscellaneous:						
Miscellaneous	15,038	12,359	5,000	7,610	10,000	100.0%
Special Events	4,800	5,150	5,000	5,000	5,000	0.0%
Insurance Recoveries	20,748	11,000	5,000	5,000	5,000	0.0%
In-Lieu Income	119,166	197,735	120,000	120,000	120,000	0.0%
Sale of Assets	5,366	402	-	2,272	-	0.0%
Total Miscellaneous	165,119	226,646	135,000	139,882	140,000	3.7%
TOTAL GENERAL FUND	29,512,102	31,739,230	31,857,264	31,180,054	32,836,753	3.1%
Highway Fund						
Local Sales Tax:						
Construction Sales Tax	1,227,468	-	-	-	-	0.0%
Total Local Sales Tax	1,227,468	-	-	-	-	0.0%
License & Permit Fees:						
Road Permits	43,557	52,058	48,000	45,000	50,000	4.2%
Floodplain Use Permits	3,700	2,590	3,000	3,000	2,500	-16.7%
Total License & Permit Fees	47,257	54,648	51,000	48,000	52,500	2.9%
Charges for Services:						
Administrative Services	129,492	129,492	134,000	134,000	134,000	0.0%
Total Charges for Services	129,492	129,492	134,000	134,000	134,000	0.0%
State Grants:						
PAG Reimbursements	-	46,200	-	146,487	195,000	0.0%
RTA Reimbursements	35,000	-	-	26,854	-	0.0%
Total State Grants	35,000	46,200	-	173,341	195,000	0.0%
State/County Shared:						
Highway User	2,679,257	2,912,780	2,985,464	2,985,464	3,000,000	0.5%
Total State/County Shared	2,679,257	2,912,780	2,985,464	2,985,464	3,000,000	0.5%



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Revenue Schedule by Fund

Major Revenue Accounts	FY 2014	FY 2015	FY 2016		FY 2017	% to Budget
	Actual	Actual	Budget	Projected	Budget	
Interest Income:						
Interest - Investments	38,666	34,597	22,400	22,400	28,600	27.7%
Total Interest Income	38,666	34,597	22,400	22,400	28,600	27.7%
Miscellaneous:						
Miscellaneous	9,415	12,134	10,000	10,000	80,000	700.0%
Insurance Recoveries	10,930	-	-	28,582	-	0.0%
Total Miscellaneous	20,345	12,134	10,000	38,582	80,000	700.0%
TOTAL HIGHWAY FUND	4,177,486	3,189,851	3,202,864	3,401,787	3,490,100	9.0%
Bed Tax Fund						
Local Sales Tax:						
Local Sales Tax	1,013,543	988,449	945,000	945,000	1,085,805	14.9%
Total Local Sales Tax	1,013,543	988,449	945,000	945,000	1,085,805	14.9%
Interest Income:						
Interest - Investments	7,198	6,095	4,800	4,800	6,200	29.2%
Total Interest Income	7,198	6,095	4,800	4,800	6,200	29.2%
Miscellaneous:						
Miscellaneous	5,000	-	-	-	-	0.0%
Total Miscellaneous	5,000	-	-	-	-	0.0%
TOTAL BED TAX FUND	1,025,741	994,544	949,800	949,800	1,092,005	15.0%
Seizures & Forfeitures Funds						
Interest Income:						
Interest - Investments	7,450	3,766	-	1,300	-	0.0%
Total Interest Income	7,450	3,766	-	1,300	-	0.0%
Miscellaneous:						
Forfeitures	443,452	172,021	425,000	72,896	275,000	-35.3%
Insurance Recoveries	-	5,499	-	-	-	0.0%
Total Miscellaneous	443,452	177,520	425,000	72,896	275,000	-35.3%
TOTAL SEIZURES & FORFEITURES FUNDS	450,902	181,286	425,000	74,196	275,000	-35.3%
Impound Fee Fund						
Charges for Services:						
Impound Fees	31,800	47,700	34,000	40,000	40,000	17.6%
Total Charges for Services	31,800	47,700	34,000	40,000	40,000	17.6%
TOTAL IMPOUND FEE FUND	31,800	47,700	34,000	40,000	40,000	17.6%
Community Center Fund						
Local Sales Tax:						
Local Sales Tax	-	506,710	2,000,000	2,000,000	2,105,163	5.3%
Total Local Sales Tax	-	506,710	2,000,000	2,000,000	2,105,163	5.3%
Charges for Services:						
User Fees - Daily Drop-In	-	2,329	27,550	23,000	25,000	-9.3%
User Fees - Member Dues	-	17,995	526,480	577,111	606,000	15.1%
User Fees - Recreation Programs	-	-	84,000	76,000	101,500	20.8%
Rental Income	-	-	20,400	36,301	31,561	54.7%



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Revenue Schedule by Fund

Major Revenue Accounts	FY 2014	FY 2015	FY 2016		FY 2017	% to Budget
	Actual	Actual	Budget	Projected	Budget	
Concession Sales	-	-	-	1,000	1,000	0.0%
Management Contract Revenues	-	500,158	4,742,333	3,299,993	3,745,014	-21.0%
Total Charges for Services	-	520,482	5,400,763	4,013,405	4,510,075	-16.5%
Miscellaneous:						
Miscellaneous	-	-	-	350	-	0.0%
Total Miscellaneous	-	-	-	350	-	0.0%
TOTAL COMMUNITY CENTER FUND	-	1,027,192	7,400,763	6,013,755	6,615,238	-10.6%
Municipal Debt Service Fund						
Interest Income:						
Interest	39	60	-	40	-	0.0%
Total Interest Income	39	60	-	40	-	0.0%
Federal Grants:						
Miscellaneous Grants	68,988	64,258	58,238	58,238	54,945	-5.7%
Total Federal Grants	68,988	64,258	58,238	58,238	54,945	-5.7%
Miscellaneous:						
Miscellaneous	92,375	100,908	90,000	90,000	90,000	0.0%
Total Miscellaneous	92,375	100,908	90,000	90,000	90,000	0.0%
TOTAL MUNICIPAL DEBT SERVICE FUND	161,402	165,227	148,238	148,278	144,945	-2.2%
Oracle Road Debt Service Fund						
Interest Income:						
Special Assessments	81,572	46,263	40,153	40,153	33,558	-16.4%
Penalties	37	-	-	-	-	0.0%
Total Interest Income	81,609	46,263	40,153	40,153	33,558	-16.4%
Principal Repayments:						
Principal Repayments	1,380,697	131,815	135,000	135,000	145,000	7.4%
Total Principal Repayments	1,380,697	131,815	135,000	135,000	145,000	7.4%
TOTAL ORACLE RD DEBT SERVICE FUND	1,462,307	178,078	175,153	175,153	178,558	1.9%
Townwide Roadway Development Impact Fee Fund						
Federal Grants:						
Miscellaneous Grants	500,000	-	-	-	-	0.0%
Total Federal Grants	500,000	-	-	-	-	0.0%
State Grants:						
Misc State Grants	-	2,460	-	-	-	0.0%
PAG Reimbursements	1,755,154	1,761,137	-	-	-	0.0%
RTA Reimbursements	149,942	471,702	-	-	-	0.0%
Total State Grants	1,905,096	2,235,299	-	-	-	0.0%
Impact Fees:						
Residential Impact Fees	259,022	199,186	398,000	215,000	308,450	-22.5%
Commercial Impact Fees	67,300	77,559	26,532	125,000	31,717	19.5%
Total Impact Fees	326,322	276,745	424,532	340,000	340,167	-19.9%
Interest Income:						
Interest - Investments	3,381	2,605	2,000	3,500	3,000	50.0%
Total Interest Income	3,381	2,605	2,000	3,500	3,000	50.0%



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Revenue Schedule by Fund

Major Revenue Accounts	FY 2014	FY 2015	FY 2016		FY 2017	% to Budget
	Actual	Actual	Budget	Projected	Budget	
Miscellaneous:						
Miscellaneous	150	575	-	-	-	0.0%
Total Miscellaneous	150	575	-	-	-	0.0%
Charges for Services:						
Real Property Rental Income	22,500	22,500	-	-	-	0.0%
Total Charges for Services	22,500	22,500	-	-	-	0.0%
TOTAL ROADWAY IMPACT FEE FUND	2,757,450	2,537,724	426,532	343,500	343,167	-19.5%
PAG/RTA Fund						
State Grants:						
PAG Reimbursements	-	-	6,050,000	2,495,385	5,974,971	-1.2%
RTA Reimbursements	-	-	4,364,000	676,844	3,275,000	-25.0%
Total State Grants	-	-	10,414,000	3,172,229	9,249,971	-11.2%
Interest Income:						
Interest - Investments	-	-	500	-	-	-100.0%
Total Interest Income	-	-	500	-	-	-100.0%
Charges for Services:						
Real Property Rental Income	-	-	22,500	22,500	22,500	0.0%
Total Charges for Services	-	-	22,500	22,500	22,500	0.0%
TOTAL PAG/RTA FUND	-	-	10,437,000	3,194,729	9,272,471	-11.2%
General Government Development Impact Fee Fund						
Impact Fees:						
Residential Impact Fees	-	-	-	-	-	0.0%
Commercial Impact Fees	2,206	-	-	-	-	0.0%
Total Impact Fees	2,206	-	-	-	-	0.0%
Interest Income:						
Interest - Investments	8	3	-	5	-	0.0%
Total Interest Income	8	3	-	5	-	0.0%
TOTAL GEN. GOVT. IMPACT FEE FUND	2,214	3	-	5	-	0.0%
Library Development Impact Fee Fund						
Impact Fees:						
Residential Impact Fees	-	-	-	-	-	0.0%
Total Impact Fees	-	-	-	-	-	0.0%
Interest Income:						
Interest - Investments	-	-	-	-	-	0.0%
Total Interest Income	-	-	-	-	-	0.0%
Miscellaneous						
Donations	-	-	30,000	-	150,000	400.0%
Total Miscellaneous	-	-	30,000	-	150,000	400.0%
TOTAL LIBRARY IMPACT FEE FUND	-	-	30,000	-	150,000	400.0%



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Revenue Schedule by Fund

Major Revenue Accounts	FY 2014	FY 2015	FY 2016		FY 2017	% to Budget
	Actual	Actual	Budget	Projected	Budget	
Parks & Recreation Development Impact Fee Fund						
Impact Fees:						
Residential Impact Fees	122,754	114,469	171,200	105,000	132,680	-22.5%
Total Impact Fees	122,754	114,469	171,200	105,000	132,680	-22.5%
Interest Income:						
Interest - Investments	669	79	-	200	-	0.0%
Total Interest Income	669	79	-	200	-	0.0%
TOTAL PARKS IMPACT FEE FUND	123,423	114,548	171,200	105,200	132,680	-22.5%
Police Development Impact Fee Fund						
Impact Fees:						
Residential Impact Fees	43,888	42,880	62,000	35,000	71,300	15.0%
Commercial Impact Fees	74,168	5,543	4,917	12,000	2,700	-45.1%
Total Impact Fees	118,056	48,423	66,917	47,000	74,000	10.6%
Interest Income:						
Interest - Investments	361	218	-	300	-	0.0%
Total Interest Income	361	218	-	300	-	0.0%
TOTAL POLICE IMPACT FEE FUND	118,418	48,641	66,917	47,300	74,000	10.6%
Naranja Park Fund						
Miscellaneous:						
Miscellaneous	175	-	-	-	-	0.0%
Total Miscellaneous	175	-	-	-	-	0.0%
TOTAL NARANJA PARK FUND	175	-	-	-	-	0.0%
General Government CIP Fund						
State Grants						
Misc State Grants	-	-	81,000	-	81,000	0.0%
Total State Grants	-	-	81,000	-	81,000	0.0%
TOTAL GEN GOVT CIP FUND	-	-	81,000	-	81,000	0.0%
Fleet Fund						
Miscellaneous:						
Insurance Recoveries	-	13,668	-	-	-	0.0%
Vehicle Reserves	-	126,313	184,329	184,329	284,796	54.5%
Sale of Assets	61,001	33,267	10,000	-	-	-100.0%
Total Miscellaneous	61,001	173,248	194,329	184,329	284,796	46.6%
Charges for Services:						
Fleet Services	1,268,842	1,282,861	1,333,903	1,278,303	1,297,202	-2.8%
Total Charges for Services	1,268,842	1,282,861	1,333,903	1,278,303	1,297,202	-2.8%
TOTAL FLEET FUND	1,329,843	1,456,109	1,528,232	1,462,632	1,581,998	3.5%
Benefit Self Insurance Fund						
Miscellaneous:						
Self Insurance Premiums - Employer	1,841,451	2,134,847	2,364,000	2,364,000	2,365,700	0.1%



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Revenue Schedule by Fund

Major Revenue Accounts	FY 2014	FY 2015	FY 2016		FY 2017	%
	Actual	Actual	Budget	Projected	Budget	to Budget
Self Insurance Premiums - Employee	246,565	318,872	321,400	321,400	496,350	54.4%
COBRA Premiums	18,865	10,465	25,000	25,000	25,000	0.0%
Retiree Premiums	10,435	1,911	8,000	8,000	10,500	31.3%
UHC Wellness Program	20,000	20,000	20,000	20,000	20,000	0.0%
Miscellaneous	75,978	-	122,000	122,000	113,190	-7.2%
Total Miscellaneous	2,213,294	2,486,096	2,860,400	2,860,400	3,030,740	6.0%
TOTAL BENEFIT SELF INSURANCE FUND	2,213,294	2,486,096	2,860,400	2,860,400	3,030,740	6.0%
Water Utility Fund						
Water Sales:						
Residential Water Sales	7,881,436	7,649,136	8,038,000	7,880,590	8,116,483	1.0%
Commercial Water Sales	886,712	779,877	810,000	816,295	828,238	2.3%
Irrigation Water Sales	1,356,689	1,196,394	1,431,000	1,130,172	1,149,577	-19.7%
Turf Related Water Sales	1,760,090	1,383,047	1,631,000	1,627,606	1,655,323	1.5%
Construction Water Sales	283,632	271,815	250,000	206,097	211,274	-15.5%
Other	816	305	500	181	500	0.0%
Total Water Sales	12,169,375	11,280,574	12,160,500	11,660,941	11,961,395	-1.6%
Charges for Services:						
Engineer Plan Review Fees	15,654	17,020	20,000	20,000	20,000	0.0%
Construction Inspection Fees	30,463	33,267	24,000	48,000	48,000	100.0%
Misc Service Revenue	17,842	9,642	6,000	9,000	6,000	0.0%
Backflow-Install Permit Fee	8,380	2,860	5,000	3,600	3,600	-28.0%
Sewer Fees	201,886	203,025	207,000	205,500	206,000	-0.5%
Late Fees	99,585	93,056	100,000	92,000	92,000	-8.0%
NSF Fees	3,553	3,430	3,500	3,500	3,500	0.0%
Rain Sensors	8	15	-	-	-	0.0%
Meter Income	94,377	50,930	90,700	60,200	90,700	0.0%
New Service Establish Fees	94,468	91,104	80,000	80,000	80,000	0.0%
Reconnect Fees	41,945	47,538	40,000	40,000	40,000	0.0%
Groundwater Preservation Fee	2,599,718	2,330,231	2,500,000	2,319,000	2,346,000	-6.2%
Other	107,981	108,749	108,000	108,000	108,000	0.0%
Total Charges for Services	3,315,859	2,990,866	3,184,200	2,988,800	3,043,800	-4.4%
Interest Income:						
Interest - Investments	61,338	70,275	59,520	59,520	72,000	21.0%
Total Interest Income	61,338	70,275	59,520	59,520	72,000	21.0%
Miscellaneous:						
Miscellaneous	1,257	43,133	-	11,608	-	0.0%
Insurance Recoveries	2,913	7,962	-	-	-	0.0%
Sale of Assets	7,661	2,929	-	2,000	-	0.0%
Total Miscellaneous	11,831	54,024	-	13,608	-	0.0%
Other Financing Sources:						
WIFA Loan Proceeds	-	2,353,843	1,800,000	1,300,000	-	-100.0%
Total Other Financing Sources	-	2,353,843	1,800,000	1,300,000	-	-100.0%
TOTAL WATER UTILITY FUND	15,558,403	16,749,582	17,204,220	16,022,869	15,077,195	-12.4%
Alternative Water Resources Development Impact Fee Fund						
Impact Fees:						
Residential Impact Fees	1,362,186	737,457	809,000	742,096	930,350	15.0%
Commercial Impact Fees	1,014,496	434,713	522,323	374,926	109,739	-79.0%
Total Impact Fees	2,376,682	1,172,170	1,331,323	1,117,022	1,040,089	-21.9%



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Revenue Schedule by Fund

Major Revenue Accounts	FY 2014	FY 2015	FY 2016		FY 2017	% to Budget
	Actual	Actual	Budget	Projected	Budget	
Interest Income:						
Interest - Investments	22,208	26,148	19,840	19,840	26,400	33.1%
Total Interest Income	22,208	26,148	19,840	19,840	26,400	33.1%
TOTAL AWRDIF FUND	2,398,890	1,198,318	1,351,163	1,136,862	1,066,489	-21.1%
Potable Water System Development Impact Fee Fund						
Impact Fees:						
Single Family Connections	367,078	311,306	403,000	364,670	463,450	15.0%
Multi-Family Connections	536,750	60,600	175,994	-	-	-100.0%
Commercial Connections	319,510	186,501	73,335	73,336	39,288	-46.4%
Irrigation Connections	128,620	32,638	10,878	92,474	16,320	50.0%
Fire-Flow Connections	61,089	-	-	-	-	0.0%
Total Impact Fees	1,413,047	591,045	663,207	530,480	519,058	-21.7%
Interest Income:						
Interest - Investments	30,673	28,172	19,840	19,840	28,800	45.2%
Total Interest Income	30,673	28,172	19,840	19,840	28,800	45.2%
TOTAL PWSDIF FUND	1,443,720	619,217	683,047	550,320	547,858	-19.8%
Stormwater Utility Fund						
State Grants:						
Miscellaneous State Grants	-	-	35,000	35,000	-	-100.0%
Total State Grants	-	-	35,000	35,000	-	-100.0%
Charges for Services:						
Late Fees	2,399	2,450	3,000	3,000	3,000	0.0%
Stormwater Utility Fee	757,006	769,128	784,000	784,000	1,300,500	65.9%
Total Charges for Services	759,405	771,578	787,000	787,000	1,303,500	65.6%
Interest Income:						
Interest - Investments	1,201	294	250	300	500	100.0%
Total Interest Income	1,201	294	250	300	500	100.0%
Miscellaneous:						
Miscellaneous	23	16	-	-	-	0.0%
Total Miscellaneous	23	16	-	-	-	0.0%
TOTAL STORMWATER UTILITY FUND	760,629	771,888	822,250	822,300	1,304,000	58.6%
Recreation In Lieu Fee Fund						
Charges for Services:						
Recreation In Lieu Fees	-	-	-	21,728	-	0.0%
Total Charges for Services	-	-	-	21,728	-	0.0%
TOTAL REC IN LIEU FEE FUND	-	-	-	21,728	-	0.0%
TOTAL REVENUE - ALL FUNDS	\$ 63,528,198	\$ 63,505,232	\$ 79,855,043	\$ 68,550,868	\$ 77,334,197	-3.2%

Note: Does not include Interfund Transfers or Carry-Forward Balances



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Personnel Schedule

	FY 2014	FY 2015	FY 2016		FY 2017	+/- to Budget
	Actual	Actual	Budget	Projected	Budget	
Clerk						
Town Clerk	1.00	1.00	1.00	1.00	1.00	-
Deputy Town Clerk	1.00	1.00	1.00	1.00	1.00	-
Senior Office Specialist	1.00	1.00	1.00	1.00	1.00	-
Office Specialist	0.50	0.50	0.50	0.50	0.50	-
Office Assistant	0.96	0.96	0.96	0.96	0.96	-
Communications Intern	0.10	0.10	0.10	0.10	0.10	-
Total Clerk	4.56	4.56	4.56	4.56	4.56	-
				Full-time employees:	3	
				Part-time employees:	3	
Council						
Mayor	1.00	1.00	1.00	1.00	1.00	-
Council Member	6.00	6.00	6.00	6.00	6.00	-
Total Council	7.00	7.00	7.00	7.00	7.00	-
				Full-time employees:	-	
				Part-time employees:	7	
Community Development & Public Works (CDPW)						
Director, CDPW	1.00	1.00	1.00	1.00	1.00	-
Assistant CDPW Director	1.00	1.00	1.00	1.00	1.00	-
Division Manager, Permitting	1.00	1.00	1.00	1.00	1.00	-
Division Manager, Planning	1.00	1.00	1.00	1.00	1.00	-
Div Mgr, Inspect. & Comp./Bldg Official	1.00	1.00	1.00	1.00	1.00	-
Engineering Division Manager	1.00	1.00	1.00	1.00	1.00	-
Operations Division Manager	1.00	1.00	1.00	1.00	1.00	-
Conservation & Sustainability Administrator	1.00	-	-	-	-	-
Senior Civil Engineer	2.00	2.00	2.00	2.00	2.00	-
Principal Planner	1.00	2.00	2.00	2.00	2.00	-
Civil Engineer	2.00	2.00	2.00	2.00	2.00	-
Stormwater Utility Division Manager	-	-	-	-	1.00	1.00
Stormwater Engineer	1.00	1.00	1.00	1.00	-	(1.00)
Stormwater Utility Project Manager	-	-	-	-	1.00	1.00
Transit Services Crew Leader	2.00	2.00	2.00	2.00	2.00	-
Senior Planner	3.00	3.00	3.00	2.00	2.00	(1.00)
Planner	1.00	1.00	1.00	2.00	2.00	1.00
Senior Planning Technician	1.00	1.00	1.00	1.00	1.00	-
GIS Analyst	0.50	-	-	-	-	-
Civil Engineering Designer	1.00	1.00	1.00	1.00	1.00	-
Stormwater Utility Drainage Designer	-	-	-	-	1.00	1.00
Engineering Design Reviewer	1.00	1.00	1.00	1.00	1.00	-
Plans Examiner II	2.00	2.00	2.00	2.00	2.00	-
Building Inspector II	4.00	4.00	4.00	4.00	4.00	-
Building Inspector I	-	1.00	1.00	1.00	1.00	-
Plans Examiner I	1.00	1.00	1.00	1.00	1.00	-
Senior Civil Engineering Tech	3.00	3.00	3.00	3.00	3.00	-
Parks Maintenance Superintendent	-	-	-	-	1.00	1.00
Parks Maintenance Coordinator	-	-	-	-	1.00	1.00
Parks Maintenance Crew Leader	-	-	-	-	1.00	1.00
Parks Maintenance Worker II	-	-	-	-	1.00	1.00
Parks Maintenance Worker I	-	-	-	-	4.92	4.92



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Personnel Schedule

	FY 2014	FY 2015	FY 2016		FY 2017	+/- to Budget
	Actual	Actual	Budget	Projected	Budget	
Park Monitor/Janitor	-	-	-	-	0.96	0.96
Streets Maintenance Superintendent	-	-	-	1.00	1.00	1.00
Streets & Drainage Senior Crew Leader	1.00	1.00	1.00	-	-	(1.00)
Senior Traffic Technician	1.00	1.00	1.00	1.00	1.00	-
Code Compliance Specialist	1.00	1.00	1.00	1.00	1.00	-
Construction Inspector	-	-	1.00	1.00	3.00	2.00
Construction Clerk	-	-	-	-	1.00	1.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00	-
Stormwater Utility Analyst	-	-	-	-	1.00	1.00
Stormwater Inspector Technician	-	-	-	-	1.00	1.00
Civil Engineering Technician	1.00	1.00	1.00	1.00	-	(1.00)
Facilities Maintenance Crew Leader	1.00	1.00	1.00	1.00	1.00	-
Fleet Maintenance Mechanic III	1.00	1.00	1.00	1.00	1.00	-
Traffic Signs/Markings Crew Leader	1.00	1.00	1.00	1.00	1.00	-
Streets & Drainage Crew Leader	2.00	2.00	2.00	2.00	2.00	-
Traffic Technician	1.00	1.00	1.00	1.00	1.00	-
Zoning Technician	1.00	1.00	1.00	1.00	1.00	-
Facilities Maintenance Technician	1.00	1.00	1.00	1.00	1.00	-
Heavy Equipment Operator III	2.00	2.00	3.00	3.00	3.00	-
Heavy Equipment Operator II	3.00	3.00	3.00	3.00	6.00	3.00
Building Permit Technician	2.00	2.00	2.00	2.00	2.00	-
Senior Office Specialist	1.00	1.00	1.00	1.00	1.00	-
Office Specialist	1.96	1.96	1.96	1.96	1.96	-
Traffic Signs/Markings Worker	1.00	1.00	1.00	1.00	1.00	-
Transit Specialist	-	-	-	1.11	1.11	1.11
Lead Transit Driver	1.00	1.00	1.00	-	-	(1.00)
Transit Dispatcher	2.11	2.11	2.11	2.11	2.11	-
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00	-
Office Assistant	2.40	2.40	2.40	2.88	2.88	0.48
Transit Driver	16.98	16.98	16.98	16.50	16.87	(0.11)
Intern	0.30	0.30	0.30	0.30	0.30	-
Total CDPW	81.25	81.75	83.75	83.86	103.11	19.36
					Full-time employees: 80	
					Part-time employees: 51	
Finance						
Finance Director	1.00	1.00	1.00	1.00	1.00	-
Procurement Administrator	1.00	1.00	1.00	1.00	1.00	-
Finance Manager	-	1.00	1.00	1.00	1.00	-
Accounting Supervisor	1.00	-	-	-	-	-
Senior Budget Analyst	-	1.00	1.00	1.00	1.00	-
Management & Budget Analyst	1.00	-	-	-	-	-
Senior Accountant	1.00	1.00	1.00	1.00	1.00	-
Accounting Specialist	-	-	-	-	1.00	1.00
Payroll Specialist	1.00	1.00	1.00	1.00	-	(1.00)
Accounting Clerk	1.00	-	-	-	-	-
Office Specialist	-	1.00	1.00	1.00	1.00	-
Total Finance	7.00	7.00	7.00	7.00	7.00	-
					Full-time employees: 7	
					Part-time employees: -	



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Personnel Schedule

	FY 2014	FY 2015	FY 2016		FY 2017	+/-
	Actual	Actual	Budget	Projected	Budget	to Budget
Human Resources						
Human Resource Director	1.00	1.00	1.00	1.00	1.00	-
Human Resource Analyst	-	2.00	2.00	2.00	2.00	-
Human Resource Specialist	2.00	-	-	-	-	-
Office Specialist	0.50	0.50	0.50	0.50	0.50	-
Total Human Resources	3.50	3.50	3.50	3.50	3.50	-
				Full-time employees:	4	
				Part-time employees:	-	
Information Technology						
IT Director	1.00	1.00	1.00	1.00	1.00	-
Network Administrator	1.00	1.00	1.00	1.00	1.00	-
Systems Analyst	1.00	1.00	1.00	1.00	1.00	-
Data Base Analyst	1.00	1.00	1.00	1.00	1.00	-
Senior GIS Specialist	-	1.00	1.00	1.00	1.00	-
GIS Analyst	1.50	1.00	1.00	1.00	1.00	-
IT Analyst	1.00	1.00	1.00	1.00	1.00	-
Total Information Technology	6.50	7.00	7.00	7.00	7.00	-
				Full-time employees:	7	
				Part-time employees:	-	
Legal						
Legal Services Director	1.00	1.00	1.00	1.00	1.00	-
Chief Civil Deputy Attorney	1.00	1.00	1.00	1.00	1.00	-
Assistant Town Prosecutor	1.00	1.00	1.00	1.00	1.00	-
Senior Paralegal	1.00	1.00	1.00	1.00	1.00	-
Paralegal I	1.00	1.00	1.00	1.00	1.00	-
Legal Secretary	1.00	1.00	1.00	1.00	1.00	-
Total Legal	6.00	6.00	6.00	6.00	6.00	-
				Full-time employees:	6	
				Part-time employees:	-	
Magistrate Court						
Magistrate Judge	1.00	1.00	1.00	1.00	1.00	-
Court Administrator	1.00	1.00	1.00	1.00	1.00	-
Courtroom Clerk	1.00	1.00	1.00	1.00	1.00	-
Senior Court Clerk	3.00	3.00	3.00	3.00	3.00	-
Court Clerk	1.00	1.00	1.00	1.00	1.00	-
Bailiff	1.00	1.00	1.00	1.00	1.00	-
Total Magistrate Court	8.00	8.00	8.00	8.00	8.00	-
				Full-time employees:	8	
				Part-time employees:	-	
Town Manager's Office						
Town Manager	1.00	1.00	1.00	1.00	1.00	-
Assistant to the Town Manager	1.00	1.00	1.00	1.00	1.00	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	-
Senior Office Specialist	1.00	1.00	1.00	1.00	1.00	-



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Personnel Schedule

	FY 2014	FY 2015	FY 2016		FY 2017	+/- to Budget
	Actual	Actual	Budget	Projected	Budget	
Management Intern	0.38	0.38	0.38	0.38	0.38	-
Economic Development Manager	1.00	1.00	1.00	1.00	1.00	-
Economic Development Specialist	1.00	1.00	1.00	1.00	1.00	-
Communications Administrator	1.00	1.00	1.00	1.00	1.00	-
New Media Developer	1.00	1.00	1.00	1.00	1.00	-
Marketing & Communications Specialist	1.00	1.00	1.00	1.00	1.00	-
Constituent Services Coordinator	1.00	1.00	1.00	1.00	1.00	-
Total Town Manager's Office	10.38	10.38	10.38	10.38	10.38	-
					Full-time employees: 10	
					Part-time employees: 1	
Parks and Recreation						
Parks & Recreation Director	1.00	1.00	1.00	1.00	1.00	-
Recreation & Cultural Services Manager	-	1.00	1.00	1.00	1.00	-
Recreation Facility Manager	-	1.00	1.00	1.00	1.00	-
Recreation Manager	1.00	-	-	-	-	-
Multimodal Planner	1.00	1.00	1.00	1.00	1.00	-
Aquatics Manager	1.00	1.00	1.00	1.00	1.00	-
Parks Maintenance Superintendent	-	-	-	1.00	-	-
Parks Maintenance Supervisor	-	1.00	1.00	-	-	(1.00)
Parks Maintenance Coordinator	1.00	1.00	1.00	1.00	-	(1.00)
Parks Maintenance Crew Leader	1.00	-	-	-	-	-
Parks Maintenance Worker II	3.00	1.00	1.00	1.00	-	(1.00)
Facilities Maintenance Technician	-	-	2.00	2.00	2.00	-
Senior Office Specialist	1.00	1.00	2.00	2.00	2.00	-
Office Assistant	1.00	1.75	1.75	1.75	2.00	0.25
Assistant Recreation Manager	1.00	1.00	2.00	2.00	2.00	-
Recreation Leader	0.40	0.80	2.76	1.76	2.76	-
Assistant Aquatics Manager	1.00	1.00	1.00	1.00	1.00	-
Aquatics Facility Supervisor	1.36	1.36	1.36	2.80	2.94	1.58
Aquatics Shift Leader	4.08	3.40	3.40	3.40	2.39	(1.01)
Park Maintenance Worker I	2.35	3.92	3.92	3.92	-	(3.92)
Park Monitor	1.23	0.96	0.96	0.96	-	(0.96)
Custodian	-	-	0.96	1.92	1.92	0.96
Facility Attendant	-	-	2.94	5.00	5.00	2.06
Aquatics Facility Attendant	5.76	5.76	5.76	5.76	5.76	-
Recreation Aide	1.50	1.75	3.75	3.75	3.75	-
Fitness Instructor	-	-	1.50	1.50	1.50	-
Lifeguard/Swim Instructor	5.50	5.50	5.50	8.00	8.00	2.50
Total Parks and Recreation	35.18	36.20	49.56	55.52	48.02	(1.54)
					Full-time employees: 15	
					Part-time employees: 35	
					(not including seasonal employees)	
Police						
Chief of Police	1.00	1.00	1.00	1.00	1.00	-
Deputy Chief of Police	1.00	1.00	1.00	1.00	1.00	-
Commander	2.00	2.00	2.00	2.00	2.00	-
Lieutenant	5.00	5.00	5.00	5.00	5.00	-
Sergeant	13.00	13.00	13.00	12.00	12.00	(1.00)
Detective	7.00	7.00	7.00	7.00	7.00	-
Patrol Officer	52.00	52.00	52.00	54.00	54.00	2.00
Motorcycle Officer	7.00	7.00	7.00	6.00	6.00	(1.00)



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Personnel Schedule

	FY 2014	FY 2015	FY 2016		FY 2017	+/- to Budget
	Actual	Actual	Budget	Projected	Budget	
Customer Service Representative	4.00	4.48	0.48	0.48	0.48	-
Total Water Utility	37.00	37.48	38.48	37.48	39.48	1.00
			Full-time employees:		39	
			Part-time employees:		1	
Total Personnel	339.50	342.00	358.36	363.43	377.18	18.82

Full-time employees: **308**
 Part-time employees: **106**



Fiscal Year 2016-2017

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**Stormwater Utility
Fund Summary**

	FY 2016 Budget	FY 2016 Projected	FY 2017 Budget	% to Budget
Revenues and Other Sources				
State Grants	35,000	35,000	-	-100.0%
Charges for Services	787,000	787,000	1,303,500	65.6%
Interest Income	250	300	500	100.0%
Total	\$ 822,250	\$ 822,300	\$ 1,304,000	58.6%
Expenditures				
Personnel	346,620	346,620	344,242	-0.7%
FY 16/17 Personnel Increase			214,992	
Operations & Maintenance	626,995	619,995	660,525	5.3%
Capital Outlay	90,500	52,500	89,000	-1.7%
Total	\$ 1,064,115	\$ 1,019,115	\$ 1,308,759	23.0%
Cash Total *	\$ 929,115	\$ 884,115	\$ 1,153,759	24.2%
Increase/(Decrease)			150,241	
Beginning Fund Balance			\$ 217,538	
Ending Fund Balance			\$ 367,779	

* Total expenditures less non-cash outlays for Depreciation & Amortization



CDPW - Public Works Stormwater Utility Fund

The Stormwater Utility enterprise is managed through the Operations Division of the Community Development & Public Works (CDPW) Department. The Stormwater Utility is responsible for meeting all quality and quantity issues including the Town's Stormwater Management Plan, Floodplain and Erosion Hazard Management, and supporting all other Town programs that are impacted by storm events. The Stormwater Utility also coordinates with federal, state and local government agencies with regard to floodplain issues.

REVISED 5-19-16

	FY 2015 Actual	FY 2016 Budget	FY 2016 Projected	FY 2017 Budget
<i>PERSONNEL</i>				
Stormwater Utility Division Mgr	-	-	-	1.00
Stormwater Engineer	1.00	1.00	1.00	-
Operations Division Manager	0.25	0.25	0.25	0.25
Civil Engineer	1.00	1.00	1.00	1.00
Stormwater Utility Project Manager	-	-	-	1.00
Stormwater Utility Drainage Designer	-	-	-	1.00
Stormwater Inspector Technician	-	-	-	1.00
Civil Engineering Technician	1.00	1.00	1.00	-
Stormwater Utility Analyst	-	-	-	1.00
Office Specialist	0.60	0.60	0.60	0.60
Total FTEs	3.85	3.85	3.85	6.85

	FY 2015 Actual	FY 2016 Budget	FY 2016 Projected	FY 2017 Budget
<i>PROGRAM EXPENDITURES</i>				
Personnel	\$ 310,236	\$ 346,620	\$ 346,620	\$ 344,242
O&M	389,295	491,995	484,995	505,525
Capital	239,235	90,500	52,500	89,000
Total Expenditures	\$ 938,766	\$ 929,115	\$ 884,115	\$ 938,767

Does not include non-cash outlays for depreciation

	FY 2015 Actual	FY 2016 Budget	FY 2016 Projected	FY 2017 Budget
<i>REVENUES BY FUNDING SOURCE</i>				
State Grants	\$ -	\$ 35,000	\$ 35,000	\$ -
Charges for Services	771,578	787,000	787,000	1,303,500
Miscellaneous	16	-	-	-
Interest Income	294	250	300	500
Total Revenues	\$ 771,888	\$ 822,250	\$ 822,300	\$ 1,304,000

2016-2017 Recommended Budget

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TOWN OF ORO VALLEY
NEXT YEAR BUDGET COMPARISON REPORT

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PROJECTION: 2017 FY 16/17 BUDGET

FOR PERIOD 99

ACCOUNTS FOR:	2015	2016	2016	2017	2017	2017	PCT
STORMWATER UTILITY	ACTUAL	ORIG BUD	REVISED BUD	TOWN MGR	TOWN COUN	FINAL	CHANGE
10 PERSONNEL							
REGULAR EMPLOYEES	244,326.34	254,968.00	254,968.00	255,426.00	255,426.00	.00	.2%
GROUP INSURANCE	33,413.07	40,206.00	40,206.00	34,779.00	34,779.00	.00	-13.5%
SOCIAL SECURITY/MEDICA	18,067.10	19,116.00	19,116.00	19,219.00	19,219.00	.00	.5%
ASRS CONTRIBUTIONS	20,331.40	29,245.00	29,245.00	29,323.00	29,323.00	.00	.3%
WORKERS' COMPENSATION	2,800.86	2,981.00	2,981.00	5,386.00	5,386.00	.00	80.7%
OTHER EMPLOYEE BENEFIT	-8,703.10	104.00	104.00	109.00	109.00	.00	4.8%
PERSONNEL	310,235.67	346,620.00	346,620.00	344,242.00	344,242.00	.00	-.7%
20 OPERATIONS & MAINTENANCE							
OUTSIDE PROFESSIONAL S	240,819.17	335,795.00	335,795.00	300,525.00	330,525.00	.00	-10.5%
VEHICLE REPAIR & MAINT	51,545.30	19,800.00	19,800.00	6,100.00	6,500.00	.00	-69.2%
EQUIPMENT REPAIR & MAI	.00	32,000.00	32,000.00	40,000.00	40,000.00	.00	25.0%
RENTALS	.00	250.00	250.00	250.00	500.00	.00	.0%
TELECOMMUNICATIONS	1,338.19	1,400.00	1,400.00	1,400.00	2,800.00	.00	.0%
POSTAGE	41.77	250.00	250.00	250.00	250.00	.00	.0%
PRINTING & BINDING	420.61	1,000.00	1,000.00	500.00	2,000.00	.00	-50.0%
TRAVEL & TRAINING	4,872.44	5,000.00	5,000.00	6,400.00	16,400.00	.00	28.0%
MEMBERSHIPS & SUBSCRIP	6,140.00	7,500.00	7,500.00	7,500.00	7,500.00	.00	.0%
OFFICE SUPPLIES	1,680.00	2,000.00	2,000.00	1,500.00	6,000.00	.00	-25.0%
GASOLINE	17,363.04	24,500.00	24,500.00	15,000.00	20,000.00	.00	-38.8%
NON-CAPITALIZED EQUIPM	292.95	.00	.00	.00	.00	.00	.0%

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TOWN OF ORO VALLEY
NEXT YEAR BUDGET COMPARISON REPORT

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PROJECTION: 2017 FY 16/17 BUDGET

FOR PERIOD 99

ACCOUNTS FOR: STORMWATER UTILITY	2015 ACTUAL	2016 ORIG BUD	2016 REVISED BUD	2017 TOWN MGR	2017 TOWN COUN	2017 FINAL	PCT CHANGE
UNIFORMS	415.73	750.00	750.00	750.00	1,500.00	.00	.0%
BAD DEBT EXPENSE	840.81	750.00	750.00	750.00	750.00	.00	.0%
FIELD SUPPLIES	261.99	9,000.00	9,000.00	9,000.00	17,500.00	.00	.0%
MISCELLANEOUS OTHER OP	10,012.21	3,407.00	3,407.00	.00	.00	.00	-100.0%
DEPRECIATION	151,086.53	135,000.00	135,000.00	155,000.00	155,000.00	.00	14.8%
SAFETY COMPLIANCE	278.56	500.00	500.00	500.00	1,000.00	.00	.0%
SOFTWARE MAINTENANCE &	1,511.58	1,500.00	1,500.00	1,500.00	2,300.00	.00	.0%
STORMWATER MAINTENANCE OPERATIONS & MAINTENAN	51,460.61 540,381.49	50,000.00 630,402.00	50,000.00 630,402.00	50,000.00 596,925.00	50,000.00 660,525.00	.00 .00	.0% -5.3%
30 CAPITAL OUTLAY							
MINOR ASSETS	1,973.16	2,500.00	2,500.00	2,000.00	4,000.00	.00	-20.0%
VEHICLES	.00	.00	.00	.00	35,000.00	.00	.0%
VEHICLE RESERVE-ENTERP	26,250.00	38,000.00	38,000.00	.00	.00	.00	-100.0%
CAPITAL OUTLAY	28,223.16	40,500.00	40,500.00	2,000.00	39,000.00	.00	-95.1%
TOTAL STORMWATER UTILITY	878,840.32	1,017,522.00	1,017,522.00	943,167.00	1,043,767.00	.00	-7.3%
GRAND TOTAL	878,840.32	1,017,522.00	1,017,522.00	943,167.00	1,043,767.00	.00	-7.3%

** END OF REPORT - Generated by WENDY GOMEZ **



Fiscal Year 2016-2017

REVISED 5-19-16

**Community Center Fund
Fund Summary**

	FY 2016 Budget	FY 2016 Projected	FY 2017 Budget	% to Budget
Revenues and Other Sources				
Local Sales Tax	2,000,000	2,000,000	2,105,163	5.3%
Charges for Services	5,400,763	3,985,544	4,482,214	-17.0%
Miscellaneous	-	28,211	27,861	0.0%
Total	\$ 7,400,763	\$ 6,013,755	\$ 6,615,238	-10.6%
Expenditures and Other Uses				
Personnel	462,517	576,587	690,938	49.4%
FY 16/17 Personnel Increase			46,006 (A)	
Operations & Maintenance	6,152,816	5,064,325	5,152,691	-16.3%
Equipment Leases	333,000	402,937	350,568	5.3%
Capital Outlay	1,115,000	450,000	602,200	-46.0%
Transfer to General Fund	120,000	120,000	120,000	0.0%
Total	\$ 8,183,333	\$ 6,613,849	\$ 6,962,403	-14.9%
Increase/(Decrease)			(347,165)	
Beginning Fund Balance Restricted			\$ 425,128	
Ending Fund Balance Restricted			\$ 77,963	

(A) Includes \$34,350 for temporary personnel to perform cart path capital maintenance



Parks and Recreation Community Center Fund

The Community Center Fund is used to manage the operations of the Town's newly acquired Community & Recreation Center, golf, food & beverage and tennis facilities. Revenues include a dedicated 0.5% sales tax, as well as revenues from golf, food and beverage, fitness and recreation activities. Expenditures include personnel, operating and capital improvement costs for the facilities. Golf, food & beverage and tennis are managed by an outside contractor.

REVISED 5-19-16

PERSONNEL

FY 2015 Actual	1.00
FY 2016 Budget	13.36
FY 2016 Projected	19.82
FY 2017 Budget	20.42

EXPENDITURES

	FY 2015 Actual	FY 2016 Budget	FY 2016 Projected	FY 2017 Budget
Community Center Operations	\$ 51,845	\$ 687,657	\$ 748,712	\$ 914,679
Golf & Contracted Operations	1,112,252	6,260,676	5,295,137	5,279,519
Capital Outlay				
Community Center	37,873	1,040,000	333,000	427,200
Golf & Tennis	-	75,000	117,000	175,000
Transfer to General Fund	-	120,000	120,000	120,000
Total Expenditures	\$ 1,201,970	\$ 8,183,333	\$ 6,613,849	\$ 6,916,398

REVENUES BY FUNDING SOURCE

	FY 2015 Actual	FY 2016 Budget	FY 2016 Projected	FY 2017 Budget
Community Center Operating Revenues	\$ 20,324	\$ 658,430	\$ 713,662	\$ 765,061
Contracted Operating Revenues	500,158	4,742,333	3,299,993	3,745,014
Local Sales Tax	506,710	2,000,000	2,000,000	2,105,163
Transfer from General Fund	1,200,000	-	-	-
Donations	-	-	100	-
Total Revenues	\$ 2,227,192	\$ 7,400,763	\$ 6,013,755	\$ 6,615,238

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TOWN OF ORO VALLEY
NEXT YEAR BUDGET COMPARISON REPORT

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PROJECTION: 2017 FY 16/17 BUDGET

FOR PERIOD 99

ACCOUNTS FOR: COMMUNITY CENTER FUND	2015 ACTUAL	2016 ORIG BUD	2016 REVISED BUD	2017 TOWN MGR	2017 TOWN COUN	2017 FINAL	PCT CHANGE
30 CAPITAL OUTLAY							
UNDEFINED PROJECT	36,727.21	1,115,000.00	.00	.00	.00	.00	.0%
CRC EQUIP & FURNISH	.00	.00	.00	31,200.00	31,200.00	.00	.0%
CONSULTANT DESIGN FEES	.00	.00	85,000.00	.00	.00	.00	-100.0%
ADA COMPLIANCE - 2ND F	.00	.00	400,000.00	.00	.00	.00	-100.0%
LOBBY RECONFIGURE AND	.00	.00	300,000.00	.00	.00	.00	-100.0%
FACILITY RESTORATION	.00	.00	120,000.00	.00	.00	.00	-100.0%
ENTRY MONUMENT SIGNS	.00	.00	85,000.00	.00	.00	.00	-100.0%
IT CONNECTIVITY	1,145.57	.00	50,000.00	.00	.00	.00	-100.0%
CRC ELEVATOR & ENTRYWA	.00	.00	.00	331,000.00	331,000.00	.00	.0%
TEEN/FAMILY ROOM @ CRC	.00	.00	.00	65,000.00	65,000.00	.00	.0%
GOLF COURSE IMPROVEMEN	.00	.00	75,000.00	.00	.00	.00	-100.0%
GOLF COURSE IRRIGATION	.00	.00	.00	75,000.00	75,000.00	.00	.0%
GOLF COURSE CART PATHS	.00	.00	.00	50,000.00	50,000.00	.00	.0%
TENNIS COURT IMPROVEME	.00	.00	.00	75,000.00	50,000.00	.00	.0%
CAPITAL OUTLAY	37,872.78	1,115,000.00	1,115,000.00	627,200.00	602,200.00	.00	-43.7%
TOTAL COMMUNITY CENTER FUND	37,872.78	1,115,000.00	1,115,000.00	627,200.00	602,200.00	.00	-43.7%
GRAND TOTAL	37,872.78	1,115,000.00	1,115,000.00	627,200.00	602,200.00	.00	-43.7%

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Town Council Regular Session

Item # 4.

Meeting Date: 05/19/2016

Requested by: Chris Cornelison

Submitted By: Chris Cornelison, Town
Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING SUGGESTIONS RECOGNIZING BILL ADLER

RECOMMENDATION:

Town staff has received several suggestions or comments from the community, Mr. Adler's family, Historic Preservation Commission and Town Council regarding potential ways to remember Mr. Bill Adler. Based on these comments and the efforts of actions taken by other community groups, the following is recommended for Council's consideration:

- Install a plaque at Steam Pump Ranch with a dedication inscription
- Place a memorial dedication within the Town's general plan document, *Your Voice, Our Future*
- Rename Historic Preservation Commission's educational program as the William Adler Educational Outreach Program

EXECUTIVE SUMMARY:

Town staff solicited via media release a call to the community for suggestions or comments regarding potential memorial ideas for Bill Adler. After taking into consideration efforts already being done by other community members, and comments made by the community, Mr. Adler's family and Town Council, staff is recommending the following actions for Town Council's consideration:

- Placement of a memorial dedication within the Town's general plan document, *Your Voice, Our Future*
- Installation of a plaque at Steam Pump Ranch with a dedication inscription
- Historic Preservation Commission's suggestion to rename its educational program as the "William Adler Educational Outreach Program"

The Historic Preservation Commission also suggested renaming a room at Town Hall after Mr. Adler; however, since the Library is planning to rename one of its rooms after Mr. Adler, staff believes that having potentially two different rooms with similar names would be too confusing for patrons and staff.

BACKGROUND OR DETAILED INFORMATION:

At the February 1, 2016 Town Council meeting, Town Council briefly discussed and gave direction to staff to accept and compile memorial suggestions from the community. Staff has solicited feedback and has compiled a list of ideas or suggestions which are attached to this communication.

The recommended suggestions regarding Bill Adler memorial ideas are based upon feedback from Mr. Adler's family, the community and Town Council. Below is a list of actions either being taken or actions suggested for Town Council's consideration. The actionable items, such as the Historic Preservation Commission's suggestion for renaming its educational program, placing a plaque at Steam Pump Ranch and including a dedication insert within the *Your Voice, Our Future*, are included in the suggested motion.

The following bulleted list includes ideas that either have been implemented, are in the process or are suggested for Town Council's consideration:

- Friends of the Library will present to the Pima County Public Library Board in order to request that the large conference room at the Oro Valley Library be named after Bill Adler
- Greater Oro Valley Chamber of Commerce and a resident have both adopted First Avenue as part of the Adopt-A-Roadway program – 2 signs have been placed along the sides of the road: 1 sign states "Honoring Bill Adler - an exceptional Oro Valley Citizen" and the other sign stating "The Greater Oro Valley Chamber of Commerce - In memory of Bill & Ann Adler"
- Canyon del Oro High School student, Jenna Hurst, painted a portrait of Bill Adler as part of the Creative Connections program that the Town has partnered with the Southern Arizona Arts and Culture Alliance. This portrait is being exhibited in the Town Council Chambers and will be given as a gift to the Adler family
- Historic Preservation Commission suggests renaming an educational program as the "William Adler Educational Outreach Program"
- Placing a memorial dedication within the Town's general plan document, *Your Voice, Our Future*
- Installing a plaque at Steam Pump Ranch with a dedication inscription

The Historic Preservation Commission also suggested renaming a room at Town Hall after Mr. Adler; however, since the Library is planning to rename one of its rooms after Mr. Adler, staff believes that having potentially two different rooms in Town-owned facilities with similar names would be too confusing for patrons and staff.

The Friends of the Library also inquired about renaming the Library after Bill Adler; however, they were informed that Pima County libraries are typically named after significant councilmembers, mayors, county supervisors or large donors.

FISCAL IMPACT:

Should Town Council approve the idea of installing a dedication plaque at Steam Pump Ranch, the cost would be approximately \$2,000; however, this amount is contingent on the size and type of plaque installed. The other suggested ideas are not expected to have significant financial costs.

SUGGESTED MOTION:

I MOVE to approve the following suggested ideas for staff to implement:

- Install a plaque at Steam Pump Ranch with a dedication inscription
- Place a memorial dedication within the Town's general plan document, *Your Voice, Our Future*
- Rename Historic Preservation Commission's educational program as the William Adler Educational Outreach Program

OR

I MOVE to...

Attachments

Bill Adler Community Suggestions

Suggestions

A plaque at Steam Pump Ranch

Rename First Avenue in memory of Mr. Adler. He says as long as he can remember, he would see Mr. Adler walking and picking up litter along First Avenue in honor of his late wife. Renaming the roadway just seems appropriate.

I know more than most about the growth, development and administration of the Town of Oro Valley. I have participated in the direction, administration and planning of the Town's future for 30 years. For these reasons I offer that William Adler be memorialized in an appropriate manner by the Town of Oro Valley. No other citizen or citizen volunteer has contributed more than Mr. Adler over the past 25 years.

I had offered my suggestions to the Town Manager's office previously but I am unaware if my suggestions were documented. Therefore, I offer a hierarchy of possible memorials that the Town of Oro Valley Council consider for adoption in his honor:

1. OV Library - First and foremost it is suggested that the Oro Valley Library be renamed. A possible suggestion is; "The Oro Valley William Adler Library (Pima County)"
2. Steam Pump Ranch Historic Site - Mr. Adler's contribution to both the planning and realization of the Steam Pump Ranch are unequalled. Consideration should be given to including his name in the Historic Site name.
3. River Front Park - It is recommended that River Front Park be renamed to the "William Adler River Front Park "similar to what we did with the Jim Kreigh Park.

"Parks and Rec has been actively seeking a new name for the Bosque Park between the CDO path and Oracle road. Seems like naming it after Bill would make sense."

A Service-Learning Chapter at one of the schools

"Nice piece of outside "kinetic art" (art that moves) in his memory"

"I suggest the Council Chamber be named for Mr Adler."

Over the past several years I have had the distinct honor calling Bill Adler my friend, a mentor and a signature supporter of the Arts. Bill Adler and I would speak almost weekly about his ideas, and dreams for the arts in Oro Valley. Over the past several years, two of these passions were both a hopeful digital art abstract public art installation at the Steam Pump Ranch in Oro Valley, as well as a sculptural installation in recognition of Military Veterans and Active Duty Service located at the new Community Center in Oro Valley. The Southern Arizona Arts and Cultural Alliance would be honored to help administer this project in any way possible.

I did not know Mr. Adler.

Accepting that he was a town advocate, served the town over many years and was a big donor to various projects.

What are the criteria that exist to honor people such as Mr. Adler? What has been done in the past? What sort of discussions have been held by the council regarding this memorial? Is the memorial a for-sure thing? Has the council said "do it? What is the budget?

He knew Bill for a number of years when he worked for the town manager's office. Bill spent a lot of time cleaning up the roadway on First Avenue as an auxiliary for his deceased wife and it meant a lot to him. A group of people that would continue the act of cleaning up the roadway in their honor and add Bill's name to the dedication sign currently up. He would assist in organizing something if others are interested

Bill dedicated his life to the town and made many contributions I worked with Bill while I was on DRB and P&Z as well as the General Plan he was dedicated to making sure that citizens were protected. My suggestions are as follows: Bill spent many hours educating citizens at the Oro Valley Library it would be great to rename the library in his name.

Bill also was very instrumental in the planning and realization of Steam Pump ranch consideration should be given to include his name in the Historical Site name.

The River Front Park should be renamed like what was done for Jim Kreigh - Bill was just as if not more than Mr. Kreigh.

Bill spent most of his life in the Oro Valley Council Chambers thought should be given to renaming the chambers to OV William Adler Council Chamber.

This town owes a lot to the late Bill Adler and I hope that he is honored for his contribution.

Please consider the following idea regarding a memorial to Bill Adler:

1. Renaming the Oro Valley Library to "The Oro Valley William Adler Library" or something similar.
2. Renaming Riverfront Park to "William Adler Riverfront Park" or simply "William Adler Park."

It is appropriate that the Town of Oro Valley is considering a memorial for resident Bill Adler in memory of his many and varied contributions to the Town. He was a special person who was a major force in working to improve the quality of life in Oro Valley. Honoring Bill should include acknowledgement of his breadth of knowledge, willingness to learn, and his vision for Oro Valley's future.

My relationship with Bill included working together on the general plan update revision committee in 2004, the current general plan update in 2015, the environmentally sensitive land ordinance, the master plan for Steam Pump Ranch, as well as specific projects including the Steam Pump Ranch heritage gardens, student educational programs, and his recent film "Determining our Destiny: Oro Valley's Heritage."

I support a proposal to name the Oro Valley Library after Bill. Over half of the libraries in the Pima County system are named after an individual involved in public service. The "William Adler Oro Valley Library" would honor his public service and commitment to the Town as well as his specific support and contributions to adult reading and discussion programs at the Library, the Library's Heritage collection, and exhibit cases for use by the Oro Valley Historical Society.

In addition to the library, naming a Town facility would also be an appropriate memorial. He spent many hours in Town Hall meeting rooms, for the general plan, board and commission meetings, and a wide range of planning, zoning and community development meetings.

Naming facilities, places, and educational and cultural programs in memory of Bill will help current and future residents, and young and old, carry forward his commitment to improving the quality of life in Oro Valley. He leaves behind a legacy for our community that should be remembered and honored.

Please don't wait any longer to create a Memorial for Bill Adler. Renaming the OV Library after Mr. Adler would be a worthy acknowledgement for his endless effort to improve OV.

Will be naming its community education programs with "Bill Adler."

Oro Valley lost its most dedicated citizen when it lost Bill Adler. It was such an honor to serve on the YVOF Development Committee with Bill Adler. It was a chance to learn from Bill, work alongside him, and get to know him better. He had a genuine passion for our Town. His dedication to addressing topics and trying to make our Town better should be followed by every citizen of Oro Valley. Bill's commitment to Oro Valley must be honored and remembered.

Rename the Town's Council Chambers to the "Oro Valley William Adler Council Chambers" – Bill spent so much time in Council Chambers. He served on boards and commissions; worked on General Plans; attended and participated in so many planning & zoning meetings; and attended and participated in so many community development meetings. Bill felt he could help citizens gain greater awareness through his example. Last November, Bill told me only citizens could make a difference, and Bill definitely was a citizen who made a difference. Renaming Council Chambers would be an exceptional memorial.

In addition to renaming the library and/or Council Chambers, Your Voice/Our Future, the new General Plan, should be dedicated to Bill. Bill was so well-known for his involvement in developing Oro Valley's General Plans.

The board of the Friends of the Oro Valley Public Library was thinking of asking Pima County to let us name the large meeting room in the library after Bill Adler. He was a library volunteer and donor. He used this room for his Great Decisions program.

We have taken the first step. Should we proceed?

States there was approval to name the large program room in the library after Bill Adler. Would like to discuss other options to honor Mr. Adler with the Town's committee. She does not feel the renaming of the library will properly honor Bill.

Make it the subject of a future Public Art project and install it at the Library.

Make the subject "Community".

As committed as Bill was to Oro Valley I think it would be entirely appropriate to memorialize his contributions by naming one of our assets after him. I don't have any particular strong suggestions, but a park (a la Kreigh), possibly something around the Steam Pump Ranch, the library, or something like that. The important thing is for some memorial.

There is no Oro Valley resident who has given more to Oro Valley than Bill Adler. Please submit the following recommendations as appropriate Town recognitions of Bill Adler's dedication, support and love of Oro Valley.

1st choice: Rename the Oro Valley Library Branch to "William Adler Oro Valley Library" - Bill's love of books; his numerous adult reading and discussion groups held at the library; and his financial contributions make this an excellent memorial.

2nd choice: Rename the Town's Council Chambers to the "William Adler Oro Valley Council Chambers" – Bill spent so much time in Council Chambers. He served on boards and commissions; worked on General Plans; attended and participated in so many planning & zoning meetings; and attended and participated in so many community development meetings.

3rd choice: Name one of the major Town's parks "William Adler Park". If allowed for a historic site, the first choice is Steam Pump Ranch.

In addition to renaming the library, Council Chambers, or park: The Your Voice/Our Future, the new General Plan, should be dedicated to Bill. Bill was involvement in developing several of Oro Valley's General Plans. Bill was more knowledgeable of the General Plans than any staff member or elected official.

Install practical (shade trees), native vegetation at the Library or Town Hall with a plaque in his name

Name a library room in his name

Provide an "In memory" page within the Your Voice, Our Future final document referencing Bill's involvements and contributions

Name a Town ordinance or document that he significantly impacted in his name

Place a photo and short remembrance about him at Steam Pump Ranch or at another location

Work with SAACA to rename a program within the Musical Magic for Kids after Bill. Ex. "Bill's Raffle Prizes"

Name an upcoming piece of public art after Bill with a plaque below it
Name a Parks & Recreation program involving music after Bill
Partner with Splendido to put up a piece of art remembering Bill
Renaming the section of First Avenue that resides in OV to Adler Avenue. Bill would walk and pick up litter along First Avenue, so it seemed fitting to update the roadway name to memorialize Bill Adler
Will all of Bill's involvement with the Town's General Plans over the years, it would be nice to dedicate the Your Voice/Our Future to Bill
With his love of books, perhaps the Town could rename the Oro Valley Library in honor of him
Add Bill's name to the sign on First Avenue that has Mrs. Adler's name on it. The Chamber of Commerce would managed the clean-up.
Add Bill's name to the Library or rename: Example – The Oro Valley William Adler Library (Pima County)
Add Bill's name to the Steam Pump Ranch Historic Site name
Add Bill's name to Riverfront park: Example – William Adler Riverfront Park
Add Bill's name to the Oro Valley Chambers: Example – Oro Valley William Adler Council Chambers
The Historic Preservation Commission's community education/outreach efforts to be call the "Bill Adler Educational Outreach Program". They asked that this be approved in addition to any other final recognition project that eventually occurs; William Adler Study Center within the library; Name one of the meeting rooms at the Town Hall after him
Install a steam pump replica in the Proctor/Leiber House; the pump would be an educational replica where people could press a button and water would shoot through the pump, while also having educational audio.



Town Council Regular Session

Item # 5.

Meeting Date: 05/19/2016

Requested by: Stacey Lemos

Submitted By: Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION TO AMEND THE FY 2015/16 ADOPTED BUDGET BY POSTPONING TO FY 2016/17 THE FIRST ANNUAL \$120,000 REPAYMENT OF THE \$1.2 MILLION IN GENERAL FUND CONTINGENCY RESERVES LOANED TO THE COMMUNITY CENTER FUND IN FY 2014/15

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Included in the adopted FY 2015/16 annual budget is a transfer of \$120,000 from the Community Center Fund to the General Fund as the first of ten annual loan repayments totaling \$1.2 million in General Fund contingency reserves that were transferred to fund capital improvements and provide operational subsidy for the Oro Valley Community Center after it was acquired by the Town on May 1, 2015. Town Council approved this transfer of General Fund contingency reserves at its March 4, 2015 regular Council meeting with the direction that the Community Center Fund repay this amount back to the General Fund over a 10-year period in \$120,000 increments beginning in FY 2015/16.

In an April 19, 2016 report to Town Council proposing several cost savings measures in the Community Center Fund, staff recommended postponing the start of this 10-year loan repayment from the Community Center Fund to the General Fund until FY 2016/17, rather than beginning in FY 2015/16. This requires Town Council approval since this is an amendment to a budgeted, Council-directed loan repayment from one Town fund to another.

BACKGROUND OR DETAILED INFORMATION:

At the April 20, 2016 regular Town Council meeting, the February financial reports for the Troon-managed operations at the Oro Valley Community Center included updated year-end projections for FY 2015/16 illustrating a \$2.3 million net loss compared to previously-provided projections earlier in the fiscal year showing a net loss of approximately \$2 million.

As a result, the year-end fund balance for FY 2015/16 in the Community Center Fund was revised to \$128,000, compared to the previous estimate of \$425,000, for a difference of approximately \$300,000. This \$425,000 fund balance was intended to be carried forward into next year's budget and allocated toward the \$596,000 budget for capital improvements at the Community Center.

In an April 19, 2016 report to Town Council, staff proposed several cost saving measures impacting both this fiscal year and next fiscal year aimed at closing the estimated \$300,000 shortfall in the fund balance. One of the significant measures included in this report was the suggestion to postpone to FY 2016/17 the start of the 10-year payback of the \$1.2 million in upfront funds loaned from the General Fund contingency reserves to the Community Center Fund in FY 2014/15. These funds were used for funding capital improvements and providing operational subsidy after the Town acquired the facility on May 1, 2015. This \$1.2 million loan from the General Fund was approved by Town Council at the March 4, 2015 regular Council meeting, and included the direction from Council that the Community Center Fund repay this amount in \$120,000 increments over a 10-year period beginning in FY 2015/16.

Town Council authorization is needed to amend the FY 2015/16 adopted budget to eliminate this year's repayment amount of \$120,000 from both the Community Center Fund and the General Fund and postpone the start of the repayment period to FY 2016/17.

FISCAL IMPACT:

Should Town Council approve this measure, an amount of \$120,000 will be saved in the Community Center Fund in FY 2015/16, contributing significantly to the restoration of the estimated \$300,000 shortfall in the fund balance. With this measure approved, in addition to the other measures recommended by staff, the estimated year-end fund balance in the Community Center Fund will be approximately \$314,000.

In the General Fund, the estimated year-end fund balance will be reduced by \$120,000 from \$10,016,000 to \$9,896,000, which is 31% of budgeted expenditures and is well above the Council policy of 25%.

The FY 2016/17 Tentative Budget includes the \$120,000 loan repayment from the Community Center Fund to the General Fund.

SUGGESTED MOTION:

I MOVE to (approve or deny) amending the FY 2015/16 adopted budget by postponing to FY 2016/17 the first of 10 annual repayments of \$120,000 in General Fund contingency reserves loaned to the Community Center Fund in FY 2014/15.

or

I MOVE...

Attachments

No file(s) attached.



Town Council Regular Session

Item # 6.

Meeting Date: 05/19/2016

Requested by: Mayor Hiremath & Vice Mayor Waters

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING ADDING A
CODICIL/AGREEMENT TO THE TROON CONTRACT

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Mayor and Council met in executive session for legal advice and contract negotiations regarding modifications to the Troon contract.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

To be determined.

SUGGESTED MOTION:

I MOVE to approve the codicil to the Troon contract, modifying the existing contract by agreeing to :_____.

Attachments

No file(s) attached.



Town Council Regular Session

Item # 7.

Meeting Date: 05/19/2016

Requested by: Councilmember Zinkin & Councilmember Garner

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

DISCUSSION AND POSSIBLE DIRECTION REGARDING REZONING OF GOLF COURSE PROPERTY

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Councilmember Zinkin and Councilmember Garner have requested that the item be placed on the agenda for discussion.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to _____

Attachments

No file(s) attached.
