AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR, SPECIAL AND STUDY SESSION
JUNE 18, 2025
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

For information on public comment procedures, please see the instructions for in person and/or virtual speakers at the end of the agenda.

To watch and/or listen to the public meeting online, please visit
https://www.orovalleyaz.gov/town/departments/town-clerk/meetings-and-agendas

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

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UPCOMING MEETING ANNOUNCEMENTS

MAYOR AND COUNCIL REPORTS ON CURRENT EVENTS

TOWN MANAGER'S REPORT ON CURRENT EVENTS

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

INFORMATIONAL ITEMS

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

PRESENTATIONS

1. Quarterly presentation regarding the Explore Oro Valley Destination Marketing Organization representing the Town of Oro Valley

ADJOURNMENT OF THE REGULAR SESSION

SPECIAL SESSION

CALL TO ORDER

SPECIAL SESSION AGENDA

1. PUBLIC HEARING: RESOLUTION NO. (R)25-24, APPROVING THE ADOPTION OF THE FINAL BUDGET OF THE TOWN OF ORO VALLEY FOR FISCAL YEAR 2025/26, INCLUDING APPROVAL OF THE 10-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FROM FY 2025/26 THROUGH FY 2034/35 AND THE FY 2025/26 GENERAL PAY PLAN

ADJOURNMENT OF THE SPECIAL SESSION

RESUME REGULAR SESSION

CONSENT AGENDA
(Consideration and/or possible action)

A. Town Council Minutes - June 4, 2025, and the OV Path Forward Resident Working Group Minutes - January 28, February 6, February 11, February 13, February 20, February 25, February 27, March 6, March 11, March 13, March 20, March 25, March 26, March 27, April 3, April 8, April 9, April 10, April 14, April 17, April 22, April 24, April 29, May 1, May 8, and May 13, 2025

B. Resolution No. (R)25-25, authorizing and approving an Intergovernmental Agreement (IGA) between the Town of Oro Valley and Pima County regarding payment for the incarceration of municipal prisoners

C. Resolution No. (R)25-26, authorizing and approving an Intergovernmental Agreement (IGA) between the Town of Oro Valley and the Pima County Jail to provide officer coverage for video proceedings between the jail and the Court

D. Resolution No. (R)25-27, authorizing the chief of police to sign and enter into, on behalf of the Town, an Intergovernmental Agreement (IGA) between the Town of Oro Valley and the Arizona Department of Transportation for access to the Arizona Department of Transportation's Databases and Crash Data

E. Approval of Council Liaison assignments to the Tourism Advisory Commission and Amphitheater School District, effective June 19, 2025 to December 31, 2025

F. Resolution No. (R)25-28, re-authorizing and approving an amendment to the Cooperative Intergovernmental Agreement (IGA) between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnerships Program

G. Resolution No. (R)25-29, authorizing and approving a High Intensity Drug Trafficking Area (HIDTA) Grant Agreement between the City of Tucson and the Town of Oro Valley; and directing the Town Manager, Chief of Police, Town Clerk, and Town Legal Services Director, or their duly authorized officers and agents to take all steps necessary to carry out the purposes and intent of this resolution

H. Resolution No. (R)25-30, approving an amendment to the Intergovernmental Agreement (IGA) between the Town of Oro Valley and Pima County for animal control services for one year

REGULAR AGENDA

1. RESOLUTION NO. (R)25-31, DISCUSSION AND POSSIBLE ACTION TO APPROVE RIGHT-OF-WAY LICENSE AGREEMENTS FOR FIBER TO THE HOME PROVIDERS FOR WYYERD FIBER AND NOVOS FIBER

2. RESOLUTION NO. (R)25-32, DISCUSSION AND POSSIBLE ACTION APPROVING A GIFT AGREEMENT BETWEEN MONA ZIMERMAN AND THE TOWN OF ORO VALLEY

3. RESOLUTION NO. (R)25-33, DISCUSSION AND POSSIBLE ACTION TO ADOPT THE FY 25/26 - FY 26/27 STRATEGIC PLAN

4. DISCUSSION AND POSSIBLE ACTION REGARDING THE COMMUNITY CENTER FUND AND THE HALF CENT RECREATIONAL SALES TAX

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

ADJOURNMENT OF THE REGULAR SESSION

STUDY SESSION

CALL TO ORDER

STUDY SESSION AGENDA

1. DISCUSSION AND FEEDBACK ON THE 30% DRAFT OF THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

2. DISCUSSION REGARDING SEVERAL PROPOSED FEE AND OTHER REVENUE INCREASES AND THE ASSOCIATED COMMUNITY OUTREACH EFFORT

ADJOURNMENT OF STUDY SESSION

POSTED: 6/11/25 at 5:00 p.m. by ck

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

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

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

PUBLIC COMMENT ON AGENDA ITEMS

The Town has modified its public comment procedures for its public bodies to allow for limited remote/virtual comment via Zoom. The public may provide comments remotely only on items posted as required Public Hearings, provided the speaker registers 24 hours prior to the meeting. For all other items, the public may complete a blue speaker card to be recognized in person by the Mayor, according to all other rules and procedures. Written comments can also be emailed to Town Clerk Michael Standish at mstandish@orovalleyaz.gov for distribution to the Town Council prior to the meeting. Further instructions to speakers are noted below.

INSTRUCTIONS TO IN-PERSON SPEAKERS

Members of the public shall be allowed to speak on posted public hearings and during Call to Audience when attending the meeting in person. The public may be allowed to speak on other posted items on the agenda at the discretion of the Mayor.

If you wish to address the Town Council on any item(s) on this agenda, please complete a blue speaker card located on the Agenda table at the back of the room and give it to the Town Clerk. Please indicate on the blue 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.

Please step forward to the podium when the Mayor calls on you to address the Council.

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. You will only be allowed to address the Council one time 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 matter that is not on the agenda.
5. Any member of the public speaking must speak in a courteous and respectful manner to those present.

INSTRUCTIONS TO VIRTUAL SPEAKERS FOR PUBLIC HEARINGS

Members of the public may attend the meeting virtually and request to speak virtually on any agenda item that is listed as a Public Hearing. If you wish to address the Town Council virtually during any listed Public Hearing, please complete the online speaker form by clicking here https://forms.orovalleyaz.gov/forms/bluecard at least 24 hours prior to the start of the meeting. You must provide a valid email address in order to register. Town Staff will email you a link to the Zoom meeting the day of the meeting. After being recognized by the Mayor, staff will unmute your microphone access and you will have 3 minutes to address the Council. Further instructions regarding remote participation will be included in the email.

Thank you for your cooperation.

Town Council Regular Session **1.**

Meeting Date: 06/18/2025

Explore OV Destination Marketing Organization

Subject

Quarterly presentation regarding the Explore Oro Valley Destination Marketing Organization representing the Town of Oro Valley

Summary

Per Town Council request, Community and Economic Development Department staff are providing quarterly updates regarding the Explore OV DMO, 5-year Leisure Travel Strategy Plan, Explore OV website development, and other tourism-related items.

Attachments

Sponsorship Items

Explore OV Report June 2025

Staff Presentation

Sponsorship Benefits Summary

Event	Sponsorship Type (Tourism or Community Event)	Sponsorship Amount	EEI or Attendance	Room Nights Generated	Media Outreach Reach
Tucson Bicycle Classic	**Tourism**	**$14,000 Event Sponsorship** $11,000 Media and Marketing	$154,000 to $183,000	Minimum of 167 room nights 577 Participants	• 68,000 email connections • 47.8% open rate and 2,074 clicks. • 200+ content pieces. Instagram 360.7K reel views and a reach of 73K viewers • 178 stories archived and organized for ongoing visibility • Collaborated with Explore Oro Valley (exploreov) on 8 reels.
American Legion OV Meetings @ El Con (3-years)	**Tourism**	$5,000 annually, term expired CY2025	$2,357,505	Approximately 1,500 annually split between June and November for 3 years	NA
OV TRI/DU	**Tourism**	$6,000	$96,253	192 room nights	NA
Good Food Forum	**Tourism**	$2,500	400 attendees $29,500 125 event dinners at Tohono Chul Park	10 rooms at El Con	35 Southern AZ Vendors 200 buyers USDA Roundtable 1,502 mentions and likes
Lyla Sage Book Singing	**Tourism**	$2,500	245 Ticket Sales $13,806 revenue generated	NA	37,583 SM accounts reached
Rockin4Heroes	**Community**	$2,500	1,900 Attendess	81 room nights	NA
Christina Lauren Book Signing	**Tourism**	$1,000	TBD		TBD
Project Echelon	**Ec Dev**	$0 sponsorship $6,000 media and marketing buy for OV $6,000 media and marketing buy for Marana	$155,436	164 Room Nights	• Coverage of the pro team training in Northern Pima County and the Fondo Ride (35,000 subscribers, 750,000 online views per month) • Coverage of the pro team training in Northern Pima County in Cycling News: Average 11.5 million monthly views in over 90 countries • Professional Photography for commercial/town use from the entire training camp • Social Media Manager to post stories throughout the team camp and ride featuring Marana (3 stories per day for 10 days) • Use of the Town of Oro Valley logo as well as a “presented by” caption • Press Conference/Press release coordinated by Pima County/Oro Valley/Marana along with earned media coverage in local market • Future recruitment packet for marketing campaign
Totals		**$33,500**	**$2,793,397**	**5,114**	

Explore OV Destination Marketing Organization Quarterly Report to Town Council
June 18, 2025

Introduction: This report summarizes operational activities for the Explore Oro Valley Destination Marketing Organization (DMO) for through May 22, 2025. This report includes sections related to Operations, Resort and Limited-Service Hotel Support, and a Sponsorship Results Summary. Staff are happy to include additional report segments as identified by Town Council.

Section One: Operations

a) Quarterly Stakeholder Meetings

The quarterly stakeholder meetings for this quarter was rescheduled due to attendee scheduling conflicts.

b) 5-year Leisure Travel Plan

CSL staff hosted the 2nd Steering Committee meeting with the Town and reviewed the following reports:

- Stakeholder Engagement Summary Report
- Oro Valley Leisure Travel Destination Management Plan
- Familiarization Tour Summary Reporting.

The Plan is approximately 50% complete in terms of tasks delivered. The next step is to plan a visioning group meeting.

c) Marketing and Branding

1. Explore OV App
    i. Analytics
        1. Total Users: 9, 061 (up 2,911 from last report)
        2. Average Session Duration: 1m 45s
        3. Total Sessions:13,600 (up 5,041 from last report)
        4. Pageviews: 56459 (up 14,525 from last report)

ii. Explore OV App Challenge
    1. Locals Eat Local
        a. June 1 – August 31 we have a challenge set up on the app to work with the OV Chambers "Locals Eat Local" campaign. Users need to use the app in order to win the grand prize for eating at 5 of the 20 restaurants participating and spend at least $20.



2. Social Media
    i. Explore Oro Valley Instagram
        1. Followers: 1,626 (up 329 from March)
        2. 95 Posts

d) Visual Identity & Website Update
    1. First proposal review on 5/23/25
    2. Next steps are finalist presentation with demo of systems from the top 3 vendors selected by the evaluation committee

e) Joint Tourism Strategies with Marana
    i. Project Echelon Training Event
    ii. Strategy workshop meeting May 28, 2025

f) Current Leads
    1. Pickle-icious Jingle Jam: December 2025
    2. Oro Valley Fine Arts and Wine Festival: February 28 & March 1, 2026
    3. Carvana Pro Pickleball Tour: October 2025
    4. Tucson Women's Soccer- December 2025
    5. National Women's Martial Arts Federation Annual Conference – July 2026

g) Grants
    1. Applied for AOT rural co-op marketing program

Section Two: Resort and Limited-Service Hotel Support

The Town Manager and CED Director met with The HSL Resort Management Team May 5, 2025 to discuss the following general topics:

1) Current visitor and meetings trends
2) Town incentive and trade show support
3) Possible Town collaborations with Visit Tucson to increase meetings bookings.

Section Three: Sponsorship Results Summary

The purpose of this section is to provide Council a report of the Town-realized benefits of sponsoring Tourism and Community events. As a reminder, Town Council approved the Tourism and Community Events sponsorship policies November 1, 2023. In terms of desired outcomes, the traditional metrics include Estimated Economic Impact, Rooms Nights Generated, and Marketing/Media Outreach and Engagement. Highlights of this summary include:

- 5,144 Room Nights Generated
- Nearly $2.8 million in EEI
- Enhanced engagement and collection of user-generated content for future cycling recruitments.

Sponsorship Results Summary

Event	Sponsorship Type (Tourism or Community Event)	Sponsorship Amount	EEI or Attendance	Room Nights Generated	Media Outreach Reach
Tucson Bicycle Classic	**Tourism**	**$14,000 Event Sponsorship** $11,000 Media and Marketing	$154,000 to $183,000	Minimum of 167 room nights 577 Participants	• 68,000 email connections • 47.8% open rate and 2,074 clicks. • 200+ content pieces. Instagram 360.7K reel views and a reach of 7 viewers • 178 stories archived and organized for ongoing visibility • Collaborated with Explore Oro Valley (exploreov) on 8 reels.
American Legion OV Meetings @ El Con (3-years)	**Tourism**	$5,000 annually, term expired CY2025	$2,357,505	Approximately 1,500 annually split between June and November for 3 years	NA
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Rockin4Heroes	**Community**	$2,500	1,900 Attendess	81 room nights	NA
Christina Lauren Book Signing	**Tourism**	$1,000	TBD	NA	Tickets Sold: 316 • Ticket Sales Total: $11,060 • Stacks Day-Of Sales Total $3,227 • Approximate Tohono Chul Day-Of Drink Sales: $3,000 • Co-Branded Social Posts (organic + paid statewide ads 34,949 views
Project Echelon	**Ec Dev**	$0 sponsorship $6,000 media and marketing buy for OV $6,000 media and marketing buy for Marana	$155,436	164 Room Nights	• Coverage of the pro team training in Northern Pima County and the Fondo Ride (35,000 subscribers, 750,000 online views per month) • Coverage of the pro team training in Northern Pima County in Cyclir News: Average 11.5 million monthly views in over 90 countries • Professional Photography for commercial/town use from the entire training camp • Social Media Manager to post stories throughout the team camp an ride featuring Marana (3 stories per day for 10 days) • Use of the Town of Oro Valley logo as well as a "presented by" capt • Press Conference/Press release coordinated by Pima County/Oro Valley/Marana along with earned media coverage in local market • Future recruitment packet for marketing campaign
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Explore OV DMO Report

Paul Melcher, Community and Economic Development Director
Crystal Franke, Destination Marketing Manager

Town of Oro Valley

Report Topics

Operations

Resort and Limited-Service Hotel Support

Sponsorship Update

DMO Operations

1. Quarterly Stakeholder Meeting Recap
2. Leisure Travel Plan
   a) DMO BRANDING, MARKETING, AND MESSAGING ASSESSMENT
   b) Website Development Selection Update
3. Marketing and Branding
   a) ExploreOV website
   b) ExploreOV App
   c) Instagram: OV and Shared Content
4. Post Event Reports
5. Public Art Tours
6. Resort Support Updates



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Resort and Limited-Service Hotel Support



1. DMO Support Goals Marketing and Platforms
2. Trade show off-sets
3. Master Credit Account Support
4. Familiarization Events
5. Monthly check-ins

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Sponsorship Results Summary

Sponsorship Benefits Summary					
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Questions



Paul Melcher, Community and Economic Development Director
Crystal Franke, Destination Marketing Manager

Town Council Regular Session **1.**

Meeting Date: 06/18/2025

Submitted By: David Gephart, Finance

Department: Finance

SUBJECT:

PUBLIC HEARING: RESOLUTION NO. (R)25-24, APPROVING THE ADOPTION OF THE FINAL BUDGET OF THE TOWN OF ORO VALLEY FOR FISCAL YEAR 2025/26, INCLUDING APPROVAL OF THE 10-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FROM FY 2025/26 THROUGH FY 2034/35 AND THE FY 2025/26 GENERAL PAY PLAN

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On June 4, 2025, the Town Council adopted the Tentative Budget and set the maximum expenditure limitation for Fiscal Year 2025/26 in the amount of $151,499,550. The state shared revenue projections were updated, which reduced expected General Fund revenue by $177,629 and Highway fund revenue by $35,302.

No changes are recommended from the Tentative Budget appropriation amount. Tonight is the second public hearing scheduled for the adoption of the Final Budget, including approval of the 10-year Capital Improvement Program (CIP) for FY 2025/26 through FY 2034/35 and the FY 2025/26 General Pay Plan.

Upon adoption of the Final Budget, staff will publish the official budget forms required by the State of Arizona's Auditor General's Office that are attached to this item (2026 Final Budget Forms). Additionally, this published budget will be submitted to the Government Finance Officers Association for consideration of the Distinguished Budget Presentation Award.

BACKGROUND OR DETAILED INFORMATION:

The Town's budget amount for FY 2025/26 remains unchanged from the Council-approved Tentative Budget of $151,499,550. Adoption of the Final Budget will also establish the legal level of budgetary control for next fiscal year.

No changes are recommended from the Tentative Budget appropriation amount.

FISCAL IMPACT:

Adoption of the Final Budget for fiscal year 2025/26 in the amount of $151,499,550.

SUGGESTED MOTION:

I MOVE to APPROVE Resolution No. (R)25-24, adopting the Final Budget of the Town of Oro Valley for fiscal year 2025/26, including the FY 2025/26 General Pay Plan under the same conditions authorized with the FY 2024/25 General Pay Plan Adoption, and further MOVE to approve the Town of Oro Valley 10-year Capital Improvement Program for FY 2025/26 through FY 2034/35.

Attachments

(R)25-24 Final Budget Adoption
Auditor General Schedules FY 2026
10-Year CIP
2025-2026 General Pay Plan
FY26 Budget Adoption Presentation

RESOLUTION NO. (R)25-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING THE ADOPTION OF THE BUDGET OF THE TOWN OF ORO VALLEY FOR THE FISCAL YEAR 2025-2026; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, on June 4, 2025, in accordance with Arizona Revised Statutes §§ 42-17101 and 42-17102, the Town authorized an estimate of the different amounts required to meet the public expenditures for the ensuing year, an estimate of revenues from sources other than direct taxation and the amount to be raised by taxation upon real and personal property of the Town of Oro Valley, otherwise known as the Tentative Budget; and

WHEREAS, after notice of a public hearing in accordance with Arizona Revised Statutes §§ 42-17103, 42-17104 and 42-17105, the Council met on June 18, 2025, at which time any taxpayer was entitled to appear and be heard in favor of or against any of the proposed expenditures or tax levies before the Council adopted the estimates of the proposed expenditures, constituting the budget of the Town of Oro Valley for the Fiscal Year 2025-2026; and

WHEREAS, the Town has not levied a primary property tax, therefore the terms of § 42-17051(A) do not apply or limit the Oro Valley budget process; and

WHEREAS, it is in the best interest of the Town of Oro Valley to approve the estimates and expenditures/expenses shown on the accompanying schedules for the Fiscal Year 2025-2026.

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

SECTION 1. The said estimates of revenues and expenditures/expenses shown on the accompanying schedules, as now increased, reduced or changed, are hereby adopted and approved as the budget of the Town of Oro Valley for the Fiscal Year 2025-2026 in the amount of $151,499,550.

SECTION 2. That the Mayor and Council of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the budget for the Fiscal Year 2025-2026.

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

SECTION 4. All Oro Valley resolutions or motions and parts of resolutions or motions of the Council in conflict with the provision of this Resolution are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 18th day of June 2025.

TOWN OF ORO VALLEY, ARIZONA

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

Date: _____

Official Budget Forms

Town of Oro Valley

Fiscal year 2026

Town of Oro Valley

Table of Contents

Fiscal year 2026

Resolution for the adoption of the budget

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

Town of Oro Valley
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2026

Fiscal year		Sch		Funds						
				General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Funds	Enterprise Funds Available	Internal Service Funds	Total all funds
2025	Adopted/adjusted budgeted expenditures/expenses*	E	1	53,102,838	18,408,181	4,130,354	19,446,778	50,500,349	5,246,753	150,835,253
2025	Actual expenditures/expenses**	E	2	50,048,392	17,084,995	4,029,854	6,276,441	35,460,475	4,035,315	116,935,471
2026	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	18,933,292	4,082,919	91,502	21,136,528	32,002,722	3,921,356	80,168,318
2026	Primary property tax levy	B	4	-						-
2026	Secondary property tax levy	B	5							-
2026	Estimated revenues other than property taxes	C	6	57,231,110	15,820,079	126,504	4,353,084	24,979,278	4,079,376	106,589,431
2026	Other financing sources	D	7	-	-	-	-	-	-	-
2026	Other financing (uses)	D	8	-	-	-	-	-	-	-
2026	Interfund transfers in	D	9	-	2,000,000	3,918,566	5,361,950	9,880,000	-	21,160,516
2026	Interfund Transfers (out)	D	10	7,288,279	1,716,268	-	2,272,965	9,883,004	-	21,160,516
2026	Line 11: Reduction for fund balance reserved for future budget year expenditures		11							
	Maintained for future debt retirement									-
	Maintained for future capital projects									-
	Maintained for future financial stability									-
2026	Total financial resources available		12	68,876,123	20,186,730	4,136,572	28,578,597	56,978,996	8,000,732	186,757,749
2026	Budgeted expenditures/expenses	E	13	54,636,531	19,453,346	4,123,070	16,792,385	51,109,661	5,384,557	151,499,550

	Expenditure limitation comparison	2025	2026
1	Budgeted expenditures/expenses	$ 150,835,253	$ 151,499,550
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	150,835,253	151,499,550
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 150,835,253	$ 151,499,550
6	EEC expenditure limitation	$ 170,938,815	$ 175,243,841

X 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 beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts 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 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
General Fund			
Local taxes			
Local Sales Tax	$ 27,993,025	$ 26,243,039	$ 27,844,136
Cable Franchise Tax	715,800	659,647	653,051
Licenses and permits			
Licenses	200,200	220,000	255,000
Permits	1,357,707	1,279,970	1,707,103
Fees	115,115	141,780	154,020
Intergovernmental			
State/County Shared	20,432,937	20,556,368	19,863,884
State Grants	150,567	74,566	91,851
Federal Grants	509,415	498,171	375,000
Reimbursements	1,981,555	2,141,306	2,320,362
Charges for services			
Reimbursements	155,000	135,000	135,000
Fees	994,128	1,081,171	1,096,760
Other	1,817,339	1,843,249	1,818,463
Fines and forfeits			
Fines	55,000	68,000	68,680
Interest on investments			
Interest Income	400,000	750,000	637,500
Miscellaneous			
Miscellaneous	229,000	717,680	210,300
Total General Fund	$ 57,106,788	$ 56,409,947	$ 57,231,110

* 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 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
Special revenue funds			
Highway User Revenue Fund			
Highway User Fuel Tax	$ 4,283,146	$ 4,271,585	$ 4,456,367
Permits	25,000	37,000	30,000
Interest Income	150,000	85,000	99,000
Other	3,000	7,453	2,500
	$ 4,461,146	$ 4,401,038	$ 4,587,867
Services and Forfeitures			
Seizures and Forfeitures	$ 100,000	$ 5,000	$ 20,000
Interest Income	5,000	20,000	20,000
	$ 105,000	$ 25,000	$ 40,000
Community Center Fund			
Local Sales Tax	$ 3,879,440	$ 3,900,746	$ 3,972,920
Charges for Services	6,626,727	7,612,893	7,159,243
Interest Income	16,682	10,000	22,500
Other	162,550	161,362	37,550
	$ 10,685,399	$ 11,685,001	$ 11,192,213
Total special revenue funds	$ 15,251,545	$ 16,111,039	$ 15,820,079

* 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.

Debt service funds			
Municipal Debt Service Fund			
Federal Grants	$ 19,975	$ 19,975	$ 14,504
Interest Income	135,000	35,000	32,000
Miscellaneous	100,000	90,000	80,000
	$ 254,975	$ 144,975	$ 126,504
Total debt service funds	$ 254,975	$ 144,975	$ 126,504

Town of Oro Valley
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
Capital projects funds			
Grants and Contributions Fund			
Federal Grants	$ 3,209,195	$ 767,195	$ 1,019,550
State Grants	853,400	203,400	103,400
Interest Income	25,000	6,000	6,000
Miscellaneous	526,000		561,000
	$ 4,613,595	$ 976,595	$ 1,689,950
Townwide Roadway Development Impact Fee Fund			
Development Impact Fees	$ 230,027	$ 592,971	$ 488,915
Interest Income	38,000	95,000	100,000
	$ 268,027	$ 687,971	$ 588,915
Parks and Recreation Impact Fee Fund			
Development Impact Fees	$ 160,464	$ 200,612	$ 364,897
Interest Income	15,000	11,000	18,000
	$ 175,464	$ 211,612	$ 382,897
Police Impact Fee Fund			
Development Impact Fees	$ 44,035	$ 132,227	$ 104,596
Interest Income	350	2,500	3,000
	$ 44,385	$ 134,727	$ 107,596
Capital Fund			
Miscellaneous	$ 1,048,490	$ 994,290	$ 1,068,926
State Grants	1,000,000	1,000,000	
Interest Income	348,382	500,000	470,000
	$ 2,396,872	$ 2,494,290	$ 1,538,926
PAG/RTA Fund			
State Grants	$ 17,000	$ 17,000	$ 30,000
Other	28,125	35,156	
Interest Income	50,000	14,500	14,000
	$ 95,125	$ 66,656	$ 44,000
Recreation in Lieu Fee Fund			
Interest Income	$ 500	$ 800	$ 800
	$ 500	$ 800	$ 800
Total capital projects funds	$ 7,593,968	$ 4,572,651	$ 4,353,084

* 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 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
Enterprise funds			
Water Utility Fund			
Water Sales	$ 18,000,000	$ 18,133,459	$ 18,511,000
Charges for Services	3,424,000	3,452,098	3,457,000
Interest Income	100,000	300,000	100,000
State Grants		720,000	
Miscellaneous		53,099	20,000
	$ 21,524,000	$ 22,658,656	$ 22,088,000
Water Rescources Development Impact Fee Fund			
Development Impact Fees	$ 1,270,841	$ 860,000	$ 930,078
Interest Income	275,000	300,000	175,000
Federal Grants	1,638,383		
State Grants		1,080,000	
	$ 3,184,224	$ 2,240,000	$ 1,105,078
Stormwater Utility Fund			
Charges for Services	$ 1,518,500	$ 1,531,499	$ 1,527,000
Interest Income	19,000	44,000	20,000
Federal Grants	210,000		239,200
	$ 1,747,500	$ 1,575,499	$ 1,786,200
Total enterprise funds	$ 26,455,724	$ 26,474,155	$ 24,979,278

* 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.

Internal service funds			
Benefit Self Insurance Fund			
Interest Income	$ 50,000	$ 120,000	$ 120,000
Miscellaneous	4,696,753	4,432,666	3,959,376
	$ 4,746,753	$ 4,552,666	$ 4,079,376
Total internal service funds	$ 4,746,753	$ 4,552,666	$ 4,079,376
Total all funds	$ 111,409,753	$ 108,265,433	$ 106,589,431

* 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 2026

Fund	Other financing 2026 Sources	Other financing 2026 (Uses)	Interfund transfers 2026 In	Interfund transfers 2026 (Out)
General Fund				
Transfer to Capital Fund	$	$	$	$ 5,000,000
Transfer to Grants Fund				127,750
Transfer to Debt Service Fund				2,160,529
Total General Fund	$	$	$	$ 7,288,279
Special revenue funds				
Community Center Fund				1,716,268
Highway Fund			2,000,000	
Total special revenue funds	$	$	$ 2,000,000	$ 1,716,268
Debt service funds				
Municipal Debt Service Fund	$	$	$ 3,918,566	$
Total debt service funds	$	$	$ 3,918,566	$
Capital projects funds				
Grants and Contributions Fund	$	$	$ 361,950	$
Police Impact Fee Fund				38,765
Capital Fund			5,000,000	2,234,200
Total capital projects funds	$	$	$ 5,361,950	$ 2,272,965
Enterprise funds				
Water Utility Fund	$	$	$	$ 9,883,004
Water Resource Impact Fee Fund	$	$	$ 9,880,000	
Total enterprise funds	$	$	$ 9,880,000	$ 9,883,004
Total all funds	$	$	$ 21,160,516	$ 21,160,516

Town of Oro Valley
Expenditures/expenses by fund
Fiscal year 2026

Fund/Department	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
General Fund				
Council	$ 241,102	$	$ 231,102	$ 216,163
Clerk	564,954		515,969	446,275
Town Manager's Office	1,742,926		1,676,703	1,738,771
Human Resources	764,005		674,467	744,887
Finance	867,767		863,551	885,087
Information Technology	6,022,838		6,005,533	6,021,164
Non Departmental	3,048,603		3,099,520	3,098,504
Legal	1,175,969		1,143,062	1,193,587
Community & Economic Development	4,289,037		3,908,457	4,275,011
Parks & Recreation	4,782,096		4,627,342	4,950,510
Police	20,220,736		19,699,447	21,333,810
Town Court	1,123,551		1,058,628	1,181,757
Public Works	6,944,467		6,544,611	6,551,005
Contingency Reserve	1,314,787			2,000,000
Total General Fund	$ 53,102,838	$	$ 50,048,392	$ 54,636,531
Special revenue funds				
Highway User Revenue Fund	$ 8,296,303	$	$ 7,553,847	$ 7,656,153
Seizures and Forfeitures	380,195		35,000	382,860
Community Center Fund	9,731,683		9,496,148	11,414,333
Total special revenue funds	$ 18,408,181	$	$ 17,084,995	$ 19,453,346
Debt service funds				
Municipal Debt Service Fund	$ 4,130,354	$	$ 4,029,854	$ 4,123,070
Total debt service funds	$ 4,130,354	$	$ 4,029,854	$ 4,123,070
Capital projects funds				
Grants and Contributions Fund	$ 6,885,100	$	$ 898,600	$ 2,042,500
Townwide Roadway Impact Fee Fund	400,000		12,929	1,051,232
Parks and Recreation Impact Fee Fund	185,000		3,000	437,001
Police Impact Fee Fund	50,000		43,575	50,572
Recreation in Lieu Fee Fund	18,216			18,216
Capital Fund	11,738,462		5,268,337	12,917,864
PAG/RTA Fund	170,000		50,000	275,000
Total capital projects funds	$ 19,446,778	$	$ 6,276,441	$ 16,792,385
Enterprise funds				
Water Utility Enterprise Fund	$ 20,867,610	$	$ 19,086,427	$ 22,256,516
Water Resources Dev Impact Fee Fund	27,203,135		14,671,376	26,450,132
Stormwater Utility Enterprise Fund	2,429,604		1,702,672	2,403,013
Total enterprise funds	$ 50,500,349	$	$ 35,460,475	$ 51,109,661
Internal service funds				
Benefit Self Insurance Fund	$ 5,246,753	$	$ 4,035,315	$ 5,384,557
Total internal service funds	$ 5,246,753	$	$ 4,035,315	$ 5,384,557
Total all funds	$ 150,835,253	$	$ 116,935,471	$ 151,499,550

* 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 2026

Department/Fund	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
Council				
General Fund	$ 241,102	$	$ 231,102	$ 216,163
Department total	$ 241,102	$	$ 231,102	$ 216,163
Clerk				
General Fund	$ 564,954	$	$ 515,969	$ 446,275
Department total	$ 564,954	$	$ 515,969	$ 446,275
Town Manager				
General Fund	$ 1,742,926	$	$ 1,676,703	$ 1,738,771
Department total	$ 1,742,926	$	$ 1,676,703	$ 1,738,771
Human Resources				
General Fund	$ 764,005	$	$ 674,467	$ 744,887
Department total	$ 764,005	$	$ 674,467	$ 744,887
Finance				
General Fund	$ 867,767	$	$ 863,551	$ 885,087
Department total	$ 867,767	$	$ 863,551	$ 885,087
Information Technology				
General Fund	$ 6,022,838	$	$ 6,005,533	$ 6,021,164
Department total	$ 6,022,838	$	$ 6,005,533	$ 6,021,164
Non Departmental				
General Fund	$ 3,048,603	$	$ 3,099,520	$ 3,098,504
General Fund - Contingency Reserve	1,314,787			2,000,000
Grants & Contributions Fund	800,000		135,000	700,000
Municipal Debt Service Fund	4,130,354		4,029,854	4,123,070
Benefits Self Insurance Fund	5,246,753		4,035,315	5,384,557
Capital Fund	11,738,462		5,231,337	12,917,864
Department total	$ 26,278,959	$	$ 16,531,026	$ 28,223,995
Legal				
General Fund	$ 1,175,969	$	$ 1,143,062	$ 1,193,587
Department total	$ 1,175,969	$	$ 1,143,062	$ 1,193,587
Community and Economic Development				
General Fund	$ 4,289,037	$	$ 3,908,457	$ 4,275,011
Department total	$ 4,289,037	$	$ 3,908,457	$ 4,275,011
Parks and Recreation				
General Fund	$ 4,782,096	$	$ 4,627,342	$ 4,950,510
Grants & Contributions Fund	4,000,000		99,500	
Parks & Recreation Impact Fee Fund	185,000		3,000	437,001
Recreation in Lieu Fee Fund	18,216			18,216
Community Center Fund	9,731,683		9,496,148	11,414,333
Department total	$ 18,716,995	$	$ 14,225,990	$ 16,820,060
Police				
General Fund	$ 20,220,736	$	$ 19,699,447	$ 21,333,810
Grants & Contributions Fund	562,450		536,450	171,500
Seizures and Forfeitures	380,195		35,000	382,860
Police Impact Fee Fund	50,000		43,575	50,572
Department total	$ 21,213,381	$	$ 20,314,472	$ 21,938,742
Town Court				
General Fund	$ 1,123,551	$	$ 1,058,628	$ 1,181,757
Department total	$ 1,123,551	$	$ 1,058,628	$ 1,181,757
Public Works				
General Fund	$ 6,944,467	$	$ 6,544,611	$ 6,551,005
Grants & Contributions Fund	1,522,650		127,650	1,171,000
Highway Fund	8,296,303		7,553,847	7,656,153
Stormwater Utility Fund	2,429,604		1,702,672	2,403,013
PAG/RTA Fund	170,000		50,000	275,000
Townwide Roadway Impact Fee Fund	400,000		12,929	1,051,232
Capital Fund			37,000	
Department total	$ 19,763,024	$	$ 16,028,708	$ 19,107,403
Water Utility				
Water Utility Fund	$ 20,867,610	$	$ 19,086,427	$ 22,256,516
Water Resources Dev Impact Fee Fund	27,203,135		14,671,376	26,450,132
Department total	$ 48,070,745	$	$ 33,757,803	$ 48,706,648

* 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 2026

Fund	Full-time equivalent (FTE) 2026	Employee salaries and hourly costs 2026	Retirement costs 2026	Healthcare costs 2026	Other benefit costs 2026	Total estimated personnel compensation 2026
General Fund	337.82	$ 26,893,418	$ 4,629,776	$ 2,898,297	$ 3,052,489	$ 37,473,980
Special revenue funds						
Highway Fund	12.00	$ 1,003,158	$ 120,379	$ 110,188	$ 114,493	$ 1,348,218
Community Center Fund	23.03	1,109,326	34,847	41,450	117,616	1,303,239
Total special revenue funds	35.03	$ 2,112,484	$ 155,225	$ 151,638	$ 232,110	$ 2,651,457
Enterprise funds						
Water Utility Fund	40.48	$ 2,901,560	$ 345,123	$ 451,456	$ 287,586	$ 3,985,725
Stormwater Utility Fund	9.73	719,322	84,431	106,438	80,067	990,258
Total enterprise funds	50.21	$ 3,620,882	$ 429,555	$ 557,893	$ 367,653	$ 4,975,983
Total all funds	423.05	$ 32,626,784	$ 5,214,556	$ 3,607,828	$ 3,652,252	$ 45,101,420

Town of Oro Valley 10-Year Capital Improvement Program

CIP Project Listing by Category

* Denotes a project with carryforward funding from the prior year

	Funding Source	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	10-Year Total
Parks & Recreation		**5,157,242**	**1,642,000**	**3,187,800**	**1,988,000**	**4,805,000**	**3,330,000**	**1,733,000**	**890,000**	**505,000**	**4,300,000**	**27,538,042**
36 Hole - Canada #16 Lake Dredging	Community Center Fund	-	-	-	-	90,000	-	-	-	-	-	**90,000**
36 Hole - Ditch Witch - Trencher	Community Center Fund	-	-	-	-	-	-	65,000	-	-	-	**65,000**
36 Hole - Greenmaster Mowers Replacement - Reelmaster 5510D (Fairway Unit)	Community Center Fund	-	115,000	-	125,000	-	135,000	-	145,000	-	-	**520,000**
36 Hole - Greenmaster Mowers Replacement - TriFlex 3300 Hydraulic (Greens Unit) 2@$60K	Community Center Fund	120,000	-	130,000	-	140,000	-	150,000	-	-	-	**540,000**
36 Hole - John Deere 5510 Tractor with Backhoe - Wash Repair, irrigation mainlines	Community Center Fund	-	-	-	-	-	-	-	-	100,000	-	**100,000**
36 Hole - Kubota MX5200 - Tractor (Spread Fert & Aerify Fairways)	Community Center Fund	-	-	-	-	-	-	-	-	100,000	-	**100,000**
36 Hole - Procore 648 (Greens Aerifier)	Community Center Fund	-	-	-	-	-	100,000	-	110,000	-	-	**210,000**
36 Hole - South Pump Station	Community Center Fund	510,000	-	-	-	-	-	-	-	-	-	**510,000**
36 Hole - Toro 3500D (Sidewinder) Mowing Green Surrounds	Community Center Fund	-	-	-	75,000	-	-	-	-	-	-	**75,000**
36 Hole - Toro 4500D Rough Mowing Units	Community Center Fund	-	-	-	-	-	135,000	-	-	145,000	-	**280,000**
36 Hole - Toro Multi Pro 5800 - Chemical Spray Applications	Community Center Fund	-	-	-	-	-	-	90,000	-	-	-	**90,000**
36 Hole - Toro Workman HDX - Heavy Duty for Hauling Equipment, Pull Top Dresser.	Community Center Fund	-	-	-	-	-	-	-	60,000	60,000	-	**120,000**
Artificial Turf Installation at Community Center Entrance	Community Center Fund	150,000	-	-	-	-	-	-	-	-	-	**150,000**
Community Center Audio System Upgrade	Community Center Fund	-	-	-	100,000	-	-	-	-	-	-	**100,000**
Community Center Exterior Stucco Repair and Painting	Community Center Fund	190,500	-	-	-	-	-	-	-	-	-	**190,500**
Community Center Flat Roof Surface Replacement	Community Center Fund	-	200,000	-	200,000	-	200,000	-	200,000	-	200,000	**1,000,000**
Community Center Parking Lot Resurface	Community Center Fund	950,000	-	-	-	-	-	-	-	-	-	**950,000**
CRC ADA Exterior Restroom	Community Center Fund	325,000	-	-	-	-	-	-	-	-	-	**325,000**

CIP Project Listing by Category

* Denotes a project with carryforward funding from the prior year

	Funding Source	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	10-Year Total
Parks & Recreation (continued)												
CRC Fitness Exterior Window Replacement	Community Center Fund	-	-	-	-	-	100,000	-	-	-	-	**100,000**
CRC Parking Lot Expansion	Community Center Fund	-	-	-	-	3,200,000	-	-	-	-	-	**3,200,000**
CRC Pool Deck and Equipment Renovation	Community Center Fund	-	-	100,000	-	-	-	-	-	-	-	**100,000**
Golf Maintenance - Parking Lot Reconstruction	Community Center Fund	-	-	-	-	-	-	300,000	-	-	-	**300,000**
Golf Maintenance Facility Siding Replacement and Exterior Painting	Community Center Fund	-	-	100,000	-	-	-	-	-	-	-	**100,000**
Improved Landscape and Gathering Area at Aquatic Center	Capital Fund	-	330,000	-	-	-	-	-	-	-	-	**330,000**
James D. Kriegh Park - Egleston Road Connection Parking lot	Capital Fund	-	60,000	750,000	-	-	-	-	-	-	-	**810,000**
James D. Kriegh Park - North Area Improvements	Capital Fund	-	-	-	78,000	975,000	-	-	-	-	-	**1,053,000**
James D. Kriegh Park - North Parking Lot Improvements	Capital Fund	-	375,000	-	-	-	-	-	-	-	-	**375,000**
James D. Kriegh Park - Racquetball/Basketball Court Conversion	Capital Fund	-	-	22,800	285,000	250,000	-	-	-	-	-	**557,800**
James D. Kriegh Park Field Lighting	Capital Fund	-	-	-	-	-	2,000,000	-	-	-	-	**2,050,000**
MUP Big Wash Trailhead Improvements	Parks&Rec Impact Fee Fund	-	-	250,000	-	-	-	-	-	-	-	**250,000**
Naranja Park Fields 7 & 8	Capital Fund	-	-	-	-	-	-	-	-	-	4,000,000	**4,000,000**
Naranja Park Shade	Parks&Rec Impact Fee Fund	250,000	-	-	-	-	-	-	-	-	-	**250,000**
OVAC Diving Board and Dive Block Replacement	Capital Fund	-	-	-	-	-	-	136,000	-	-	-	**136,000**
OVAC Olympic Pool Heater Replacement	Capital Fund	-	-	-	500,000	-	-	-	-	-	-	**500,000**
OVAC Pool Replastering	Capital Fund	-	200,000	-	-	-	-	-	-	-	-	**200,000**
OVAC Pump Room Upgrades - Phase Two	Capital Fund	-	112,000	-	-	-	-	-	-	-	-	**112,000**
Pavement Preservation - CRC	Community Center Fund	-	50,000	60,000	-	-	-	-	-	-	-	**110,000**

Town of Oro Valley 10-Year Capital Improvement Program

CIP Project Listing by Category

* Denotes a project with carryforward funding from the prior year

	Funding Source	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	10-Year Total
Parks & Recreation (continued)												
Pusch Ridge Additional Tennis Court	Community Center Fund	-	-	-	300,000	-	-	-	-	-	-	**300,000**
Pusch Ridge Golf - Toro 4500D Rough Mowing Units	Community Center Fund	-	-	-	125,000	-	-	-	-	-	-	**125,000**
Pusch Ridge Golf Course Pavement Preservation	Community Center Fund	-	-	275,000	-	-	-	-	-	-	-	**275,000**
Pusch Ridge Tennis Bleachers and ADA Accessibility*	Community Center Fund	198,200	-	-	-	-	-	-	-	-	-	**198,200**
Pusch Ridge Tennis Court Lighting Replacement	Community Center Fund	-	-	300,000	-	-	-	-	-	-	-	**300,000**
Pusch Ridge Tennis Court Resurfacing	Community Center Fund	-	-		-	-	-	120,000	-	-	-	**120,000**
Riverfront Park - Field Lighting Replacement	Capital Fund	-	-	1,000,000	-	-	-	-	-	-	-	**1,000,000**
Riverfront Park - Parking Lot Expansion	Capital Fund	-	-	-	-	-	60,000	750,000	-	-	-	**810,000**
Riverfront Park - Playground Renovation	Capital Fund	-	-	-	-	-	500,000	-	-	-	-	**500,000**
Riverfront Park - ramada over sports courts	Capital Fund	-	-	-	-	-	-	22,000	275,000	-	-	**297,000**
Steam Pump Ranch Farmer's Market Structure Upgrade*	Capital Fund	263,542	-	-	-	-	-	-	-	-	-	**263,542**
Vistoso Trails Nature Preserve Pond	Capital Fund	2,000,000	-	-	-	-	-	-	-	-	-	**2,000,000**
Vistoso Trails Nature Preserve Site Improvements	Community Center Fund	200,000	200,000	200,000	200,000	100,000	100,000	100,000	100,000	100,000	100,000	**1,400,000**
Public Facilities, Vehicles & Equipment		**5,090,572**	**3,270,500**	**3,099,000**	**3,147,500**	**3,601,000**	**2,955,000**	**3,018,500**	**3,099,500**	**3,084,500**	**3,170,500**	**33,536,572**
680 Fuel Station Renovation*	Capital Fund	449,550	-	-	-	-	-	-	-	-	-	**449,550**
680 Maintenance Yard Back-up Generator	Capital Fund	-	-	-	50,000	500,000	-	-	-	-	-	**550,000**
Annual Sidewalk Program	Capital Fund	100,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	**325,000**
Equipment Replacement Program	Capital Fund	-	260,500	368,000	418,500	403,000	204,000	178,500	178,500	178,500	178,500	**2,368,000**
Facility Maintenance Program	General Fund	299,000	308,000	318,000	328,000	338,000	349,000	360,000	371,000	383,000	395,000	**3,449,000**

CIP Project Listing by Category

* Denotes a project with carryforward funding from the prior year

	Funding Source	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	10-Year Total
Public Facilities, Vehicles & Equipment (continued)												
Fuel Management Software (Gasboy Replacement)*	Capital Fund	70,000	-	-	-	-	-	-	-	-	-	**70,000**
MOC Water and Transit flat roof surface replacement	Capital Fund	-	-	70,000	-	-	-	-	-	-	-	**70,000**
Network Storage	Capital Fund	-	-	50,000	-	-	50,000	-	-	-	-	**100,000**
Phone System Refresh	Capital Fund	-	-	-	-	-	-	-	100,000	-	-	**100,000**
Public Works Operations Laydown Yard (Electricity)	Highway Fund	50,000	150,000	-	-	-	-	-	-	-	-	**200,000**
Server OS Refresh	Capital Fund	-	60,000	-	-	-	-	60,000	-	-	-	**120,000**
Town Court Expansion*	Capital Fund	800,000		-	-	-	-	-	-	-	-	**800,000**
Town Hall Admin Building A, Remodel I&T area	Capital Fund	-	335,000	-	-	115,000	-	-	-	-	-	**450,000**
Town Hall, Building A, Elevator System Modernization	Capital Fund	-	-	75,000	-	-	-	-	-	-	-	**75,000**
Vehicle Replacement Program*	Capital Fund Water Utility Fund Grants Fund	3,322,022	2,132,000	2,193,000	2,326,000	2,220,000	2,327,000	2,395,000	2,425,000	2,498,000	2,572,000	**24,410,022**
Public Safety		**631,750**	**170,000**	**154,000**	**160,000**	**166,000**	**173,000**					**1,454,750**
3D Scene Scanner	General Fund	138,000	-	-	-	-	-	-	-	-	-	**138,000**
Drone as First Responder Program	General Fund	-	170,000	154,000	160,000	166,000	173,000	-	-	-	-	**823,000**
Police Facility Programming*	Capital Fund	397,750	-	-	-	-	-	-	-	-	-	**397,750**
Police Vehicle for New Officer Position	Capital Fund	96,000	-	-	-	-	-	-	-	-	-	**96,000**
Stormwater		**668,000**	**679,000**	**3,950,000**	**350,000**	**365,000**	**380,000**	**460,000**	**400,000**	**300,000**	**750,000**	**8,302,000**
Canada Golf Course Drainage Improvements	Stormwater Utility Fund	-	-	-	-	-	-	-	250,000	-	-	**250,000**
Carmack Wash at Shadow Mountain Estates	Stormwater Utility Fund	-	-	-	-	-	-	-	-	-	750,000	**750,000**
Conquistador Golf Course Drainage Improvements	Stormwater Utility Fund	-	-	-	-	-	-	-	150,000	-	-	**150,000**

CIP Project Listing by Category

* Denotes a project with carryforward funding from the prior year

	Funding Source	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	10-Year Total
Stormwater (continued)												
Gravel Pit Wash at Tangerine Road Culvert	Stormwater Utility Fund	-	-	-	-	-	380,000	-	-	-	-	**380,000**
Highland Wash (Grant Funding Required)	Stormwater Utility Fund	-	400,000	3,800,000		-	-		-	-	-	**4,200,000**
Highlands Wash at Monterra Ridge	Stormwater Utility Fund	-	-	-	-	-	-	460,000	-	-	-	**460,000**
Highlands Wash at Tangerine Road Culvert	Stormwater Utility Fund	-	-	-	-	365,000	-	-	-	-	-	**365,000**
Mutterer's Construction	Stormwater Utility Fund	-	-	150,000	350,000	-	-	-	-	-	-	**500,000**
Naranja Park Drainage Improvements	Stormwater Utility Fund	-	-	-	-	-	-	-	-	300,000	-	**300,000**
Oro Valley Drive Drainage and Pavement Improvement*	Stormwater Utility Fund	300,000	-	-	-	-	-	-	-	-	-	**300,000**
Pomegranate	Stormwater Utility Fund	-	279,000	-	-	-	-	-	-	-	-	**279,000**
Sierra Wash at Glover Rd Infrastructure Repair & Rehabilitation	Stormwater Utility Fund	318,000	-	-	-	-	-	-	-	-	-	**318,000**
Sierra Wash at Via Mandarina Drainage Improvements*	Stormwater Utility Fund	50,000	-	-	-	-	-	-	-	-	-	**50,000**
Streets/Roads		**5,776,945**	**6,361,800**	**18,147,500**	**20,179,315**	**29,074,000**	**30,340,000**	**15,448,000**	**9,258,000**	**11,404,000**	**3,481,000**	**149,470,560**
(RTA) Lambert Lane Widening - Thornydale Rd to Rancho Sonora Dr (Town Contribution of $1M)	PAG/RTA Fund Roadway Impact Fee Fund	-	-	-	-	25,000,000	27,000,000	-	-	-	-	**52,000,000**
(RTA) Shannon Road Widening - Lambert Lane to Tangerine Road (Town Contribution of $1M)	PAG/RTA Fund Roadway Impact Fee Fund	-	-	12,000,000	13,000,000	-	-	-	-	-	-	**25,000,000**
Annual Bridge Maintenance Program	Highway Fund	100,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	**550,000**
First Ave. Mill & Overlay (CDO Bridge to Tangerine Rd.)	Highway Fund	-	-	1,695,000	-	-	-	-	-	-	-	**1,695,000**
Illuminated Street Signs	Highway Fund	-	-	60,500	62,315	-	-	-	-	-	-	**122,815**
La Cañada Bridge Deck Repair (Northbound)	Highway Fund	50,000	1,657,800	-	-	-	-	-	-	-	-	**1,707,800**
La Cañada Cobo Improvement	Highway Fund	100,000		-	-	-	-	-	-	-	-	**100,000**

Town of Oro Valley 10-Year Capital Improvement Program

CIP Project Listing by Category

* Denotes a project with carryforward funding from the prior year

	Funding Source	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	10-Year Total
Streets/Roads (continued)												
La Cañada Drive Phase III (Naranja Dr. to Tangerine Rd.)	Highway Fund	-	678,000	-	-	-	-	-	-	-	-	**678,000**
La Canada Traffic Signal - Street Improvements (near Leman Academy)	Highway Fund	-	-	600,000	-	-	-	-	-	-	-	**600,000**
Lambert Lane MUP (La Cholla to Wild Creek Dr)	Highway Fund	350,000	-	-	-	-	-	-	-		-	**350,000**
Linda Vista Blvd Safety (Calle Buena Vista to Oracle Rd)	PAG/RTA	-	-	-	-	-	-	-	-	3,121,000	-	**3,121,000**
Moore Rd La Cholla Blvd Intersection	Roadway Impact Fee Fund	-	-	500,000	1,700,000	-	-	-	-	-	-	**2,200,000**
Moore Road Widen (La Cholla Blvd to La Cañada Drive)	PAG/RTA	-	-	-	-	-	-	9,417,000	-	-	-	**9,417,000**
Naranja Dr. Widening (La Cholla Bl. to 1st Ave.)	PAG/RTA	-	-	-	-	-	-	-	-	3,394,000	-	**3,394,000**
Oracle Rd & Rams Field Intersection	Roadway Impact Fee Fund	-	-	-	-	750,000	-	-	-	-	-	**750,000**
Palisades Road Widening (1st Ave to 1 mile east)	PAG/RTA	-	-	-	-	-	-	-	5,886,000	-	-	**5,886,000**
Pavement Preservation - Non Roadways	Capital Fund	115,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	**1,195,000**
Pavement Preservation - Roadways	Highway Fund	3,090,000	3,106,000	3,122,000	3,138,000	3,154,000	3,170,000	3,186,000	3,202,000	3,219,000	3,236,000	**31,623,000**
Rancho Vistoso & Woodburne Intersection*	Roadway Impact Fee Fund	746,945	-	-	-	-	-	-	-	-	-	**746,945**
Rancho Vistoso Bridge Deck Repair over	Highway Fund	-	750,000	-	-	-	-	-	-	-	-	**750,000**
RV Blvd Mill/Overlay - Honey Bee Wash Bridge to Green Tree Drive	Highway Fund	-	-	-	2,034,000	-	-	-	-	-	-	**2,034,000**
RV Blvd Mill/Overlay (Moore Rd to Tangerine Rd)	PAG/RTA	-	-	-	-	-	-	-	-	1,500,000	-	**1,500,000**
Shannon Road Improvements*	Highway Fund	400,000	-	-	-	-	-	-	-	-	-	**400,000**
Summer Youth Transportation Art Program (Summer of 2025)	PAG/RTA	75,000	-	-	75,000	-	-	75,000	-	-	75,000	**300,000**
Tangerine Road Mill/Overlay (La Cañada Dr. to Oracle Rd.)	Highway Fund	-	-	-	-	-	-	2,600,000	-	-	-	**2,600,000**
Traffic Signal at Tangerine Rd / Mussette Dr	Highway Fund	750,000	-	-	-	-	-	-	-	-	-	**750,000**

Town of Oro Valley 10-Year Capital Improvement Program

CIP Project Listing by Category

* Denotes a project with carryforward funding from the prior year

	Funding Source	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	10-Year Total
Water System		**27,217,133**	**1,910,000**	**2,650,000**	**2,450,000**	**1,660,000**	**1,160,000**	**1,160,000**	**1,360,000**	**1,360,000**	**1,360,000**	**42,287,133**
Booster Station HP Tank Replacement	Water Utility Fund	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	**1,700,000**
Booster Station Rehabilitation	Water Utility Fund	370,000	500,000	1,240,000	740,000	250,000	50,000	50,000	250,000	250,000	250,000	**3,950,000**
Control Systems - SCADA	Water Utility Fund	325,000	500,000	500,000	500,000	500,000	200,000	200,000	200,000	200,000	200,000	**3,325,000**
El Con/El Camino Diestro main and valve replacement	Water Utility Fund	152,639	-	-	-	-	-	-	-	-	-	**152,639**
La Posada Well Equipping*	Water Impact Fee/ GPF	671,000	-	-	-	-	-	-	-	-	-	**671,000**
NWRRDS (Independent) Booster Station at Partnered Reservoir	Water Impact Fee/ GPF	4,500,000	-	-	-	-	-	-	-	-	-	**4,500,000**
NWRRDS (Independent) D-Zone Main from Twin Peaks Booster to Shannon Rd. Booster*	Water Impact Fee/ GPF	14,000,000	-	-	-	-	-	-	-	-	-	**14,000,000**
NWRRDS (Partnered) Pipeline Construction - Transmission Main*	Water Impact Fee/ GPF	4,000,000	-	-	-	-	-	-	-	-	-	**4,000,000**
NWRRDS (Partnered) Well Equipping, TRICO power to sites	Water Impact Fee/ GPF	1,200,000	-	-	-	-	-	-	-	-	-	**1,200,000**
Reclaimed Facility Booster Rehabilitation*	Water Utility Fund	320,000	-	-	-	-	-	-	-	-	-	**320,000**
Reservoir Rehabilitation	Water Utility Fund	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	**2,000,000**
Steam Pump Well*	Water Impact Fee/ GPF	593,494	-	-	-	-	-	-	-	-	-	**593,494**
Water Meters- New Connections (based on 210 meters per year)	Water Utility Fund	325,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	**1,675,000**
Well HP Tank Replacement	Water Utility Fund	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	**1,700,000**
Well Rehabilitation	Water Utility Fund	220,000	220,000	220,000	520,000	220,000	220,000	220,000	220,000	220,000	220,000	**2,500,000**
Grand Total		**44,541,642**	**14,033,300**	**31,188,300**	**28,274,815**	**39,671,000**	**38,338,000**	**21,819,500**	**15,007,500**	**16,653,500**	**13,061,500**	**262,589,057**

TOWN OF ORO VALLEY

2025-2026 General Pay Plan

Job Title	Grade		Minimum	Midpoint	Maximum
LEGAL SERVICES DIRECTOR / TOWN PROSECUTOR	330	Annual	139,338.59	$174,173.24	$209,007.89
		Hourly	66.9897	$83.7371	100.4846
DEPUTY TOWN MANAGER	325	Annual	132,703.41	$165,879.27	$199,055.12
		Hourly	63.7998	79.7497	95.6996
CHIEF FINANCIAL OFFICER	320	Annual	126,384.21	$157,980.26	$189,576.31
		Hourly	60.7617	75.9520	91.1424
DIRECTOR OF PUBLIC WORKS	320	Annual	126,384.21	$157,980.26	$189,576.31
		Hourly	60.7617	75.9520	91.1424
WATER UTILITY DIRECTOR	320	Annual	126,384.21	$157,980.26	$189,576.31
		Hourly	60.7617	75.9520	91.1424
INFORMATION TECHNOLOGY DIRECTOR	320	Annual	126,384.21	$157,980.26	$189,576.31
		Hourly	60.7617	75.9520	91.1424
PARKS AND RECREATION DIRECTOR	320	Annual	126,384.21	$157,980.26	$189,576.31
		Hourly	60.7617	75.9520	91.1424
COMM & ECON DEV DIRECTOR	320	Annual	126,384.21	$157,980.26	$189,576.31
		Hourly	60.7617	75.9520	91.1424
HUMAN RESOURCES DIRECTOR	310	Annual	114,634.20	$143,292.76	$171,951.30
		Hourly	55.1126	68.8908	82.6689

Job Title	Grade		Minimum	Midpoint	Maximum
TOWN CLERK	300	Annual	103,976.60	$129,970.75	$155,964.90
		Hourly	49.9888	62.4859	74.9831
CHIEF CIVIL DEPUTY ATTORNEY	270	Annual	119,130.91	$148,913.62	$178,696.35
		Hourly	57.2745	71.5931	85.9117
DEPUTY DIRECTOR PUBLIC WORKS	260	Annual	108,055.24	$135,069.04	$162,082.85
		Hourly	51.9496	64.9371	77.9245
ENGINEERING DIVISION MANAGER	255	Annual	102,909.75	$128,637.19	$154,364.63
		Hourly	49.4759	61.8448	74.2138
WATER UTILITY ENG DIV MANAGER	255	Annual	102,909.75	$128,637.19	$154,364.63
		Hourly	49.4759	61.8448	74.2138
INSPECT&COMPDIVMGR-BLDGOFF	255	Annual	102,909.75	$128,637.19	$154,364.63
		Hourly	49.4759	61.8448	74.2138
ASSISTANT TOWN PROSECUTOR	255	Annual	102,909.75	$128,637.19	$154,364.63
		Hourly	49.4759	61.8448	74.2138
DEPUTY FINANCE DIRECTOR	250	Annual	98,009.28	$122,511.61	$147,013.93
		Hourly	47.1199	58.8998	70.6797
PARKS AND RECREATION DEPUTY DIRECTOR	250	Annual	98,009.28	$122,511.61	$147,013.93
		Hourly	47.1199	58.8998	70.6797
SW UTILITY DIVISION MANAGER	250	Annual	98,009.28	$122,511.61	$147,013.93
		Hourly	47.1199	58.8998	70.6797

Job Title	Grade		Minimum	Midpoint	Maximum
WATER OPERATIONS MANAGER	250	Annual	98,009.28	$122,511.61	$147,013.93
		Hourly	47.1199	58.8998	70.6797
PLANNING DIVISION MANAGER	250	Annual	98,009.28	$122,511.61	$147,013.93
		Hourly	47.1199	58.8998	70.6797
PERMITTING DIVISION MANAGER	245	Annual	93,342.18	$116,677.72	$140,013.27
		Hourly	44.8761	56.0951	67.3141
APPLICATIONS MANAGER	245	Annual	93,342.18	$116,677.72	$140,013.27
		Hourly	44.8761	56.0951	67.3141
WATER UTILITY ADMINISTRATOR	245	Annual	93,342.18	$116,677.72	$140,013.27
		Hourly	44.8761	56.0951	67.3141
COURT ADMINISTRATOR	240	Annual	88,897.31	$111,121.64	$133,345.97
		Hourly	42.7391	53.4239	64.1086
NETWORK MANAGER	240	Annual	88,897.31	$111,121.64	$133,345.97
		Hourly	42.7391	53.4239	64.1086
COMMUNICATIONS & MARKETING ADMINISTRATOR	240	Annual	88,897.31	$111,121.64	$133,345.97
		Hourly	42.7391	53.4239	64.1086
CHIEF PROCUREMENT OFFICER	240	Annual	88,897.31	$111,121.64	$133,345.97
		Hourly	42.7391	53.4239	64.1086
STREET/DRAINAGE SUPERINTENDENT	240	Annual	88,897.31	$111,121.64	$133,345.97
		Hourly	42.7391	53.4239	64.1086

Job Title	Grade		Minimum	Midpoint	Maximum
POLICE COMMUNICATIONS MANAGER	240	Annual	88,897.31	$111,121.64	$133,345.97
		Hourly	42.7391	53.4239	64.1086
FLEET AND FACILITY DIVISION MANAGER	235	Annual	84,664.10	$105,830.13	$126,996.16
		Hourly	40.7039	50.8799	61.0558
CYBER SECURITY ANALYST	235	Annual	84,664.10	$105,830.13	$126,996.16
		Hourly	40.7039	50.8799	61.0558
NETWORK ADMINISTRATOR II	235	Annual	84,664.10	$105,830.13	$126,996.16
		Hourly	40.7039	50.8799	61.0558
SENIOR CIVIL ENGINEER	235	Annual	84,664.10	$105,830.13	$126,996.16
		Hourly	40.7039	50.8799	61.0558
SENIOR STORMWATER ENGINEER	235	Annual	84,664.10	$105,830.13	$126,996.16
		Hourly	40.7039	50.8799	61.0558
HUMAN RESOURCES MANAGER	230	Annual	80,632.48	$100,790.61	$120,948.72
		Hourly	38.7656	48.4570	58.1484
BUSINESS SYSTEMS ANALYST	230	Annual	80,632.48	$100,790.61	$120,948.72
		Hourly	38.7656	48.4570	58.1484
ECONOMIC DEVELOPMENT MANAGER	230	Annual	80,632.48	$100,790.61	$120,948.72
		Hourly	38.7656	48.4570	58.1484
CIP PROJECT MANAGER	230	Annual	80,632.48	$100,790.61	$120,948.72
		Hourly	38.7656	48.4570	58.1484

Job Title	Grade		Minimum	Midpoint	Maximum
CYBER APPLICATIONS ANALYST	230	Annual	80,632.48	$100,790.61	$120,948.72
		Hourly	38.7656	48.4570	58.1484
DEPUTY COURT ADMINISTRATOR	230	Annual	80,632.48	$100,790.61	$120,948.72
		Hourly	38.7656	48.4570	58.1484
DATABASE ANALYST	230	Annual	80,632.48	$100,790.61	$120,948.72
		Hourly	38.7656	48.4570	58.1484
NETWORK ADMINISTRATOR	225	Annual	76,792.84	$95,991.05	$115,189.26
		Hourly	36.9196	46.1495	55.3794
CIVIL ENGINEER	225	Annual	76,792.84	$95,991.05	$115,189.26
		Hourly	36.9196	46.1495	55.3794
WATER OPERATIONS SUPERINTENDENT	220	Annual	73,136.04	$91,420.05	$109,704.06
		Hourly	35.1615	43.9519	52.7423
DESTINATION MARKETING MANAGER	220	Annual	73,136.04	$91,420.05	$109,704.06
		Hourly	35.1615	43.9519	52.7423
PARKS MAINTENANCE SUPERINTENDENT	220	Annual	73,136.04	$91,420.05	$109,704.06
		Hourly	35.1615	43.9519	52.7423
ASSISTANT TO THE TOWN MANAGER	220	Annual	73,136.04	$91,420.05	$109,704.06
		Hourly	35.1615	43.9519	52.7423
STORM WATER PROJECT MANAGER	220	Annual	73,136.04	$91,420.05	$109,704.06
		Hourly	35.1615	43.9519	52.7423

Job Title	Grade		Minimum	Midpoint	Maximum
SENIOR BUDGET ANALYST	215	Annual	69,653.37	$87,066.71	$104,480.06
		Hourly	33.4872	41.8590	50.2308
SENIOR GIS ADMINISTRATOR	215	Annual	69,653.37	$87,066.71	$104,480.06
		Hourly	33.4872	41.8590	50.2308
PRINCIPAL PLANNER	215	Annual	69,653.37	$87,066.71	$104,480.06
		Hourly	33.4872	41.8590	50.2308
SENIOR ENGINEERING ASSOCIATE	215	Annual	69,653.37	$87,066.71	$104,480.06
		Hourly	33.4872	41.8590	50.2308
STREETS/DRAINAGE SUPERVISOR	215	Annual	69,653.37	$87,066.71	$104,480.06
		Hourly	33.4872	41.8590	50.2308
POLICE ADMIN SERV MANAGER	215	Annual	69,653.37	$87,066.71	$104,480.06
		Hourly	33.4872	41.8590	50.2308
MANAGEMENT ANALYST	210	Annual	66,336.54	$82,920.68	$99,504.81
		Hourly	31.8926	39.8657	47.8389
ECON DEV PROGRAM MANAGER	210	Annual	66,336.54	$82,920.68	$99,504.81
		Hourly	31.8926	39.8657	47.8389
ENGINEERING DESIGN REVIEWER	210	Annual	66,336.54	$82,920.68	$99,504.81
		Hourly	31.8926	39.8657	47.8389
DEPUTY TOWN CLERK	210	Annual	66,336.54	$82,920.68	$99,504.81
		Hourly	31.8926	39.8657	47.8389

Job Title	Grade		Minimum	Midpoint	Maximum
CONSTITUENT SERVICES COORDINATOR	205	Annual	63,177.66	$78,972.08	$94,766.49
		Hourly	30.3739	37.9674	45.5608
SENIOR PLANNER	205	Annual	63,177.66	$78,972.08	$94,766.49
		Hourly	30.3739	37.9674	45.5608
SENIOR ACCOUNTANT	205	Annual	63,177.66	$78,972.08	$94,766.49
		Hourly	30.3739	37.9674	45.5608
PLANS EXAMINER II	205	Annual	63,177.66	$78,972.08	$94,766.49
		Hourly	30.3739	37.9674	45.5608
RECREATION FACILITY MANAGER	205	Annual	63,177.66	$78,972.08	$94,766.49
		Hourly	30.3739	37.9674	45.5608
INFORMATION TECH ANALYST	205	Annual	63,177.66	$78,972.08	$94,766.49
		Hourly	30.3739	37.9674	45.5608
EMERGENCY MANAGEMENT & SAFETY COORDINATOR	205	Annual	63,177.66	$78,972.08	$94,766.49
		Hourly	30.3739	37.9674	45.5608
POLICE PROGRAM MANAGER	205	Annual	63,177.66	$78,972.08	$94,766.49
		Hourly	30.3739	37.9674	45.5608
SENIOR HUMAN RESOURCES ANALYST	205	Annual	63,177.66	$78,972.08	$94,766.49
		Hourly	30.3739	37.9674	45.5608
POLICE PUBLIC INFORMATION OFFICER	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913

Job Title	Grade		Minimum	Midpoint	Maximum
PUBLIC INFORMATION OFFICER	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
GIS ANALYST	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
MKT & COMMUNICATIONS SPECIALIST	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
DIGITAL CONTENT SPECIALIST	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
TRANSIT ADMINISTRATOR	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
ECON DEV SPECIALIST	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
FACILITY MAINTENANCE SUPERVISOR	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
FLEET MAINTENANCE SUPERVISOR	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
PLANNER	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
EXEC ASSISTANT TO MANAGER & COUNCIL	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913

Job Title	Grade		Minimum	Midpoint	Maximum
HUMAN RESOURCES ANALYST	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
POLICE RECORDS MANAGER	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
CONTRACT SPECIALIST	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
ADMINISTRATIVE SERVICES MANAGER	200	Annual	60,169.20	$75,211.50	$90,253.80
		Hourly	28.9275	36.1594	43.3913
WATER CONTROL SYSTEMS SUPERVISOR	175	Annual	67,152.21	$83,940.26	$100,728.32
		Hourly	32.2847	40.3559	48.4271
BUILDING INSPECTOR III	170	Annual	63,954.48	$79,943.11	$95,931.72
		Hourly	30.7474	38.4342	46.1210
CIVIL ENGINEERING DESIGNER	170	Annual	63,954.48	$79,943.11	$95,931.72
		Hourly	30.7474	38.4342	46.1210
PUBLIC SAFETY TELECOMM SUPERVISOR	165	Annual	60,909.03	$76,136.29	$91,363.55
		Hourly	29.2832	36.6039	43.9247
BUILDING INSPECTOR II	160	Annual	58,008.60	$72,510.75	$87,012.91
		Hourly	27.8887	34.8610	41.8331
CRIME SCENE TECH SUPERVISOR	160	Annual	58,008.60	$72,510.75	$87,012.91
		Hourly	27.8887	34.8610	41.8331

Job Title	Grade		Minimum	Midpoint	Maximum
WATER UTILITY ANALYST	160	Annual	58,008.60	$72,510.75	$87,012.91
		Hourly	27.8887	34.8610	41.8331
SENIOR CODE COMPLIANCE SPECIALIST	155	Annual	55,246.29	$69,057.86	$82,869.43
		Hourly	26.5607	33.2009	39.8411
WATER OPERATIONS SUPERVISOR	155	Annual	55,246.29	$69,057.86	$82,869.43
		Hourly	26.5607	33.2009	39.8411
PLANS EXAMINER I	155	Annual	55,246.29	$69,057.86	$82,869.43
		Hourly	26.5607	33.2009	39.8411
PARKS MAINTENANCE SUPERVISOR	155	Annual	55,246.29	$69,057.86	$82,869.43
		Hourly	26.5607	33.2009	39.8411
SENIOR PARALEGAL	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
ACCREDITATION, AUDITS AND INSPECTIONS COORDINATOR	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
BUILDING INSPECTOR I	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
COURT SECURITY MANAGER	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
TRAFFIC TECHNICIAN III	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438

Job Title	Grade		Minimum	Midpoint	Maximum
CUSTOMER SERVICE SUPERVISOR	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
CONSTRUCTION INSPECTOR	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
TRANSIT SUPERVISOR	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
SENIOR PLANNING TECHNICIAN	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
SIGNS AND MARKING SUPERVISOR	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
INSTRUMENTATION CONTROL SPECIALIST	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
ST & DRAINAGE CREW LEADER	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
ASSISTANT RECREATION MANAGER	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
ASSISTANT AQUATICS MANAGER	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
COURT CLERK III	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438

Job Title	Grade		Minimum	Midpoint	Maximum
WATER CONSERVATION SPECIALIST	150	Annual	52,615.51	$65,769.39	$78,923.26
		Hourly	25.2959	31.6199	37.9438
CODE COMPLIANCE SPECIALIST	145	Annual	50,110.01	$62,637.52	$75,165.01
		Hourly	24.0913	30.1142	36.1370
CRIME ANALYST	145	Annual	50,110.01	$62,637.52	$75,165.01
		Hourly	24.0913	30.1142	36.1370
SWU INSPECTOR	145	Annual	50,110.01	$62,637.52	$75,165.01
		Hourly	24.0913	30.1142	36.1370
SENIOR CIVIL ENGINEERING TECH	145	Annual	50,110.01	$62,637.52	$75,165.01
		Hourly	24.0913	30.1142	36.1370
FACILITY MAINTENANCE TECHNICIAN III	145	Annual	50,110.01	$62,637.52	$75,165.01
		Hourly	24.0913	30.1142	36.1370
WATER UTILITY OPERATOR III	145	Annual	50,110.01	$62,637.52	$75,165.01
		Hourly	24.0913	30.1142	36.1370
POLICE RECRUITMENT SPECIALIST	145	Annual	50,110.01	$62,637.52	$75,165.01
		Hourly	24.0913	30.1142	36.1370
PROCUREMENT SPECIALIST	145	Annual	50,110.01	$62,637.52	$75,165.01
		Hourly	24.0913	30.1142	36.1370
FLEET MAINTENANCE MECHANIC III	145	Annual	50,110.01	$62,637.52	$75,165.01
		Hourly	24.0913	30.1142	36.1370

Job Title	Grade		Minimum	Midpoint	Maximum
JUDICIAL ASSISTANT	140	Annual	47,723.82	$59,654.78	$71,585.73
		Hourly	22.9442	28.6801	34.4162
TRAFFIC TECHNICIAN II	140	Annual	47,723.82	$59,654.78	$71,585.73
		Hourly	22.9442	28.6801	34.4162
SIGNS AND MARKING TECHNICIAN III	140	Annual	47,723.82	$59,654.78	$71,585.73
		Hourly	22.9442	28.6801	34.4162
FACILITY MAINTENANCE TECHNICIAN II	140	Annual	47,723.82	$59,654.78	$71,585.73
		Hourly	22.9442	28.6801	34.4162
PARALEGAL I	140	Annual	47,723.82	$59,654.78	$71,585.73
		Hourly	22.9442	28.6801	34.4162
HEAVY EQUIPMENT OPERATOR III	140	Annual	47,723.82	$59,654.78	$71,585.73
		Hourly	22.9442	28.6801	34.4162
COURT COMPLIANCE SPECIALIST	140	Annual	47,723.82	$59,654.78	$71,585.73
		Hourly	22.9442	28.6801	34.4162
PROBATION COMPLIANCE OFFICER	140	Annual	47,723.82	$59,654.78	$71,585.73
		Hourly	22.9442	28.6801	34.4162
ACCOUNTING SPECIALIST	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
IT TECHNICIAN	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774

Job Title	Grade		Minimum	Midpoint	Maximum
GIS TECHNICIAN	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
SENIOR OFFICE SPECIALIST	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
PARKS MAINTENACE WORKER III	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
FACILITIES MAINTENANCE TECHNICIAN I	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
TRAFFIC TECHNICIAN I	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
WATER UTILITY OPERATOR II	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
PUBLIC SAFETY TELECOMM	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
CIVIL ENGINEERING TECHNICIAN	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
HUMAN RESOURCES ASSISTANT	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
FLEET MAINTENANCE MECHANIC II	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774

Job Title	Grade		Minimum	Midpoint	Maximum
COURT CLERK II	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
POLICE RECORDS SPECIALIST II	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
FITNESS INSTRUCTOR	135	Annual	45,451.25	$56,814.07	$68,176.89
		Hourly	21.8515	27.3145	32.7774
BUILDING PERMIT TECHNICIAN	130	Annual	43,286.91	$54,108.64	$64,930.37
		Hourly	20.8111	26.0137	31.2165
POLICE CRIME SCENE TECHNICIAN	130	Annual	43,286.91	$54,108.64	$64,930.37
		Hourly	20.8111	26.0137	31.2165
HEAVY EQUIPMENT OPERATOR II	130	Annual	43,286.91	$54,108.64	$64,930.37
		Hourly	20.8111	26.0137	31.2165
SIGNS AND MARKING TECHNICIAN II	130	Annual	43,286.91	$54,108.64	$64,930.37
		Hourly	20.8111	26.0137	31.2165
RECREATION SUPERVISOR	130	Annual	43,286.91	$54,108.64	$64,930.37
		Hourly	20.8111	26.0137	31.2165
LEGAL SECRETARY	125	Annual	41,225.63	$51,532.04	$61,838.45
		Hourly	19.8200	24.7750	29.7301
OFFICE SPECIALIST	125	Annual	41,225.63	$51,532.04	$61,838.45
		Hourly	19.8200	24.7750	29.7301

Job Title	Grade		Minimum	Midpoint	Maximum
COURT CLERK I	125	Annual	41,225.63	$51,532.04	$61,838.45
		Hourly	19.8200	24.7750	29.7301
CUSTOMER SERVICE SPECIALIST	125	Annual	41,225.63	$51,532.04	$61,838.45
		Hourly	19.8200	24.7750	29.7301
POLICE WORKFORCE SPECIALIST	125	Annual	41,225.63	$51,532.04	$61,838.45
		Hourly	19.8200	24.7750	29.7301
POLICE RECORDS SPECIALIST I	125	Annual	41,225.63	$51,532.04	$61,838.45
		Hourly	19.8200	24.7750	29.7301
WATER UTILITY OPERATOR I	125	Annual	41,225.63	$51,532.04	$61,838.45
		Hourly	19.8200	24.7750	29.7301
COURT SECURITY COORDINATOR	125	Annual	41,225.63	$51,532.04	$61,838.45
		Hourly	19.8200	24.7750	29.7301
PARKS MAINTENANCE WORKER II	120	Annual	39,262.50	$49,078.13	$58,893.76
		Hourly	18.8762	23.5953	28.3143
FLEET MAINTENANCE MECHANIC I	120	Annual	39,262.50	$49,078.13	$58,893.76
		Hourly	18.8762	23.5953	28.3143
SIGNS AND MARKING TECHNICIAN I	120	Annual	39,262.50	$49,078.13	$58,893.76
		Hourly	18.8762	23.5953	28.3143
HEAVY EQUIPMENT OPERATOR I	120	Annual	39,262.50	$49,078.13	$58,893.76
		Hourly	18.8762	23.5953	28.3143

Job Title	Grade		Minimum	Midpoint	Maximum
SENIOR OFFICE ASSISTANT	115	Annual	37,392.86	$46,741.07	$56,089.30
		Hourly	17.9774	22.4717	26.9660
CUSTOMER SERVICE REP (WATER)	115	Annual	37,392.86	$46,741.07	$56,089.30
		Hourly	17.9774	22.4717	26.9660
TRANSIT DISPATCHER	115	Annual	37,392.86	$46,741.07	$56,089.30
		Hourly	17.9774	22.4717	26.9660
RECREATION LEADER	115	Annual	37,392.86	$46,741.07	$56,089.30
		Hourly	17.9774	22.4717	26.9660
LIFEGUARD SUPERVISOR	115	Annual	37,392.86	$46,741.07	$56,089.30
		Hourly	17.9774	22.4717	26.9660
FACILITY SHIFT LEADER	115	Annual	37,392.86	$46,741.07	$56,089.30
		Hourly	17.9774	22.4717	26.9660
LIFEGUARD	110	Annual	35,612.25	$44,515.31	$53,418.37
		Hourly	17.1213	21.4016	25.6819
TRANSIT SPECIALIST	110	Annual	35,612.25	$44,515.31	$53,418.37
		Hourly	17.1213	21.4016	25.6819
FLEET ATTENDANT	110	Annual	35,612.25	$44,515.31	$53,418.37
		Hourly	17.1213	21.4016	25.6819
PARKS MAINTENANCE WORKER I	110	Annual	35,612.25	$44,515.31	$53,418.37
		Hourly	17.1213	21.4016	25.6819

Job Title	Grade		Minimum	Midpoint	Maximum
PARKS MONITOR	110	Annual	35,612.25	$44,515.31	$53,418.37
		Hourly	17.1213	21.4016	25.6819
OFFICE ASSISTANT	105	Annual	33,916.43	$42,395.54	$50,874.64
		Hourly	16.3060	20.3825	24.4590
RECREATION AIDE	105	Annual	33,916.43	$42,395.54	$50,874.64
		Hourly	16.3060	20.3825	24.4590
TRANSIT DRIVER	105	Annual	33,916.43	$42,395.54	$50,874.64
		Hourly	16.3060	20.3825	24.4590
CUSTODIAN	100	Annual	32,301.36	$40,376.70	$48,452.04
		Hourly	15.5295	19.4119	23.2943
FACILITY ATTENDANT	100	Annual	32,301.36	$40,376.70	$48,452.04
		Hourly	15.5295	19.4119	23.2943
INTERN	100	Annual	32,301.36	$40,376.70	$48,452.04
		Hourly	15.5295	19.4119	23.2943
DEPUTY POLICE CHIEF	DPC	Annual	148,206.24	$174,142.33	$200,078.42
		Hourly	71.2530	83.7223	96.1916
POLICE COMMANDER	PC	Annual	135,032.35	$158,663.01	$182,293.68
		Hourly	64.9194	76.2803	87.6412
POLICE LIEUTENANT	PL	Annual	111,978.05	$131,574.21	$151,170.36
		Hourly	53.8356	63.2568	72.6781
POLICE RECRUIT	PR	**Hourly**	29.8000	29.8000	29.8000

FY 2025/26
Final Budget Adoption

June 18, 2025

Town of Oro Valley

FY 2025/26 FINAL BUDGET

- Tentative Budget adopted on June 4, 2025, set the expenditure limitation of $151,499,550
- State Shared Revenue reduction of $177,629 in the General Fund and $35,302 reduction in the Highway Fund due to latest projection from the League of AZ Cities and Towns.
- Adoption of Final Budget includes approval of 10-Year Capital Improvement Program (CIP)
- Council has authority to amend budget throughout the fiscal year

FINAL NOTES AND NEXT STEPS

- Establish the overall expenditure limitation at $151,499,550
- Publish Final Budget figures as required by the State of Arizona's Auditor General's Office
- Budget will be submitted to the Government Finance Officers Association (GFOA) for consideration of the Distinguished Budget Presentation Award
- Budget reflects the careful allocation of available resources

Questions?

Town Council Regular Session **A.**

Meeting Date: 06/18/2025

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

Department: Town Clerk's Office

SUBJECT:

Town Council Minutes - June 4, 2025, and the OV Path Forward Resident Working Group Minutes - January 28, February 6, February 11, February 13, February 20, February 25, February 27, March 6, March 11, March 13, March 20, March 25, March 26, March 27, April 3, April 8, April 9, April 10, April 14, April 17, April 22, April 24, April 29, May 1, May 8, and May 13, 2025

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 Town Council June 4, 2025, minutes, and the OV Path Forward Resident Working Group January 28, February 6, February 11, February 13, February 20, February 25, February 27, March 6, March 11, March 13, March 20, March 25, March 26, March 27, April 3, April 8, April 9, April 10, April 14, April 17, April 22, April 24, April 29, May 1, May 8, and May 13, 2025, Minutes.

Attachments

6-4-25 Draft Minutes
OV Path Forward Resident Working Group Minutes 1-28-25
OV Path Forward Resident Working Group Minutes 2-6-25
OV Path Forward Resident Working Group Minutes 2-11-25
OV Path Forward Resident Working Group Minutes 2-13-25
OV Path Forward Resident Working Group Minutes 2-20-25
OV Path Forward Resident Working Group Minutes 2-25-25
OV Path Forward Resident Working Group Minutes 2-27-25
OV Path Forward Resident Working Group Minutes 3-6-25
OV Path Forward Resident Working Group Minutes 3-11-25
OV Path Forward Resident Working Group Minutes 3-13-25
OV Path Forward Resident Working Group Minutes 3-20-25
OV Path Forward Resident Working Group Minutes 3-25-25

OV Path Forward Resident Working Group Minutes 3-26-25
OV Path Forward Resident Working Group Minutes 3-27-25
OV Path Forward Resident Working Group Minutes 4-3-25
OV Path Forward Resident Working Group Minutes 4-8-25
OV Path Forward Resident Working Group Minutes 4-9-25
OV Path Forward Resident Working Group Minutes 4-10-25
OV Path Forward Resident Working Group Minutes 4-14-25
OV Path Forward Resident Working Group Minutes 4-17-25
OV Path Forward Resident Working Group Minutes 4-22-25
OV Path Forward Resident Working Group Minutes 4-24-25
OV Path Forward Resident Working Group Minutes 4-29-25
OV Path Forward Resident Working Group Minutes 5-1-25
OV Path Forward Resident Working Group Minutes 5-8-25
OV Path Forward Resident Working Group Minutes 5-13-25

D R A F T

MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
JUNE 4, 2025
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

Mayor Winfield called the meeting to order at 5:00 p.m.

ROLL CALL

Present:	Joseph C. Winfield, Mayor
	Joyce Jones-Ivey, Councilmember
	Mary Murphy, Councilmember
	Josh Nicolson, Councilmember (attended via Zoom)
	Elizabeth Robb, Councilmember
Absent:	Melanie Barrett, Vice-Mayor
	Harry Greene, Councilmember

EXECUTIVE SESSION

1. Pursuant to A.R.S. §38-431.03 (A)(4) and (A)(7), to instruct its representatives about the acquisition, purchase, sale or lease of real property within the Town limits, and/or to discuss, consult on, and consider its position regarding the above described matter for expansion of Town operations

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Elizabeth Robb to go into Executive Session at 5:02 p.m., pursuant to A.R.S. §38-431.03 (A)(4) and (A)(7), to instruct its representatives about the acquisition, purchase, sale or lease of real property within the Town limits, and/or to discuss, consult on, and consider its position regarding the above described matter for expansion of Town operations

Vote: 5 - 0 Carried

Mayor Winfield announced that the following staff members would be joining the Council in the Executive Session: Town Manager Jeff Wilkins, Deputy Town Manager Chris Cornelison, Town Attorneys Nathan Rothschild and David Hindman, Town Engineer and Public Works Director Paul Keesler, Chief of Police Kara Riley, and Town Clerk Mike Standish.

RESUME REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Mayor Winfield resumed the Regular Session at 6:00 p.m.

ROLL CALL

Present: Joseph C. Winfield, Mayor
Joyce Jones-Ivey, Councilmember
Mary Murphy, Councilmember
Josh Nicolson, Councilmember (attended via Zoom)
Elizabeth Robb, Councilmember

Absent: Melanie Barrett, Vice-Mayor
Harry Greene, Councilmember

1. APPROVAL OF ANY DIRECTION TO THE TOWN ATTORNEY AND/OR NECESSARY STAFF AS DISCUSSED IN EXECUTIVE SESSION REGARDING THE ACQUISITION, PURCHASE, SALE OR LEASE OF REAL PROPERTY WITHIN THE TOWN LIMITS

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Mary Murphy to move as directed in the Executive Session.

Vote: 5 - 0 Carried

PLEDGE OF ALLEGIANCE

Mayor Winfield led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

Town Clerk Mike Standish announced the upcoming Town meetings and events.

MAYOR AND COUNCIL REPORTS ON CURRENT EVENTS

Councilmember Murphy thanked the Golder Ranch Fire District for volunteering their time to set up before the Amphi School District's Project Graduation events, and for also volunteering to clean up after the events.

TOWN MANAGER'S REPORT ON CURRENT EVENTS

Town Manager Jeff Wilkins reported the following:

- Information regarding the Locals Eat Local event
- Information regarding disk golf at the Pusch Ridge Golf Course
- Reminder that the Naranja Park Splash Pad was open
- Monsoon Season information

ORDER OF BUSINESS

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

INFORMATIONAL ITEMS

There were no informational items.

CALL TO AUDIENCE

Oro Valley resident Alexis Paterson voiced her concerns regarding a water drainage issue on Oro Valley Drive.

Oro Valley resident Mark Platt voiced his concerns regarding the condition of the grass at the Naranja Park dog parks.

Oro Valley resident John Pedicone voiced his concerns regarding a water drainage issue on Oro Valley Drive.

Mayor Winfield requested that Town Manager Jeff Wilkins follow up with Ms. Paterson and Mr. Pedicone regarding the water drainage issue on Oro Valley Drive, and report back to the Council as to what actions the town will take regarding their concerns.

Mayor Winfield also requested that Town Manager Jeff Wilkins follow up with Mr. Platt to ensure that the information he provided on the maintenance of the grass at the Naranja dog parks was circulated to the Council.

Oro Valley resident Aldee voiced her concerns regarding the condition of the grass at the Naranja Park dog parks.

PRESENTATIONS

1. Presentation and possible discussion of the Town's FY 24/25 Quarterly Financial Update through March 2025

Deputy Finance Director Wendy Gomez presented the Town's FY24/25 Quarterly Financial Update through March 2025, and included the following:

- General Fund
- Highway Fund
- Community Center Fund
- Capital Fund
- Water Utility Fund
- Stormwater Utility Fund
- Consolidated Year-to-Date Financial report through March 2025
- General Fund Local Sales Tax Collections
- General Fund State Shared Revenues
- Debt Service Expense
- Operating Investment Summary Fiscal Year 2024/25
- Town of Oro Valley - Development Impact Fee Fund Projects

CONSENT AGENDA

A. Minutes - May 21, 2025

B. Resolution No. (R)25-23, authorizing the Chief of Police to sign and enter into, on behalf of the Town, a Memorandum of Understanding (MOU) and the accompanying agreements between the Town of Oro Valley and the Federal Bureau of Investigation for participation in the Southern Arizona Violent Crimes and Gangs Task Force

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Elizabeth Robb to approve Consent Agenda items (A) and (B).

Vote: 5 - 0 Carried

REGULAR AGENDA

2. RESOLUTION NO. (R)25-16, APPROVING A MEMORANDUM OF UNDERSTANDING REGARDING PUBLIC SAFETY EMPLOYEES REPRESENTED BY POLICE OFFICERS ASSOCIATION AND FRATERNAL ORDER OF POLICE. TOWN COUNCIL MAY TAKE ANY ACTION TO MEMORANDUM OF UNDERSTANDING PURSUANT TO CHAPTER 4, SECTION 4-1-8 OF THE TOWN CODE, PUBLIC SAFETY EMPLOYEE RELATIONS AND PROCESSES. ANY SUCH MEMORANDUM OF UNDERSTANDING TO BE EFFECTIVE STARTING ON JULY 1, 2025~~, AND ENDING JUNE 30, 2027~~ (Continued from 5/21/25)

Mayor Winfield provided a brief introduction and review of Regular Agenda item #2.

Oro Valley Police Detective Kristofer Knapp spoke on behalf of the Police Officers Association and Fraternal Order of Police.

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Mary Murphy to approve Resolution No. (R)25-16.

Discussion ensued among Council and staff regarding item #2.

Councilmember Nicolson requested a friendly amendment to strike the following motion from the May 7, 2025, Town Council meeting: ~~**Motion by** Councilmember Josh Nicolson, **seconded by** Councilmember Mary Murphy to request a motion to table this item until the May 21, 2025, Town~~

~~Council Regular Session, at which time the April 14, 2025, plan and the plan currently on the screen (Comparison Year 1, 5, 10 Year Actual Pay + Forecast (3%)) will be brought back to Council,~~AND agreed to a friendly amendment to approve Resolution No. (R)25-16.

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Mary Murphy **FINAL MOTION AS AMENDED,** to approve Resolution No. (R)25-16.

Vote: 5 - 0 Carried

Mayor Winfield recessed the meeting at 6:40 p.m.

Mayor Winfield reconvened the meeting at 6:45 p.m.

3. PUBLIC HEARING: RESOLUTION NO. (R)25-19, AUTHORIZING AND APPROVING AN INCREASE TO THE POTABLE WATER BASE RATES AND AN INCREASE TO THE POTABLE WATER COMMODITY RATES FOR THE TOWN OF ORO VALLEY WATER UTILITY

Mayor Winfield opened the public hearing.

No comments were received.

Mayor Winfield closed the public hearing.

Water Utility Director Peter Abraham presented item #3 and included the following:

- The Oro Valley Water Utility
- Water Rates Analysis Process & Goals
- Water Rates Analysis Modeling
- Rate Drivers over the 5-year projection window
- Proposed Potable & Reclaimed Water Rates & Fees
- Proposed Potable Water Rates & Fees
- Potable Water Cost Comparisons
- In Closing

Discussion ensued among Council and staff regarding item #3.

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Elizabeth Robb to approve Resolution No. (R)25-19, authorizing and approving an increase to the potable water base rates and an increase to the potable water commodity rates.

Vote: 5 - 0 Carried

4. RESOLUTION NO. (R)25-20, DISCUSSION AND POSSIBLE ACTION TO ADOPT REVISED PSPRS PENSION FUNDING POLICY

Oro Valley Chief Financial Officer David Gephart provided a brief overview of item #4.

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Elizabeth Robb to approve Resolution No. (R)25-20, adopting revised PSPRS Pension Funding Policy for fiscal year ending June 30, 2026

Vote: 5 - 0 Carried

5. PUBLIC HEARING: RESOLUTION NO. (R)25-21, DISCUSSION AND POSSIBLE ACTION REGARDING THE ADOPTION OF THE TENTATIVE BUDGET FOR FY 2025/26

Mayor Winfield opened the public hearing.

No comments were received.

Mayor Winfield closed the public hearing.

Chief Financial Officer David Gephart presented item #5 and included the following:

- FY 2025/26 Tentative Budget
- Estimated Ending Fund Balances
- FY 25/26 Tentative Budget - $151,499,550
- FY 25/26 Tentative General Fund Budget - $54,616,627
- FY 25/26 Sources: $151,499,550
- FY 26/26 Capital Improvement Program (CIP): $44,541, 642
- Final Notes and Next Steps

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Joyce Jones-Ivey to approve Resolution No. (R)25-21, adopting the Tentative Budget for Fiscal Year 2025/26

Discussion ensued among Council and staff regarding the Tentative Budget for FY 2025/26.

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Joyce Jones-Ivey to approve Resolution No. (R)25-21, adopting the Tentative Budget for Fiscal Year 2025/26

Vote: 5 - 0 Carried

6. PUBLIC HEARING: ORDINANCE NO. (O)25-03, DISCUSSION AND POSSIBLE ACTION REGARDING TOWN CODE AMENDMENTS TO CHAPTER 1, GENERAL, ARTICLE 1-8, PENALTIES, IN ORDER TO CHANGE THE CLASSIFICATION OF CERTAIN TOWN CODE VIOLATIONS FROM CRIMINAL TO CIVIL, PROVIDE A MECHANISM FOR CIVIL VIOLATIONS OF THE ORO VALLEY TOWN CODE AND ORO VALLEY ZONING CODE TO ESCALATE TO CRIMINAL VIOLATIONS, AND TO ESTABLISH CONSISTENT MAXIMUM FINE AMOUNTS FOR CIVIL VIOLATIONS OF THE ORO VALLEY TOWN CODE AND ORO VALLEY ZONING CODE (Continued from 5/7/25)

Mayor Winfield opened the public hearing.

No comments were received.

Mayor Winfield closed the public hearing.

Legal Services Director Tobin Sidles provided a brief overview of item #6.

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Joyce Jones-Ivey to approve Ordinance No. (O)25-03, amending OV Town Code Chapter 1, General, Article 1-8, Penalties, in order to reclassify violations of Town Code Chapter 6, Building and Chapter 9, Garbage and Litter, Article 9-4, Removal of Litter, as civil violations, provide a mechanism for civil violations of Town Code and Zoning Code to escalate to criminal violations, and to establish consistent maximum fine amounts for civil violations of the Town Code and Zoning Code.

Vote: 5 - 0 Carried

7. RESOLUTION NO. (R)25-22, ESTABLISHING A TOURISM ADVISORY COMMISSION AND ESTABLISHING THE RULES AND OPERATING PROCEDURES OF SAID COMMISSION BY ADOPTING THE DOCUMENT KNOWN AS THE “RULES AND OPERATING PROCEDURES: ORO VALLEY TOURISM ADVISORY COMMISSION"

Community & Economic Development Director Paul Melcher presented item #7 and included the following:

- Tourism Advisory Commission Purpose
- Meetings
- Initial Commission Agenda

Discussion ensued amongst Council and staff regarding item #7.

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Mary Murphy to approve Resolution No. (R)25-22, a resolution of the Mayor and Council of the Town of Oro Valley, Arizona, establishing a Tourism Advisory Commission and establishing the rules and operating procedures of said Commission by adopting the document known as the “Rules and Operating Procedures, and amending the language under the "MEETINGS" header from the second Monday of the month, to the third Monday of the month, Oro Valley Tourism Advisory Commission,” and making such document a public record; and directing the Town Manager, Town Clerk, Town Legal Services Director, or their duly authorized officers and agents to take all steps necessary to carry out the purposes and intent of this resolution.

Discussion ensued among the Council and staff regarding item #7.

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Mary Murphy to approve Resolution No. (R)25-22, a resolution of the Mayor and Council of the Town of Oro Valley, Arizona, establishing a Tourism Advisory Commission and establishing the rules and operating procedures of said Commission by adopting the document known as the “Rules and Operating Procedures, and amending the language under the "MEETINGS" header from the second Monday of the month, to the third Monday of the month, Oro Valley Tourism Advisory Commission,” and making such document a public record; and directing the Town Manager, Town Clerk, Town Legal Services Director, or their duly authorized officers and agents to take all steps necessary to carry out the purposes and intent of this resolution.

Vote: 5 - 0 Carried

FUTURE AGENDA ITEMS

No future agenda items were requested.

ADJOURNMENT

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember (attended via Zoom) Josh Nicolson to adjourn the meeting at 7:33 p.m.

Vote: 5 - 0 Carried

_____
Michelle Stine, MMC, CPM
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, Arizona held on the 4th day of June 2025. I further certify that the meeting was called and held and that a quorum was present.

_____
Michael Standish, CMC
Town Clerk

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
January 28, 2025
ONLINE VIA ZOOM

Staff Present:	Milini Simms, Principal Planner
	Bayer Vella, Planning Manager
	Michael Spaeth, Principal Planner
	Alexandra Chavez, Planner
	Kyle Packer, Senior Planner
	Rene Olvera, Senior Planner

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. INFORMATION AND DISCUSSION ABOUT PARTICIPATING IN OV'S PATH FORWARD RESIDENT WORKING GROUPS

Principal Planner Milini Simms introduced Mayor Winfield and asked him to welcome the group.

Mayor Winfield welcomed the group and thanked them for their service in the OV Path Forward 10-year action plan process.

Ms. Simms provided a presentation with the following items:

- Agenda for Meeting
- Importance of the plan
- Resident Working Groups
- Preparing for Meetings
- OV Path Forward Website Overview

Discussion ensued between staff and attendees.

Ms. Simms introduced Planning Manager Bayer Vella to the group.

Mr. Vella presented the following items:

- Roles and expectations
- Definition of consensus and acceptance were discussed
- Topics of discussion

Ms. Simms asked everyone to break into small groups to establish ground rules for resident working groups. A representative from each group presented a summary of their discussion to

everyone.

Planner Alexandra Chavez presented a comprehensive list of the Ground Rules for the working group meetings. Ms. Simms launched a poll asking if there is a consensus on the Ground Rules. The ground rules were accepted by the majority of the group.

Ms. Simms provided information about a typical meeting process and upcoming meeting dates.

ADJOURNMENT

Principal Planner Milini Simms thanked everyone for attending and adjourned at 7:22 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 28th day of January 2025.

_____
Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
FEBRUARY 6, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Bayer Vella, Planning Manager
Rene Olvera, Senior Planner
Paul Keesler, Town Engineer and Public Works Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT TRANSPORTATION GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN

Ms. Simms presented the following items:

- Tonight's Meeting
- Helpful Tips
- Ground Rules
- OV's Street Network: Traffic Flow
- Road Capacity
- OV Street Network

Ms. Simms led the group in a facilitated discussion to gather additional guidance about OV's street network.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:29 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 6th day of February 2025.

_____
Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
February 11, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Bayer Vella, Planning Manager
David Gephart, Chief Financial Officer

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT FINANCE GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN

Ms. Simms presented the following items:

- Tonight's Meeting
- Process
- Town Revenue Sources
- Current Town Revenue Sources
- Other Potential Revenue Sources
- Capital Improvement Program (CIP)
- Helpful Tips
- Ground Rules

Ms. Simms led the group in a facilitated discussion to gather additional guidance about OV's Town finances and services.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:35 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the study session of the Oro Valley's Path Forward Resident Working Group of Oro Valley, Arizona held on the 11th day of February 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
February 13, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner
Assistant Chief Perry, Golder Ranch Fire District
Deputy Fire Marshal Akins, Golder Ranch Fire District
Commander Gracie, OVPD
Sergeant Morris, OVPD
Judge Hazel, Town of Oro Valley

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT PUBLIC SAFETY GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN

Ms. Simms presented the following items:

- Tonight's Meeting
- Process
- Public Safety
- Traffic Safety
- Crime
- Emergency Preparedness
- Prevention and Education Programs
- Helpful Tips
- Ground Rules

Ms. Simms led the group in a facilitated discussion to gather additional guidance about OV's public safety.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:28 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the study session of the Oro Valley's Path Forward Resident Working Group of Oro Valley, Arizona held on the 13th day of February 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
February 20, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner
Paul Keesler, Town Engineer and Public Works Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT TRANSPORTATION GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN

Ms. Simms presented the following items:

- Tonight's Meeting
- Process
- Summary of Previous Meeting
- Traffic Safety
- Street Design and Safety for Pedestrians/Cyclists
- OV Trails Connect - Planning for future trails and paths
- Roadway Maintenance and Landscaping
- Public Transportation
- Helpful Tips
- Ground Rules

Ms. Simms led the group in a facilitated discussion to gather additional guidance about OV's street network.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:31 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the study session of the Oro Valley's Path Forward Resident Working Group of Oro Valley, Arizona held on the 20th day of February 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
February 25, 2025
ONLINE VIA ZOOM

Staff Present:	Milini Simms, Principal Planner
	Bayer Vella, Planning Manager
	David Gephart, Chief Financial Officer

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT GOALS, POLICIES AND ACTIONS RELATED TO TOWN FINANCES AND SERVICES FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:
   - Tonight's Meeting
   - Goals, Policies and Actions
   - Ground Rules
   - Tonight's Discussion

   Ms. Simms led the group in a facilitated discussion about the residents' guidance, draft goals, policies and actions pertaining to:

   - Things to Maintain
   - Prioritizing Projects
   - Lowering Costs

   The group reviewed the draft of the goals, policies and actions to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right direction with some revisions.

   Another meeting will be scheduled to discuss the other goal, policies, actions and guiding principle related to Town finances.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:31 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the study session of the Oro Valley's Path Forward Resident Working Group of Oro Valley, Arizona held on the 25th day of February 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
February 27, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner
Assistant Chief Perry, Golder Ranch Fire District
Deputy Fire Marshal Akins, Golder Ranch Fire District
Commander Gracie, OVPD
Sergeant Morris, OVPD
Judge Hazel, Town of Oro Valley

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT PUBLIC SAFETY GOALS, POLICIES AND ACTIONS RELATED FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

Ms. Simms presented the following items:

- Tonight's Meeting Goals
- Policies and Actions
- Ground Rules
- Tonight's Discussion

Ms. Simms led the group through a facilitated discussion about the residents' guidance along with the draft goals, policies, and actions pertaining to:

- Things to Maintain
- Funding and Staffing
- Maintaining a Low Crime Rate
- Traffic Safety
- Emergency Preparedness
- Legal Requirements

The group reviewed the draft of the goals, policies, and actions to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right direction with some revisions

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 6:48 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the study session of the Oro Valley's Path Forward Resident Working Group of Oro Valley, Arizona held on the 27th day of February 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
March 6, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Bayer Vella, Planning Manager

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT HOUSING GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Process
   - Upcoming Meetings and Reminders
   - Resident Guidance
   - Housing Affordability: Guidance
   - Housing Types: Guidance
   - Housing Types: Businesses and Developers
   - Housing Quality and Appearance
   - Helpful Tips
   - Ground Rules

   Ms. Simms led the group in a facilitated discussion to gather additional guidance about OV's housing.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:18 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 6th day of March 2025.

_____
Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
March 11, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Michael Spaeth, Principal Planner
Paul Melcher, Community and Economic Development Director
Crystal Franke, Destination Marketing Manager
Margie Adler, Economic Development Specialist

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT EMPLOYMENT, BUSINESS & TOURISM GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Process
   - Upcoming Meetings and Reminders
   - Employment and Workforce: Guidance
   - Employment and Workforce: Businesses
   - Business Attraction/Retention and Tourism: Guidance
   - Business Attraction/Retention and Tourism: Businesses
   - Business Attraction/Retention and Tourism: Leisure Travel Groups
   - Helpful Tips
   - Ground Rules

   Principal Planner Michael Spaeth led the group through a facilitated discussion to gather additional guidance about OV’s employment, business and tourism.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:28 p.m

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 11th day of March 2025.

_____
Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
March 13, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Michael Spaeth, Principal Planner
Paul Melcher, Community and Economic Development Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT COMMUNITY, ARTS AND CULTURE GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Process
   - Upcoming Meetings and Reminders
   - Community Character / Arts and Culture: Resident Guidance
   - Community Character / Arts and Culture – Art Groups: Stakeholder Guidance
   - Community Character and People: Resident Guidance
   - Helpful Tips
   - Ground Rules

   Principal Planner Michael Spaeth led the group through a facilitated discussion to gather additional guidance about OV's character, arts & culture.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:26 p.m

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 13th day of March 2025.

_____
Rene Olvera

Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
March 20, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Bayer Vella, Planning Manager
Paul Melcher, Community and Economic Development Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT HOUSING GOALS, POLICIES AND ACTIONS RELATED TO THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Goals, Policies and Actions
   - Ground Rules
   - Draft Guiding Principle
   - Tonight's Discussion

   Ms. Simms led the group through a facilitated discussion about the residents' guidance along with the draft goals, policies, and actions pertaining to:

   - Housing Affordability, Types and Ownership
   - Housing Types
   - Locations of 2-3 story apartment communities
   - Housing Quality and Appearance
   - Guiding Principle & Legal Requirements

   The group discussed and reviewed the draft of the goals, policies, actions, and the associated guiding principle to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right direction with some revisions.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:31 p.m

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the study session of the Oro Valley's Path Forward Resident Working Group of Oro Valley, Arizona held on the 20th day of March 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
March 25, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner
Paul Melcher, Community and Economic Development Director
Margie Adler, Economic Development Specialist
Crystal Franke, Destination Marketing Manager

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT EMPLOYMENT, BUSINESS AND TOURISM GOALS, POLICIES AND ACTIONS RELATED TO THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Process
   - Ground Rules
   - Employment and Workforce
   - Business Attraction/Retention and Tourism
   - Navigating the whiteboard

   Ms. Simms led the group through a facilitated discussion about the residents' guidance along with the draft goals, policies, and actions pertaining to:

   - Workforce and Employer Attraction
   - Customer Base and Fill Empty Storefronts
   - Tourism
   - Guiding Principle

   The group discussed and reviewed the draft of the goals, policies, actions, and associated guiding principle to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right direction with some revisions.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:26 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 25th day of March 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
March 26, 2025
ONLINE VIA ZOOM

Staff Present:	Milini Simms, Principal Planner
	Bayer Vella, Planning Manager
	Paul Keesler, Town Engineer

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT TRANSPORTATION GOALS, POLICIES AND ACTIONS RELATED TO THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Goals, Policies and Actions
   - Ground Rules
   - Roads and Mobility: Resident Guidance
   - Navigating the whiteboard

   Ms. Simms led the group through a facilitated discussion about the residents' guidance along with the draft goals, policies, and actions pertaining to:

   - Transportation: Pedestrian and Cyclist Safety
   - Transportation: Pedestrian and Cyclist Connectivity
   - Transportation: Pedestrian/Cyclist Routes - Signs, Amenities and Promotion
   - Transportation: OV’s Street Network and Traffic Flow
   - Transportation: Roadway Maintenance
   - Transportation: Public Transportation
   - Legal Requirements & Guiding Principle

   The group discussed and reviewed the draft of the goals, policies, actions, and associated guiding principle to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right direction with some revisions.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:18 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 26th day of March 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
March 27, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner
Paul Melcher, Community and Economic Development Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT COMMUNITY, ARTS AND CULTURE GOALS, POLICIES AND ACTIONS RELATED TO THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Goals, Policies and Actions
   - Ground Rules
   - Community Character and Culture: Resident Guidance
   - Community Character and People: Resident Guidance
   - Navigating the whiteboard

   Ms. Simms led the group through a facilitated discussion about the residents' guidance along with the draft goals, policies, and actions pertaining to:

   - Supporting Arts and Culture
   - Central Gathering Area
   - Community Character
   - Supporting All Ages – Youth and Families
   - Supporting All Ages – Older Adults
   - Quality Schools and Educational Opportunities
   - Guiding Principle

   The group discussed and reviewed the draft of the goals, policies, actions, and the associated guiding principle to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right direction with some revisions.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:30 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 27th day of March 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
April 3, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Bayer Vella, Planning Manager
Paul Melcher, Community and Economic Development Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT DEVELOPMENT GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Central Gathering Area, Mixed Use and Redevelopment
   - Compatibility
   - Private Electric Vehicle Charging Stations and Utilities
   - Ground Rules
   - Helpful Tips
   - Amendment Types
   - Amendment Process
   - Balanced Approach
   - Land Use Map
   - Amendment Criteria
   - Upcoming Meetings and Reminders

   Ms. Simms led the group in a facilitated discussion to gather additional guidance about OV's land use and development.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:31 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 3rd day of April 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
April 8, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT ENVIRONMENT AND CLIMATE GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Process
   - Environment and Views: Resident direction and Draft Guiding Principle
   - Existing Conditions – Open Space
   - Existing Conditions – Environment
   - Existing Conditions – Native Plants
   - Existing Conditions – Views and other resources
   - Climate and Sustainability: Resident direction and Draft Guiding Principle
   - Additional Guidance
   - Helpful Tips
   - Ground Rules
   - Upcoming Meetings

   Ms. Simms led the group through a facilitated discussion to gather additional guidance about OV's environment and climate.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:30 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 8th day of April 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
April 9, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner
David Gephart, Chief Financial Officer

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT TOWN FINANCE GOALS, POLICIES AND ACTIONS RELATED TO THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Goals, Policies and Actions
   - Ground Rules
   - Town Revenue Sources

   Ms. Simms led the group through a facilitated discussion about the residents' guidance along with the draft goals, policies, and actions pertaining to:

   - Revenue Sources
   - Community Involvement
   - Legal Requirements
   - Guiding Principles

   The group discussed and reviewed the draft of the goals, policies, actions, and associated guiding principles to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right direction with some revisions.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:11 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 9th day of April 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
April 10, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Kyle Packer, Senior Planner
Rosalyn Epting, Parks and Recreation Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT PARKS, RECREATION AND TRAIL GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Process
   - Parks, Recreation, Trails: Resident direction and Draft Guiding Principle
   - Existing Conditions – Facilities
   - Existing Conditions – Recreational Activities
   - Existing Conditions – Programs and Events
   - Existing Conditions – Trails
   - Additional Guidance
   - Helpful Tips
   - Ground Rules
   - Upcoming Meetings

   Ms. Simms led the group through a facilitated discussion to gather additional guidance about OV's parks, recreation and trails.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:33 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 10th day of April 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
April 14, 2025
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

Staff Present: Milini Simms, Principal Planner
Bayer Vella, Planning Manager
Rene Olvera, Senior Planner
Paul Melcher, Community and Economic Development Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP GUIDE THE AMENDMENT PROCESS AND LAND USE MAP FOR THE COMMUNITY'S NEXT 10-YEAR PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Ground Rules
   - Balanced Approach: Resident Guidance and Development Draft Guiding Principle
   - Land Use Map

   Planning Manager Bayer Vella provided some history and context about the general plan amendment process and land use map changes.

   Principal Planner Milini Simms led the group through a facilitated discussion to gather direction on the Land Use Map and associated changes, amendment types, process and criteria.

   At the end of the discussion, the group achieved consensus on the following:

   - Parcel-specific land use map changes that align built areas with existing zoning designations should be made at this time.
   - Private property owner requests for vacant land that would lead to rezoning should not be made at this time. These requests should go through the standard amendment process with involvement from surrounding residents.
   - No changes to the amendment types or process.

   The discussion will continue on the land use map and amendment criteria at the next meeting.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:30 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 14th day of April 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
April 17, 2025
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

Staff Present: Milini Simms, Principal Planner
Bayer Vella, Planning Manager
Rene Olvera, Senior Planner

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION ABOUT THE LAND USE MAP FOR THE COMMUNITY 'S NEXT 10-YEAR PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Ground Rules
   - Land Use Map and Zoning

   Ms. Simms presented the following items for discussion as requested from the last meeting:

   - Enclave at Stone Canyon and the Stone Canyon Casitas
   - Vistoso Highlands (old clubhouse site)
   - Miller Ranch (NWC of La Canada and Tangerine)
   - Northeast corner of Lambert and La Cholla
   - Arroyo Grande
   - Mercado Del Rio (Oracle and Pusch View Lane)
   - Commerce Office Park Designation and Innovation Park

   Ms. Simms then led the group through an exercise to possibly update the following macro elements of the land use map:

   - Planning Area Boundary
   - Urban Service Boundary
   - Growth Areas

   The group discussed proposed additions to the Growth Areas Map. The discussion will continue at the next meeting.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:30 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 17th day of April 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
April 22, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT ENVIRONMENT AND CLIMATE GOALS, POLICIES AND ACTIONS RELATED TO THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Goals, Policies and Actions
   - Environment and Views: Resident Direction and Guiding Principle
   - Climate and Sustainability: Resident Direction and Guiding Principle
   - Ground Rules
   - Helpful Tips

   Ms. Simms led the group through a facilitated discussion about the residents' guidance along with the draft goals, policies, and actions pertaining to:

   - Open Space Conservation Areas / Environmental Resources
   - Development Patterns
   - Views
   - Heat Mitigation
   - Recycling / Waste Programs
   - Encourage solar and energy-efficient appliances
   - Electric Vehicles
   - Other Ideas
   - Guiding Principles

   The group discussed and reviewed the draft of the goals, policies, actions, and associated guiding principles to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right

direction with some revisions.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:34 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 22nd day of April 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
April 24, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner
Rosalyn Epting, Parks and Recreation Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT PARK, RECREATION AND TRAIL GOALS, POLICIES AND ACTIONS RELATED TO THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Goals, Policies and Actions
   - Parks, Recreation, Trails: Resident Guidance and Draft Guiding Principle
   - Ground Rules
   - Helpful Tips

   Ms. Simms led the group through a facilitated discussion about the residents' guidance along with the draft goals, policies, and actions pertaining to:

   - Trails
   - Programs and Facilities
   - Volunteers, Partnerships and Funding
   - Guiding Principle

   The group discussed and reviewed the draft of the goals, policies, actions, and associated guiding principle to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right direction with some revisions.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:31 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 24th day of April 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
April 29, 2025
ONLINE VIA ZOOM

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION ABOUT THE LAND USE MAP FOR THE COMMUNITY 'S NEXT 10-YEAR PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Ground Rules

   Ms. Simms led the group in a facilitated discussion about the:

   - Land Use Map Changes
   - Planning Area and Urban Service Boundaries
   - NCO General Plan Land Use Designation
   - Growth Areas

   The group achieved consensus on:

   - Making all of the parcel-specific land use map changes that align the land use designation with the existing zoning and areas along Oracle Road.
   - The Planning Area and Urban Service Boundaries with a revision to extend the western limits to the Marana boundary and southern limits to Rudasill.
   - The NCO General Plan Land Use Designation with minor revisions.
   - Expand the growth areas to include Tangerine and Thornydale, La Cholla and Lambert, and along Oracle to Rudasill.

   This discussion will continue to address the amendment criteria, draft goals, policies, actions and guiding principle at the next meeting.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:17 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 29th day of April 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
May 1, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner
Peter Abraham, Water Utility Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT WATER RELATED GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Process
   - Water Resources and Conservation: Resident Guidance and Draft Guiding Principle
   - Existing Conditions – Water Sources
   - Existing Conditions – Water Conservation
   - Ground Rules
   - Helpful Tips

   Ms. Simms led the group through a facilitated discussion to gather additional guidance about OV's water resources, use and conservation.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:31 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 1st day of May 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
May 8, 2025
ONLINE VIA ZOOM

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

CALL TO ORDER

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT LAND USE AND DEVELOPMENT GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY 'S NEXT 10-YEAR PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Growth and Development: Resident Guidance and Draft Guiding Principle
   - Ground Rules
   - Helpful Tips

   Ms. Simms led the group through a facilitated discussion about the residents' guidance along with the draft goals, policies, and actions pertaining to:

   - Central Gathering Area
   - Mixed Use and Redevelopment
   - Compatibility
   - Private Electric Vehicle Charging Stations and Utilities
   - Amendment Criteria
   - Guiding Principle

   The group discussed and reviewed the draft of the amendment criteria, goals, policies, actions, and associated guiding principle to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right direction with some revisions.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:32 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 8th day of May 2025.

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Rene Olvera
Senior Planner

D R A F T

MINUTES
OV'S PATH FORWARD RESIDENT WORKING GROUP MEETING
JOINT STUDY SESSION
May 13, 2025
ONLINE VIA ZOOM

Staff Present: Milini Simms, Principal Planner
Rene Olvera, Senior Planner
Peter Abraham, Water Utility Director

RESIDENT WORKING GROUP MEETING AT OR AFTER 5:30 PM

Principal Planner Milini Simms called the meeting to order at 5:30 p.m.

CALL TO ORDER

AGENDA TOPICS

1. DISCUSSION TO HELP CRAFT WATER RESOURCE AND CONSERVATION GOALS, POLICIES AND ACTIONS FOR THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

   Ms. Simms presented the following items:

   - Tonight's Meeting
   - Goals, Policies and Actions
   - Water Resources and Conservation: Resident Guidance and Draft Guiding Principle
   - Ground Rules
   - Helpful Tips

   Ms. Simms led the group through a facilitated discussion about the residents' guidance along with the draft goals, policies, and actions pertaining to:

   - Water Resources
   - Water Conservation
   - Education about Water Conservation
   - Guiding Principle

   The group discussed and reviewed the draft of the goals, policies, actions, and associated guiding principle to make sure they reflect the resident values, priorities and expectations shared during Phase 1. At the end of the discussion, the group achieved consensus that they were headed in the right direction with some revisions.

ADJOURNMENT

Principal Planner Milini Simms adjourned the meeting at 7:02 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the OV's Path Forward Resident Working Group Meeting of Oro Valley, Arizona held on the 13th day of May 2025.

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Rene Olvera
Senior Planner

Town Council Regular Session **B.**

Meeting Date: 06/18/2025

Submitted By: Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

SUBJECT:

Resolution No. (R)25-25, authorizing and approving an Intergovernmental Agreement (IGA) between the Town of Oro Valley and Pima County regarding payment for the incarceration of municipal prisoners

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The annual Intergovernmental Agreement (IGA) with Pima County that permits the Town to house Oro Valley municipal prisoners in the Pima County jail is up for renewal as of June 30, 2025. Payment for incarceration of municipal prisoners in county jails is necessary because of a state law passed in 1989 mandating that cities and towns pay for this service.

Pima County has set the incarceration fees for FY 2025/26 as follows: $524.25 to cover booking and intake expenditures and prisoner housing for the first day, and $128.46 per subsequent day for each prisoner. The alternative is for the Town to house its own municipal prisoners, which would be cost-prohibitive. This amount is non-negotiable.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2025/26 custody of prisoners budget has been recommended in the amount of $175,000, and it is anticipated that this will be sufficient budget capacity even with the projected prisoner housing costs outlined above.

SUGGESTED MOTION:

I MOVE to (Approve or Deny) Resolution No. (R)25-25, authorizing and approving an Intergovernmental Agreement between the Town of Oro Valley and Pima County regarding payment for the incarceration of municipal prisoners.

Attachments

(R)25-25 Pima County Incarceration of Municipal Prisoners

IGA Pima County Inmate Housing

RESOLUTION NO. (R)25-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

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

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, pursuant to A.R.S. § 31-121(D), an individual may be incarcerated in a county jail and the costs of incarceration shall be paid by the municipality having established the municipal court in which the charges have been filed; and

WHEREAS, Pima County shall receive and detain all municipal prisoners who are medically fit to be incarcerated in the detention facilities maintained and operated by Pima County; and

WHEREAS, the Town desires to enter into an Intergovernmental Agreement with Pima County to set forth the terms and conditions for the incarceration of municipal prisoners in the detention facilities maintained and operated by Pima County; and

WHEREAS, it is in the best interest of the Town to enter into the Intergovernmental Agreement, attached hereto as "Exhibit "A" and incorporated herein by this reference, in order to set forth the terms and conditions relating to the incarceration of municipal prisoners in the detention facilities maintained and operated by Pima County for a term effective July 1, 2025 through June 30, 2026.

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

SECTION 1. the Intergovernmental Agreement attached hereto as "Exhibit "A", between the Town of Oro Valley and Pima County for the incarceration of municipal prisoners is hereby authorized and approved.

SECTION 2. the Mayor and any other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Intergovernmental Agreement.

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

SECTION 4. All Oro Valley resolutions or motions and parts of resolutions or motions of the Council in conflict with the provision of this Resolution are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution or the Intergovernmental Agreement attached hereto as Exhibit "A" is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 18th day of June, 2025.

TOWN OF ORO VALLEY, ARIZONA

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
TOWN OF ORO VALLEY
FOR
PAYMENT FOR THE INCARCERATION
OF MUNICIPAL PRISONERS

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Oro Valley, a municipal corporation ("Town") pursuant to A.R.S. § 11-952.

Recitals

County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

County and Town desire to enter into an agreement to incarcerate Town's municipal prisoners in the Pima County Adult Detention Complex ("PCADC").

NOW, THEREFORE, County and Town, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which Town's municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all Town municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care (via contracted medical provider) of said prisoners.

"Town municipal prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Oro Valley Court, or as a result of an agreement between the Town and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Oro Valley Town Court and for whom the Town has the legal obligation to provide or pay for prisoner housing. A prisoner arrested by Town of Oro

Valley Police Department solely on another governmental entity's warrant is not a Town prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Town arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. Town agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the Town. Within the initial ninety (90) minutes, County contracted medical providers shall make a determination as to the prisoner's medical condition. Town agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, Town shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, Town shall not be charged twice for the first day billing rate of $524.25. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking.

Transportation of prisoners to Town of Oro Valley Court or other locations, only as ordered by Town of Oro Valley Court, shall be the responsibility of the Town. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

Town shall pay a first day billing rate of $524.25 to cover booking and intake expenditures. For each billable day following the first day, Town shall pay $128.46 per day. The two rates are applicable to the period July 1, 2025 through June 30, 2026. The billing day as defined herein applies to each Town prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the Town prisoner is in the custody or control of the PCADC.

2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial Town defendants who are booked between 1800-2359 hours one day and released on the Town charge at the first AM initial appearance the following day.

3. "Local limited jurisdiction courts" means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of Town prisoners shall commence on the day the prisoner is booked or held based on a Town charge into, or sentenced by, Town Of Oro Valley Court. Costs for incarceration shall cease under the guidelines established under the definition of "billable day." For Town pretrial defendants booked between 1800 and 2400 hours one day and released on all Town charges at or by the AM initial appearance the following morning, the Town shall be billed according to the guidelines established under the definition of "modified billable day."

2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of "billable day" among those jurisdictions from which the joint custody arises.

3. A Town prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.

4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of Town prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If Town notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Town may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the

monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. Town agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of a previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2025 through June 30, 2026 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (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.

VIII. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $2,000,000.00 combined single limit Bodily Injury and Property Damage.

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

c) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

IX. Compliance With Laws

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq*., to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. Non-Discrimination

The Parties shall not discriminate against any County or Town employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

XII. ADA

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

XIII. Severability

If any provision of this IGA, or any application thereof to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XIV. Conflict of Interest

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

XV. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.

XVI. Legal Authority

Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

XVII. Worker's Compensation

Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of worker's compensation benefits for its employees.

XVIII. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XIX. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affects the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XX. Notices

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

Town:

TOWN OF ORO VALLEY
11000 North La Canada Dr.
Oro Valley, AZ 85737

With copies to:

County Administrator
115 North Church Avenue
2nd Floor, Suite 231
Tucson, Arizona 85701

Clerk of the Board
33 North Stone Avenue, Suite 100
Tucson, Arizona 85701

XXI. Entire Agreement

This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:	**TOWN OF ORO VALLEY**
Chair, Board of Supervisors	Mayor
Date	Date
Clerk, Board of Supervisors	Town of Oro Valley Clerk
Date	Date

Intergovernmental Agreement Determination

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

PIMA COUNTY:

Deputy County Attorney

TOWN OF ORO VALLEY

Town of Oro Valley Attorney

Town Council Regular Session **C.**

Meeting Date: 06/18/2025

Submitted By: Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

SUBJECT:

Resolution No. (R)25-26, authorizing and approving an Intergovernmental Agreement (IGA) between the Town of Oro Valley and the Pima County Jail to provide officer coverage for video proceedings between the jail and the Court

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Town Magistrate has determined that by conducting remote hearings with individuals being held in the Pima County Jail, the need to physically transport them to court for hearings is eliminated, thus making it more cost-effective. It also eliminates the need for increased security. This IGA allows the Court to access the video system at the jail, reserve a specified time for those hearings one time each week, and provides for jail officers to be present to move the Oro Valley prisoners from their cells to the video courtroom, watch them during the hearing, give them their paperwork and move them back to their cells. This fee is non-negotiable.

BACKGROUND OR DETAILED INFORMATION:

The Town of Oro Valley is entering into an IGA with Pima County to provide video conferencing capabilities between the Pima County Jail Courtroom and the Oro Valley Town Court. Recent security staff changes and COVID-related challenges have led to the implementation of this solution and deemed it successful.

As a result, video conferencing is a prudent solution to these challenges. The attached IGA between the Town of Oro Valley and Pima County sets out the terms of the Town's use of the jail facility and staff to conduct the in-custody hearings without transporting prisoners.

FISCAL IMPACT:

The Pima County Jail will make one officer available for one hour per week at an hourly rate of $41.22, for an expected total of $2,143.44 for the fiscal year.

SUGGESTED MOTION:

I MOVE to (Approve or Deny) Resolution No. (R)25-26, approving the IGA between the Town of Oro Valley and Pima County for the use of video equipment and personnel at the jail.

Attachments

(R)25-26 Pima County Jail Video Court

IGA - Pima County Jail Video Court

RESOLUTION NO. (R)25- 26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR THE PROVISION OF VIDEO COURT HEARINGS OF MUNICIPAL PRISONERS; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

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

WHEREAS, the Town of Oro Valley desires to enter into the Intergovernmental Agreement ("IGA") with Pima County for the provision of video court hearings of municipal prisoners; and

WHEREAS, the Pima County Sheriff's Department Corrections Bureau shall provide the Town of Oro Valley's Town Court with a video court session for municipal prisoners held in the Pima County Adult Detention Center; and

WHEREAS, it is in the best interest of the Town to enter into the Intergovernmental Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, for the provision of video court hearings of municipal prisoners.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement between Pima County and the Town of Oro Valley, for the provision of video court hearings of municipal prisoners, attached hereto as Exhibit "A", is hereby authorized and approved.

SECTION 2. the Mayor and any other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Intergovernmental Agreement.

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

SECTION 4. All Oro Valley resolutions or motions and parts of resolutions or motions of the Council in conflict with the provision of this Resolution are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution or the Intergovernmental Agreement attached hereto as Exhibit "A" is for any reason held to be invalid or unconstitutional by the decision of any court of

competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 18th day of June, 2025.

TOWN OF ORO VALLEY, ARIZONA

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF ORO VALLEY
AND
PIMA COUNTY
FOR
PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL INMATES

THIS INTERGOVERNMENTAL AGREEMENT (IGA), is entered into pursuant to ARS § 11-952 (as amended) by and between:

THE TOWN OF ORO VALLEY, a municipal corporation, (hereinafter sometimes referred to as the "Town"); and

THE COUNTY OF PIMA, a body politic and corporate, a political subdivision of the State of Arizona, (hereinafter sometimes referred to as the "County").

WHEREAS the Parties desire to enter into an agreement to provide video-court hearings for municipal inmates; and

WHEREAS the Town and County may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952, et seq.; and

WHEREAS the provision of video-court hearings for municipal inmates will be in the best interests of the Parties and the citizens of Pima County.

NOW THEREFORE, The Town and County hereby agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for the Pima County Sheriff's Department Corrections Bureau to provide the Town of Oro Valley's Municipal Court with a video court session between Oro Valley Municipal Court (OVMC) and the Pima County Adult Detention Complex (PCADC).

2. **Obligations of the Parties.** PCADC will be responsible for pulling OVMC's inmate files and preparing them for court, preparing their inmates for court, providing security in the video-court hearing, coordinating workflow support, specific to distributing court documentation from OVMC to inmate and if applicable, completing electronic return (via fax or email) to OVMC.

   OVMC shall fax PCADC's Records Unit appropriate documentation on each OVMC defendant 24 hours in advance of the defendant's appearance for video court and prior to the defendant's leaving the video court session.

   Each video court session will be weekly on Thursdays, beginning at 0830 hours. Both Town and County agree that this schedule may be changed based on either party's need for more video

court time, or based on other factors that could require a different schedule. OVMC shall complete the video court session no later than 0930 hours. Any hearing extending past 0930 hours shall be continued at a later date.

Town will pay for one weekly hour of video court which will cover the cost of one Corrections Officer for one hour for security. The current salary rate for these employees is:

Corrections Officer (1 hour)		$41.22
	Total for one hour:	$41.22

"Town of Oro Valley inmate" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Oro Valley Municipal Court, as a result of an agreement between the Town of Oro Valley and another jurisdiction to allow the person to serve his/her sentence locally, or has been sentenced pursuant to an order of the Town of Oro Valley Municipal Court and for whom the Town of Oro Valley has the legal obligation to provide or pay for prisoner housing (this Agreement does not create such an obligation, that obligation exists under current Arizona Law). A prisoner arrested by the Town of Oro Valley Police Department solely on another governmental entity warrant is not a Town of Oro Valley prisoner.

Criteria and Rules Governing Billing:

a. A "billable video-court session" is defined as that period commencing at 0830 hours and ending at 0930 hours each Thursday, or any fractional part thereof.

b. Should a "billable video-court session" not occur in any given week, the Town will not be billed that week.

c. The Town will be billed monthly for these services. Invoicing for these services will be separate from the monthly incarceration billing invoice and must be paid separately.

Criteria for Assessment of Billing:

a. The costs of a "billable video-court session" shall be based on the current rates of salary each involved class of employee currently earns. These rates are subject to increase as wages increase for the classification.

b. County will give Town a thirty (30) day notice of any salary rate increase and Town will be billed accordingly.

County will submit a statement of Town video-court session charges on a monthly basis. This statement shall provide information in chronological order as follows: billing period, dates of video court sessions, weekly costs of individual employees, weekly totals, and the monthly total bill.

Any individual video court session charge contested shall be made known to the County within 30 days after receipt of the monthly billing. If the Town notifies the County of a dispute within 30 days of receipt of the monthly billing, the Town may withhold payment on those specific video court sessions for which billing is disputed until the dispute has been resolved. No dispute will be accepted if not made within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. All charges shall be paid within sixty days of receipt of the monthly

billing, excluding contested charges. Contested charges shall be paid within 30 days of resolution of the dispute. Charges remaining unresolved after the 60-day period may be arbitrated by a mutually acceptable third party. Town agrees to pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge being disputed, and the amount of payment being withheld, will be specified on an invoice attached to the payment check for the period in which the charge disputed was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

3. **Term**. This IGA shall be in effect from July 1, 2025 through June 30, 2026. This IGA may be extended for four (4) additional one (1) year periods or any portion thereof. Any extension shall be by written amendment executed by the governing bodies of the parties.

4. **Costs.** Neither party shall be obliged to the other party for any costs incurred pursuant to this IGA, except as herein provided.

5. **Jurisdiction.** Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of either of the parties.

6. **Indemnification.** To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, employees and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this Agreement for acts or omissions of such party, its agents, officials, and employees.

7. **Insurance.** Each party shall obtain and maintain at its own expense, for the duration of this IGA, the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $1,000,000.00 combined single limit Bodily Injury and Property Damage.

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

c) If this IGA involves professional services, professional liability insurance in the amount of $1,000,000.00.

d) If required by law, workers' compensation coverage including employees' liability coverage.

The above requirements may be met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11-952.01 at no less than the minimal coverage levels set forth in this article. Parties to this IGA shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate

sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to the Town other than for services already provided.

9. Termination. Either party may, at any time and without cause, terminate this IGA by providing ninety (90) days written notice of intent to terminate.

10. Conflict of Interest. This IGA is subject to cancellation for conflict of interest pursuant to the provisions of ARS § 38-511, the pertinent provisions of which are incorporated herein by reference.

11. Compliance with Laws. Each party to this IGA comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA, and any disputes hereunder. Any action relating to this IGA shall be brought in a court of the State of Arizona in Pima County. Any charges in the governing laws, rules, and regulations during the terms of this IGA shall apply, but do not require an amendment.

12. Non-Discrimination. Town and County will not discriminate against any Town or County employee, client or any other individual in any way involved with the Town or County, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Intergovernmental Agreement. Town and County agree to comply with the provisions of Arizona Executive Order 99-4, which are incorporated into this agreement by reference as if set forth in full.

13. ADA. Each party shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

14. Legal Authority. Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

15. Workers' Compensation. Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Workers' Compensation benefits for its employees.

16. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and Town employees, or between Town and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

17. No Third Party Beneficiaries. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

18. Severability. If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

19. Notice. Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Highway
Tucson, AZ 85714

Town:

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

With copies to:

County Administrator
115 N. Church Ave.
2nd Floor, Suite 231
Tucson, AZ 85701

Clerk of the Board
33 N. Stone Ave., Suite 100
Tucson, AZ 85701

20. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment executed by the parties.

Remainder of Page Intentionally Left Blank

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of its Town Council and attested to by the Town Clerk:

ATTEST:

TOWN OF ORO VALLEY, a municipal corporation

_____
Town of Oro Valley Clerk

_____
Mayor

_____
Date

_____
Date

ATTEST:

PIMA COUNTY, a body politic

_____
Clerk, Board of Supervisors

_____
Chair, Board of Supervisors

_____
Date

_____
Date

PIMA COUNTY, head of department

_____
Chris Nanos, Sheriff

_____
Date

Intergovernmental Agreement Determination

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

PIMA COUNTY:

_____
Deputy County Attorney

TOWN OF ORO VALLEY:

_____
Town of Oro Valley Attorney

Town Council Regular Session **D.**

Meeting Date: 06/18/2025

Requested by: Kara Riley **Submitted By:** Catherine Hendrix, Police Department

Department: Police Department

SUBJECT:

Resolution No. (R)25-27, authorizing the chief of police to sign and enter into, on behalf of the Town, an Intergovernmental Agreement (IGA) between the Town of Oro Valley and the Arizona Department of Transportation for access to the Arizona Department of Transportation's Databases and Crash Data

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Town of Oro Valley is renewing its agreement with the Arizona Department of Transportation (ADOT) for access to their database and crash data. This agreement is renewed every five years.

BACKGROUND OR DETAILED INFORMATION:

The Town of Oro Valley Police Department (OVPD) is requesting authorization for connectivity to the Arizona Department of Transportation's (ADOT) database for crash records and crash data. OVPD uses ADOT's data for traffic complaints or deployments. Town engineering will also request information concerning traffic studies for new businesses. All information gathered from ADOT's databases is records of ADOT. Renewing this agreement will continue the traffic safety goals for the Oro Valley community.

FISCAL IMPACT:

There is no fiscal impact.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)25-27, authorizing the chief of police to sign and enter into, on behalf of the Town, an intergovernmental agreement between the Town of Oro Valley and the Arizona Department of Transportation for access to the Arizona Department of Transportation's Databases and Crash Data.

Attachments

(R)25-27 ADOT Data Access Agreement

ADOT Data Access Agreement

RESOLUTION NO. (R)25-27

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING THE CHIEF OF POLICE TO SIGN AND ENTER INTO, ON BEHALF OF THE TOWN, AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR ACCESS TO THE ARIZONA DEPARTMENT OF TRANSPORTATION'S DATABASES AND CRASH DATA

WHEREAS, the Town of Oro Valley pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 is authorized to enter into and renew agreements for joint and cooperative action with other public agencies; and

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 an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) whereby the Oro Valley Police Department will be granted access to ADOT's Crash Reporting Information System (CRIS) to submit electronic crash records and the Arizona Crash Information System (ACIS) to query, analyze and retrieve crash data; and

WHEREAS, it is in the best interest of the Town to authorize the Chief of Police to sign and enter into, on behalf of the Town, the Data Access/Exchange Intergovernmental 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; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AS FOLLOWS:

SECTION 1. The Chief of Police is authorized to sign and enter into, on behalf of the Town, the Data Access/Exchange Intergovernmental Agreement, attached hereto as Exhibit "A".

SECTION 2. That 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 Data Access/Exchange Intergovernmental Agreement.

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

SECTION 4. All Oro Valley resolutions or motions and parts of resolutions or motions of the Council in conflict with the provision of this Resolution are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution or the Data Access/Exchange Intergovernmental Agreement, attached

hereto as Exhibit "A" is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 18th day of June, 2025.

TOWN OF ORO VALLEY

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

_____
Date

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

_____
Date

EXHIBIT “A”

ARIZONA DEPARTMENT OF TRANSPORTATION
1801 W. Jefferson St.
Phoenix, AZ 85007
KATIE HOBBS
GOVERNOR
JENNIFER TOTH
DIRECTOR

DATA ACCESS / EXCHANGE AGREEMENT

ADOT File No: **25-0011115-I**

Date:

Name of Agency: Oro Valley Police Department

Doing Business As: Oro Valley Police Department

Business Address: 11000 N. La Canada Drive.
Oro Valley, AZ 85737

Mailing Address: Same as above

Telephone Number: 520.229.4900

Oro Valley Police Department hereby requests authorization for connectivity to the Arizona Department of Transportation's (ADOT or State) (check all that apply):

☒ CRIS Database to submit electronic crash records.

☐ CRIS Database to access and retrieve crash data.

☒ ACIS to query, analyze and retrieve crash data.

ADOT is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 28-363.

Oro Valley Police Department is authorized to enter into this Agreement on behalf of the Town of Oro Valley pursuant to A.R.S. § 11-952, and subject to a legislative delegation of authority from the Oro Valley Town Council.

The AGENCY (as defined below) hereby requests authorization for connectivity to the CRIS Database and/or ACIS of the Arizona Department of Transportation. The AGENCY's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the AGENCY and ADOT.

The AGENCY understands and agrees that it shall only access the CRIS Database and/or the ACIS in accordance with the terms and conditions set forth herein. If at any time ADOT believes the AGENCY is using such access in an unauthorized or unlawful manner, ADOT reserves the right, in its sole discretion, to immediately terminate this Agreement.

This Agreement complies with GITA Statewide Standard P740-S741, Standard 4.7.3.

Definitions

"ACIS" means the Arizona Crash Information System.

"ADOT" means the Arizona Department of Transportation.

"AGENCY" means **Oro Valley Police Department.**

"Agreement" means this Data Access Exchange Agreement.

"Authorized individuals" means those persons who are employed or contracted by AGENCY to perform the activities authorized hereunder.

"Connectivity" means to make and/or maintain a computer connection with ADOT for the purpose of performing the activities authorized under this Agreement.

"CRIS" means the Crash Records Information System.

"Encrypt" means to scramble computerized information to secure data by using special algorithms for transmission or other purposes.

"Parties" means ADOT and the AGENCY, collectively.

"Party" means ADOT or the AGENCY, as the case may be.

"Personal Information" means information that identifies an individual, including without limitation an individual's name, photograph, social security number, driver license number, physical description, race, ethnic origin, sexual orientation, income, blood type, DNA code, fingerprints, marital status, religion, home address, home telephone number, education, financial matters, and medical or employment history readily identifiable to a specific individual but does not include information on vehicular accidents, driving violations, and driver's status.

"RACF" means Resource Access Control Facility, which is a software security product that protects information by controlling access to it.

"Secure location" means an area designated specifically for authorized individuals to access ADOT's database(s) and to which all unauthorized individuals shall be prohibited from entering.

"Sensitive Information" means any state information either in detail or aggregate that may be prejudicial or harmful to the state and its citizens.

Location of Activities

AGENCY may conduct authorized activities only at those locations which have been pre-approved by ADOT such as their place of business that adheres to the other guidelines outlined in this Agreement. ADOT reserves the right, in its sole discretion, to disapprove of location.

Equipment

AGENCY shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of ADOT, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

AGENCY shall provide a secure location for all computer equipment used to access ADOT's database(s).

AGENCY shall provide access to ADOT's CRIS Database and/or ACIS only to AGENCY personnel or contractors who are authorized individuals, and to no one else. If at any time ADOT believes that an authorized individual is using such access inappropriately, ADOT reserves the right to immediately terminate that individual's database access and/or to terminate AGENCY authorization under this Agreement.

AGENCY shall comply with all ADOT policies, procedures and directives regarding security and database access, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as AGENCY.

AGENCY must disclose and obtain ADOT approval of any existing and/or contemplated strategic alliances, partnerships, Intergovernmental Agreements or subcontracting arrangements that AGENCY has or will enter into which involve the processing and/or use of ADOT data acquired pursuant to this Agreement.

Except as required by court order of A.R.S. §§ 39-121 through 39-129, AGENCY, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of ADOT, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any personal or sensitive information which is connected or otherwise associated with or accessed pursuant to this Agreement, either during the term of this Agreement or subsequent to any termination of this Agreement.

AGENCY shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

AGENCY shall not utilize its computer connections with ADOT for any purpose other than the purpose(s) specified in the Addendum to this Agreement.

Network Security

AGENCY understands and agrees that any and all personal or sensitive information that it stores or transmits over external or public computer networks, such as the Internet, must be encrypted.

AGENCY computers that are permanently or intermittently connected to internal computer networks must have an ADOT approved, password-based, access control system in order to access ADOT's database(s). This requirement applies to computers with direct connections to data centers, as well as AGENCY "wide area network." Regardless of the network connections, all AGENCY computers which are used to access ADOT information must employ approved, password-based, access control systems.

All in-bound connections to AGENCY computers from external networks must also be protected. All access control systems must utilize user-identifications (i.e. RACF ID's) and passwords unique to each user, as well as user-privilege restriction mechanisms. Password sharing is prohibited.

Non-exclusivity

This Agreement shall not preclude ADOT from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as AGENCY.

Notification

AGENCY shall assign a contact person for problem resolution and notification of procedural changes. AGENCY shall advise ADOT within two business days of any change in its designated contact person. All notices or demands upon either Party shall be in writing and an original shall be delivered electronically, in person, or sent by mail, addressed as follows:

To ADOT at:

ADOT Crash Records Section
Custodian of State Crash Records
1615 W. Jackson Street, Mail Drop 064R
Phoenix, AZ 85007
Fax: 602.712.3488
AZCrashFacts@azdot.gov

To AGENCY at:

Oro Valley Police Department
ATTN: Robin Murdock
11000 N. La Canada Drive
Oro Valley, AZ 85737
520.229.4964
rmurdock@orovalleyaz.gov

Records

The AGENCY shall maintain a log or register of all ADOT records it requests and all ADOT records it obtains by virtue of the access provided herein. The AGENCY shall retain this log or register either manually or electronically for a period of five years after the date of request and receipt of the records. All other books, papers, records, data, and accounting records relating to this Agreement ("Records") shall be maintained by AGENCY for a period of five years, or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule. The Records shall be subject to inspection and audit by ADOT for five years after termination or completion of this Agreement. The Records shall be produced at the offices designated by ADOT.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with ADOT, except for data retrieved pursuant to this Agreement.

Compliance

AGENCY shall comply with all of the terms set forth in this Agreement, together with all applicable state statutes, rules, and regulations. AGENCY shall also comply with all relevant ADOT policies, procedures and directives that ADOT provides to AGENCY throughout the course of this Agreement. All AGENCY subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of AGENCY.

Non-compliance

If AGENCY fails to comply with the terms of this Agreement, or with any applicable law, rule or regulation, ADOT reserves the right to take any remedial action that it deems necessary and appropriate, including without limitation the suspension, cancellation, revocation, or termination of this Agreement. In case of a violation of law, the Agreement shall immediately terminate.

Amendment and Modification of Agreement

AGENCY shall review and approve in writing any modification of the Agreement. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of this Agreement. AGENCY may submit a written request to ADOT if there are any changes it desires be made to the Agreement, and such a request shall be approved or denied at ADOT's sole discretion.

Termination

Either Party may terminate this Agreement for convenience or cause upon 30 days prior written notice to the other Party. Upon any termination of this Agreement, AGENCY shall, at ADOT's request, remove and deliver to ADOT all electronic data stored on any electronic storage devices and shall immediately return all other data and information received in connection herewith to ADOT.

Waiver/Severability

AGENCY agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Duration

This Agreement shall commence upon approval by the Division Director and execution by both Parties, and shall thereafter continue in effect for a term of five years, unless previously terminated or canceled as provided herein. Prior to expiration of this five year period, the Parties may mutually agree to extend the term of the Agreement for three, five-year extensions by entering into an amendment to this Agreement.

Liability

The AGENCY shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the AGENCY, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The AGENCY's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation shall apply to any negligence of the AGENCY which may be legally imputed to the State by virtue of this Agreement or the State's ownership of the databases. The AGENCY's obligations under this paragraph shall survive the termination of this Agreement.

Limitation of Liability

ADOT (a) makes no warranty, express or implied, with respect to information provided under this Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of this Agreement; (c) assumes no liability for any errors or omissions within the Data Access Exchange. Parties hereby waive, relinquish, and release the State of Arizona and ADOT from any

claim for damage or injury arising from any use of the Data Access Exchange or any information derived from it.

Mandatory Provisions for Arizona State Agencies

None of the provisions of the Agreement may be waived, changed or altered except with the mutual written consent of both Parties.

Except as permitted by law and provided by this Agreement, ADOT is not authorized to indemnify the AGENCY.

The AGENCY acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

This Agreement shall be governed by and construed in accordance with Arizona laws.

This Agreement may be canceled in accordance with A.R.S. § 38-511.

This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

Non-Availability of Funds: Every payment obligation of ADOT under this Agreement is conditioned upon the availability of funds 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 State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration if required by A.R.S. § 12-1518.

The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

Joint Venturer – Except as otherwise provided by law, in the performance of duties and activities under this Agreement, the Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Each Party shall remain responsible for the supervision of their respective staff and students and shall maintain adequate insurance coverage as required by law.

AGENCY assigns to ADOT any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to AGENCY toward fulfillment of this Agreement.

The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

Certification

On behalf of AGENCY identified below, the undersigned hereby request approval of this Agreement. The undersigned certifies that all of the information set forth herein by AGENCY is true and accurate, and that any records or information obtained from ADOT's database(s) and system(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. The undersigned further certifies that the undersigned have the authority to execute this Agreement on behalf of AGENCY. The undersigned understands that the AGENCY must abide by the provisions of this Agreement if approved by the Division Director and executed by both Parties.

By _____ on _____
KARA M. RILEY Date
Chief of Police

FOR ADOT USE ONLY

Received by _____ on _____
DAVID PORTER Date
AzTraCS Program Coordinator

AUTHORIZATION

On behalf of the Arizona Department of Transportation, the authorization requested by the AGENCY pursuant to this Agreement (including the attached Addendum) is hereby approved.

ARIZONA DEPARTMENT OF TRANSPORTATION
Infrastructure Delivery and Operations

By _____ on _____
AUDRA MERRICK, PE Date
Division Director

AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to A.R.S. §§28-401 et seq. and with GITA Statewide Standard P740-S741, Standard 4.7.3, as part of the foregoing Data Access / Exchange Agreement between the Arizona Department of Transportation (ADOT) and the (AGENCY).

Subject to ADOT's right to terminate as set forth in this Agreement:

I. ADOT<grants/~~does not grant~~> AGENCY authorization to access its CRIS Database via approved direct program-to-program interactions over an approved persistent connection and to thereby submit electronic crash records information contained in such databases according to the terms and conditions stated in this Agreement. Electronic crash records shall be submitted no more than once per day.

II. ADOT <~~grants~~/does not grant> AGENCY authorization to access its CRIS Database via an approved secure gateway and with two-factor authentication to retrieve pertinent crash records data including vehicle information according to the terms and conditions stated in this Agreement.

III. ADOT<grants/~~does not grant~~> AGENCY authorization to access its ACIS via an approved secure gateway and with user identifications and passwords unique to each user to run queries and retrieve crash data strictly for the purposes of safety analysis and in accordance with the terms and conditions stated in this Agreement. Data query and retrieval may be done on an as-needed basis.

The foregoing Agreement and Addendum are mutually agreed to:

By _____ on _____
KARA M. RILEY Date
Chief of Police

ARIZONA DEPARTMENT OF TRANSPORTATION
Infrastructure Delivery and Operations

By _____ on _____
AUDRA MERRICK, PE Date
Division Director

Town Council Regular Session **E.**

Meeting Date: 06/18/2025

Submitted By: Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

SUBJECT:

Approval of Council Liaison assignments to the Tourism Advisory Commission and Amphitheater School District, effective June 19, 2025 to December 31, 2025

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

Town Council Policy No. 8 defines the position of Council liaison to boards and commissions, which was created in order to allow Councilmembers the opportunity to bring Council-adopted policies to a particular board or commission, and keep the Town Council informed as to the actions and issues of that advisory group.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to APPROVE the Council liaison assignments to the Tourism Advisory Commission and Amphitheater School District, as presented in Attachment 1.

or

I MOVE to...

Attachments

Attachment 1

COUNCIL LIAISON ASSIGNMENTS
JUNE 19, 2025 – DECEMBER 31, 2025

Tourism Advisory Commission	Mary Murphy
Amphitheater School District	Elizabeth Robb

Town Council Regular Session **F.**

Meeting Date: 06/18/2025

Submitted By: Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

SUBJECT:

Resolution No. (R)25-28, re-authorizing and approving an amendment to the Cooperative Intergovernmental Agreement (IGA) between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnerships Program

RECOMMENDATION:

Staff recommends approval of this amendment since the Town is a regional partner with Pima County. The County is seeking certification as an "Urban County" and provides its citizenry with the options and benefits this federal HUD program affords.

In addition, the terms of this agreement shall apply to the Town only if the Town requests and receives funding for low and moderate-income housing within the Town boundaries under the terms of this agreement.

EXECUTIVE SUMMARY:

This item serves as an amendment to an existing cooperative Intergovernmental Agreement (IGA) between Pima County and the Town of Oro Valley for the Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME).

The Town and the County have historically approved these triennial IGAs, which provide Oro Valley with the ability to directly apply to the County for available U.S. Department of Housing and Urban Development (HUD) entitlement funds--in lieu of having to competitively apply via the State of Arizona. In addition, these agreements “re-certify” Pima County as an Urban County, a HUD requirement for entitlement funded agencies.

Participation in this IGA is desirable to meet the requirements of the Housing and Community Development Act of 1974. Although Oro Valley's population is below the 50,000 threshold that qualifies its low to moderate income residents to apply for home repair monies, Oro Valley still has participated with the region so that Pima County may qualify for full funding.

If Town Council approves the agreement, staff will return the signed agreement with a cover letter.

BACKGROUND OR DETAILED INFORMATION:

Every three (3) years, the U.S. Department of Housing and Urban Development (HUD) requires non-entitlement incorporated jurisdictions to either join the “Urban County Program,” i.e. Pima County, or apply for respective Community Development Block Grants (CDBG) and Home Investment Partnerships Program (HOME) funds via the State of Arizona Small Cities Program. HUD only makes available said entitlement funds to incorporated municipalities with a population over 50,000. The “Coop” agreement, or IGA, represents the Town’s agreement to participate with Pima County in the HUD Urban County Program.

With respect to the Pima County Board of Supervisors, Town Council, and limited summer schedules, the IGA has been drafted to be executed in counterparts to meet HUD’s August 5, 2022, submittal deadline. There are no significant changes from the last IGA approved three years ago. Below is brief summary on the CDBG Program:

CDBG funding must support 1 of 3 National Objective/span

- Benefit low and moderate-income persons - *Pima County CDBG program primarily meets this objective*
- Aid in the prevention or elimination of slum/blight
- Address urgent need (natural disasters, etc.)

The CDBG National Objectives are generally met in the following ways:

- On an individual basis - homeowner in need of home repair/accessibility upgrades
- At the community or eligible neighborhood level with small capital improvement projects, i.e. eligible facility improvements - HVACs on community public facilities, commercial freezer/refrigerator for food banks, etc.

In addition to the County Home Repair Program, the County funds other non-profit home repair agencies to complete home repair activities throughout Pima County.

Participation in the Urban County Program is mutually beneficial to the County and Town. The agreement allows the Town to administer their own CDBG projects should they desire, and allows Pima County to invest HUD resources within respective municipal boundaries. The Cooperative IGA also allows the Town to apply directly to the County for HUD projects in lieu of competing statewide for Arizona's limited and controlled HUD resources. As part of the Cooperative IGA, Pima County is able to prioritize funding for eligible Oro Valley residents. An example would be an application submitted for home repair services through the Pima County Home Repair Program. The IGA also allows Pima County to prioritize funding for eligible agencies that assist Oro Valley residents. Additionally, Pima County conducts Fair Housing Initiatives on a countywide basis, which includes Oro Valley.

Pima County concurrently executes identical documents with other participating local governments in the region. Historically, the Town of Oro Valley has entered into an IGA with Pima County for CDBG purposes. This arrangement between Oro Valley and Pima County was initiated in 1984 and has been renewed every term except in 1998, which resulted in a loss of funding in the amount of $80,000 for the region.

Participation in this IGA is desirable to meet the requirements of the Housing and Community Development Act of 1974. Although Oro Valley's population is below the 50,000 threshold that qualifies its low-to moderate income residents to apply for home repair monies, Oro Valley has still participated with the region so that Pima County may qualify for full funding.

FISCAL IMPACT:

There is no fiscal impact to the Town's budget.

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)25-28, authorizing and approving an amendment to the Cooperative Intergovernmental Agreement between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnership Program.

Attachments

(R)25-28 Cooperative Agreement

Pima County CDBG Cooperative Agreement

CDBG Quick Guide

RESOLUTION NO. (R)25-28

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA AUTHORIZING AND APPROVING OF THE COOPERATIVE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUTY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, pursuant to A.R.S. § 11-952, The Town of Oro Valley and Pima County are authorized to enter into or renew agreements for joint and cooperative action with other public agencies; and

WHEREAS, on July 6, 2022, the Town Council approved Resolution (R)22-31 authorizing and approving the IGA between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnership Program; and

WHEREAS, the Town and Pima County desire to continue to participate in the Intergovernmental Cooperative Agreement to meet the requirements of the Housing and Community Development Act of 1974 and subsequent amendments thereof; and

WHEREAS, the Town desires that Pima County, as an Urban County, administer and execute the terms and conditions of the Agreement, subject to local ordinances and state and federal laws; and

WHEREAS, it is in the best interest of the Town to enter into the Intergovernmental Cooperative Agreement with Pima County for the Community Development Block Grant Program and Home Investment Partnership Program, 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 Intergovernmental Agreement between the Town of Oro Valley and Pima County, attached as Exhibit "A", is hereby authorized and approved.

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

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

SECTION 4. All Oro Valley resolutions or motions and parts of resolutions or motions of the Council in conflict with the provision of this Resolution are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 18th day of June, 2025.

TOWN OF ORO VALLEY

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

Pima County Department of Community and Workforce Development

Project: Community Development Block Grant and HOME Investment Partnership Cooperative Agreement

Subrecipient: Town of Oro Valley
11000 North La Cañada Drive
Oro Valley, Arizona 85737

Contract No.: SC2400000634 (formerly CTN-CR-22-161 and CTN-CD-16-188)

Contract Amendment No.: 04

Original Contract Term:	07/01/16-06/30/19	**Orig. Contract Amount**:	N/A
Termination Date Prior Amendment:	06/30/2023	**Prior Amendments Amount:**	N/A
Termination Date This Amendment:	06/30/2026	**This Amendment Amount:**	N/A
		Total Amount:	N/A

Unique Entity Identifier (UEI): M1KGM1EJMNJ4		**UEI Expiration Date:** 11/07/2025		
Federal Contract No.: N/A				
Required Match:	☐ Yes ☒ No	**Match Amount:** N/A		
Indirect Cost Rate:	☐ Federal	☐ NICR	☐ de minimis	☒ None
Status of Contractor:		☒ Subrecipient	☐ Contractor	

INTERGOVERNMENTAL AGREEMENT

AMENDMENT FOUR

1.0 BACKGROUND AND PURPOSE

1.1. Background. On June 21, 2016, Pima County ("County") and the Town of Oro Valley, Arizona, a municipal corporation in the State of Arizona ("Town") entered into the above-referenced Intergovernmental Agreement ("IGA" or "Agreement") to acknowledge and comply the requirements established by the U.S. Department of Housing and Urban Development ("HUD") for a Cooperative Agreement between jurisdictions of an Urban County.

1.2. The County has acquired a new accounting system requiring this Agreement to be renumbered to SC200000634, with all terms and conditions remaining in effect, except as amended herein.

1.3. Purpose

1.3.1. County may receive HUD Entitlements including Community Development Block Grant ("CDBG") funds from HUD under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383) ("the Act") and under the HOME Investment Partnership Program ("HOME") for federal fiscal years 2026, 2027, and 2028 (County fiscal years 2024 through 2026).

1.3.2. County is currently scheduled to requalify for Urban County program status for federal fiscal years 2026, 2027 and 2028. As part of the requalification process, County must, prior to August 15, 2025, submit a copy of the Cooperative Agreement or an amendment to the existing Cooperative Agreement setting forth the terms and conditions of the use of CDBG, HOME and other applicable HUD funds as an Urban

County.

1.3.3. County and Town have an existing Cooperative Agreement ("IGA" or "Agreement") covering federal fiscal years 2023, 2024, and 2025.

1.3.4. Paragraph 1.2.3 of fully executed Agreement (07/25/2016) provides that the Agreement may be extended for an additional three (3) year periods.

1.3.5. The Parties wish to continue to operate as an Urban County and, therefore, to extend the Agreement through June 30, 2029 for the next HUD funding program cycle.

2.0 NOW THEREFORE, the parties, agree to amend the IGA as follows:

2.1. **SECTION 1.0, TERM, EXTENSIONS, AND AMENDMENTS,** subsection 1.1 of the Agreement (07/25/2016), is amended as follows:

2.1.1. To extend the term of the Agreement from July 1, 2026 through June 30, 2029.

2.1.2. The last sentence is amended to read:

"This agreement to cover CDBG, ESG and HOME funding for federal fiscal years 2017 through 2028."

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

All other provisions of the Agreement, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

The effective date of this amendment is July 1, 2026.

THIS AGREEMENT MAY BE EXECUTED IN COUNTPARTS

PIMA COUNTY

_____
Chair, Board of Supervisors

DATE: _____

ATTEST:

_____
Clerk of the Board

DATE: _____

APPROVED AS TO CONTENT:

_____
Director
Department of Community & Workforce Development

TOWN OF ORO VALLEY

_____
Joe Winfield, Mayor

DATE: _____

ATTEST:

_____
Town Clerk

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

The undersigned Deputy County Attorney reaffirms the statements set forth in the "Opinion of Deputy County Attorney" attached to the original Agreement executed by Pima County on June 21, 2016.

_____
Kyle Johnson, Deputy County Attorney

_____
Town Attorney

Community Development Block Grant

PIMA COUNTY
COMMUNITY & WORKFORCE DEVELOPMENT

The U.S. Department of Housing and Urban Development (HUD) *Community Development Block Grant* (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

HUD awards CDBG monies to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services. See www.hudexchange.info/programs/cdbg-entitlement/.

Pima County Community & Workforce Development — CDBG funding is distributed within Pima County on a competitive basis designed to meet community needs (Pima County CDBG is designated for County areas, the City of Tucson receives its own CDBG allocation). All CDBG activities must meet one of three national objectives: Benefiting low moderate income (LMI) persons, preventing or eliminating blight, or meeting an urgent community need, as well as being consistent with identified priorities in the CWD Consolidated Plan. Keep the points below (in no particular order) in mind when developing your program or project.

1. Activities must target unincorporated Pima County. While the County can work within the City of Tucson, any project that does not direct resources outside the City are unlikely to be funded.
2. You cannot be reimbursed for any activities or spending before the effective date of your contract (the finalization date, with all contract signatures in place) or after the termination of the contract.
3. Funds are distributed on a strict reimbursement basis—no funds are advanced for any reason.
4. Grantees must be registered and current in the federal System for Awards Management (SAM). This can be a somewhat lengthy process, start sooner not later. SAM is found at sam.gov and assistance is available at azptac.com. There is no charge for SAM registration (there are companies that will charge $$ for this free registration—avoid). SAM registration must be renewed annually.
5. Grantees must be registered and in Good Standing with the Arizona Corporation Commission (ecorp.azcc.gov).
6. All certifications, registrations, and program administrative requirements (e.g., insurance) must be kept valid and active during the grant contract period. We generally want file copies of these items.
7. Grantees must abide by federal procurement standards including but not limited to:
    a. Competitive bidding practices, three bids minimum; could be informal or formal depending on amount and project type.
    b. We need full, original bid estimates and not just totals or a bid tabulation or comparison.
    c. Unless there are documentable extenuating circumstances the lowest bid is accepted.
    d. Davis-Bacon and related provisions apply for any construction work over $2000. If Davis-Bacon is invoked, it applies to ALL construction, not just that funded with CDBG.
    e. Because these standards can impact your program or project planning we need to be involved early to help craft the best application of grant funds. This means, for example, that you won't select a contractor before consulting us on federal competitive bidding requirements. We strongly encourage identifying early-on a manager and a primary and secondary contact for your program or project.
8. Agencies will be responsible, under item #7 and other program provisions, for the requirements inherent in meeting both federal procurement and program standards. These may include, among other actions, posting bids, selecting contractors, convening pre-construction meetings, invoicing, project management, records and reports (including Davis-Bacon weekly payroll), close-out, etc.
9. If your project or program will use subcontractors, Pima County must review and approve them.

10. In some cases projects will invoke a five-year forgivable lien obligation.
11. No vehicles. CDBG does not fund things that are mobile. This includes pretty much anything with wheels. Exceptions are to meet public safety needs (e.g., a fire district may purchase an ambulance).
12. CDBG does not fund personal or portable equipment. Again, items that might disappear. This includes tools and computer and office equipment. The majority of commercial equipment purchases are eligible but should be attached, stationary, or "large" (e.g., commercial refrigerators, stoves, etc.).
13. We do not fund architectural, engineering, or planning studies, plans, documents, drawings, activities. No food or alcohol can be reimbursed, nor can stipends or cash payments to clients.
14. CDBG funding through Pima County is on a cost-reimbursement basis. The County does not provide up-front funds for any projects for any reason. Agencies cannot start work on reimbursable activities or expenses without notifying us. Reimbursement typically takes 30 days.
15. HUD requires a five-year programming requirement, that is, you must agree to use and maintain for the overall public good those items paid for with public funds. For instance, if you are awarded funding to establish a commercial kitchen to serve those in need, this kitchen must function as intended and serve the target population for a period of five years from contract close-out.
16. HUD requires that an Environmental Review Record be completed for every project, a minimum 30-day plus process that can be simple or complex. HUD must approve this review before you can spend any award monies. Just like federal procurement mandates this means involving us early in the planning process.
17. If your project is in a floodplain you will be required to carry flood insurance for the "economic life" of the improvements.
18. Our CDBG application, invoicing, and reporting portal is Amplifund, the County's grant management system. Quarterly reports are due 1/15, 4/15, 7/15, and 10/15.
19. Grantees will adhere to 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and follow guidance presented in the second document noted below.

This is not an exhaustive list and it is your responsibility to seek assistance to address any issues. If you feel your agency needs guidance anywhere in the process let us know before something becomes a problem. We try to make the CDBG grant process as painless and positive as possible, please contact us early with any questions or concerns.

See www.hudexchange.info/resource/19/basically-cdbg-training-guidebook-and-slides/ for CDBG information and basic guidance. While this is written for Responsible Entities, such as Pima County, *Basically CDBG* is still valuable for grantees—really a must-read (at least sections of it) for grant recipients.

See www.hudexchange.info/resource/687/playing-by-the-rules-a-handbook-for-cdbg-subrecipients-on-administrative-systems/ for *Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems*.

Contact us: Joel Gastelum, Division Manager ● 520-724-6750 ● Joel.Gastelum@pima.gov
Joel Viers, Program Manager ● 520-724-6767 ● Joel.Viers@pima.gov
Ana Basurto, Program Coordinator ● 520-724-5673 ● Ana.Basurto@pima.gov

The Pima County of Department of Community & Workforce Development adheres to HUD guidelines and federal, state, and local laws in executing our community development mission and commitment. Pima County does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, or any other protected classification under federal, state, or local law.

CDBG Grant Process

Pima County Community & Workforce Development (CWD)

1. CWD solicits applications in October; period closes end of January
2. All eligible applications reviewed by staff and committee recommendations sent to Board of Supervisors
3. Board of Supervisors review and approval
4. Award letters sent to funded agencies
5. CWD works with agencies to draft contracts
6. Contract executed; Environmental Review Records completed for all activities
7. Agencies sent finalized contract and reimbursement template
8. Programs or projects underway, monthly billing and quarterly reporting including demographics
9. Programs and projects complete

Town Council Regular Session **G.**

Meeting Date: 06/18/2025

Requested by: Kara Riley **Submitted By:** Catherine Hendrix, Police Department

Department: Police Department

SUBJECT:

Resolution No. (R)25-29, authorizing and approving a High Intensity Drug Trafficking Area (HIDTA) Grant Agreement between the City of Tucson and the Town of Oro Valley; and directing the Town Manager, Chief of Police, Town Clerk, and Town Legal Services Director, or their duly authorized officers and agents to take all steps necessary to carry out the purposes and intent of this resolution

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

A request is being made to enter into an agreement with the Drug Enforcement Administration (DEA) for the participation of one (1) Oro Valley police officer in the DEA Tucson HIDTA Task Force. This agreement is a renewal of the program with the DEA, as the Town of Oro Valley has successfully participated in this task force for many years.

BACKGROUND OR DETAILED INFORMATION:

If approved, this agreement will provide continued participation in these cooperative efforts to disrupt illicit drug trafficking in the state of Arizona, gather and report intelligence data related to drug trafficking and conduct undercover operations to allow for effective prosecution.

Additionally, this agreement will enhance our ability to identify, target and investigate consolidated and regional priority organization targets, as well as target and investigate major drug trafficking and money laundering organizations.

FISCAL IMPACT:

The related expenses are included in the recommended budget for FY 2025/26.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)25-29, authorizing and approving a High Intensity Drug Trafficking Area (HIDTA) Grant Agreement between the City of Tucson and the Town of Oro Valley; and directing the Town Manager, Chief of Police, Town Clerk, and Town Legal Services Director, or their duly authorized officers and agents to take all steps necessary to carry out the purposes and intent of this resolution.

Attachments

(R)25-29 HIDTA 2025

HIDTA OVPD Agreement

RESOLUTION NO. (R)25-29

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; AND DIRECTING THE TOWN MANAGER, CHIEF OF POLICE, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, pursuant to A.R.S. § 11-952, The Town of Oro Valley and City of Tucson are authorized to enter into or renew agreements for joint and cooperative action with other public agencies; and

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 Investigative Task Force for a term effective January 1, 2025 through December 31, 2026; 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**:**

SECTION 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 is hereby authorized and approved.

SECTION 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.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution, or the Grant Agreement attached hereto as Exhibit "A", is for any reason held to be invalid or unconstitutional by the decision of any court of

competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. All Oro Valley Resolutions, or Motions and parts of Resolutions or Motions of the Council in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 18th day of June, 2025.

TOWN OF ORO VALLEY, ARIZONA

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

_____
Date

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

_____
Date

EXHIBIT “A”

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
PROGRAM
GRANT AGREEMENT CFDA NUMBER: 95.001

AWARD NUMBER (FAIN): **G25SA0007A** COT Grant Number **HT-25-2942**

This Grant Agreement is made this **first day of January 2025** by and between the CITY OF TUCSON hereinafter called "CITY" and **the Town of Oro Valley** through the **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 the GRANTEE.

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

1. This Agreement will commence on **January 1, 2025, and** terminate on **December 31, 2026**. 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 an 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 furthers 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
ATTN: Business Services
Police Satellite Office (Finance)
Tucson Police Department
270 South Stone Avenue
Tucson, Arizona 85701-1917

B. If to the GRANTEE:

The Town of Oro Valley
11000 North La Canada Drive
Oro Valley, Arizona 85737
Attention Kara M. Riley, Chief of Police
and Joe Winfield Mayor

The GRANTEE may make budget adjustments only after written notification with signature approval from the 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	**$79,140.00**
Fringe Benefits	**$11,871.00**
Overtime	**$15,000.00**
Travel	**$0.00**
Facilities	**$0.00**
Services	**$0.00**
Operating Expenses:	
Supplies	**$0.00**
Other	**$0.00**
Equipment	**$0.00**
TOTAL	**$106,011.00**
See Attached Budget Detail Sheet	

5. The GRANTEE understands that financial reports are required for reimbursement of expenditures.

6. 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.

7. 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 the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

8. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - January 6, 2020.
   Link: Electronic Code of Federal Regulations*:* http://www.ecfr.gov

9. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned more than the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, 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.

10. 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.

11. For the purpose of this grant, capital expenditure is $5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $5,000, the GRANTEE will use its own policy.

    The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – January 6, 2020, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at $5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices, and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

    The GRANTEE agrees to abide by Section 8, 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.

12. 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 – January 6, 2020, Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide it to the HIDTA Director and the CITY.

13. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having firsthand 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 – January 6, 2020.

14. 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

15. 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
April 1 - 30	May 25	October 1 - 31	November 25
May 1 - 31	June 25	November 1 - 30	December 25
June 1 - 30	July 25	December 1 - 31	January 25

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

16. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

17. 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 180 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

18. 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.

19. 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.

20. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

21. 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.

22. 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.

23. 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 or entity, this paragraph does not apply.

24. Unless the GRANTEE's contractor or subcontractor is a State agency or entity, the 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 the 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 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 the GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

25. 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.

26. 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 2009-09 and 2007-21. These laws prohibit discrimination based on 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.

27. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if Grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP 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.

28. The GRANTEE certifies it will comply with the Drug-Free Workplace Act of 1988, as implemented in 2 CFR Part 182.

29. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Forms (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.

30. 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.

31. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.

32. 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.

33. 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.

34. 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

35. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.

36. 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.

37. 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.

38. Pursuant to resolution number 21460, adopted by the Mayor and Council on December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.

39. In accordance with A.R.S. §41-4401, the 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.

40. (Added by the Grantee) Nothing herein shall be interpreted as an express or implied waiver of either party's sovereign immunity in any forum or jurisdiction.

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

FOR GRANTEE:

Signature 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

INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:

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

FOR CITY OF TUCSON:

Chad Kasmar, Chief of Police Date
City of Tucson Police Department

Principal Assistant City Attorney Date
City of Tucson Police Department
Approved as to form.

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 insured under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation of the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such an 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 a 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

1) 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.

2) My agency **is/ is not** authorized to disburse confidential funds.

Grant Number: **HT-25-2942**

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 based on 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 always be locked 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
b. summary of informant payments.
c. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
d. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
e. Agreement with cooperating individual.
f. Receipt for P/I.
g. Copies of all debriefing reports (except for the Headquarters case file).
h. Copies of case initiation reports on the utilization of the informant (except for the Headquarters case file).
i. Copies of statements signed by the informant (unsigned copies will be
j. placed in appropriate investigative files).
k. Any administrative correspondence pertaining to the informant, including
l. documentation of any representations made on his behalf or any other
m. nonmonetary considerations furnished.
n. 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 ensure 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 a source 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 expenses at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amount 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 at least at 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.

Budget Detail

2025 - Arizona

Initiative - Pima County HIDTA Investigative Task Force — Investigation
Award Recipient - CITY OF TUCSON POLICE (HID24000013)
Resource Recipient - Oro Valley Police Department

Awarded Budget (as approved by ONDCP)		*$8,648,520.00*
Personnel	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$79,140.00
Total Personnel		**$79,140.00**
Fringe	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$11,871.00
Total Fringe		**$11,871.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$15,000.00
Total Overtime		**$15,000.00**
Total Budget		**$106,011.00**

Town Council Regular Session **H.**

Meeting Date: 06/18/2025

Submitted By: Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

SUBJECT:

Resolution No. (R)25-30, approving an amendment to the Intergovernmental Agreement (IGA) between the Town of Oro Valley and Pima County for animal control services for one year

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On May 7, 2025, the Oro Valley Town Council approved a one-year extension of the current IGA with Pima Animal Care Center (PACC). Following this approval, Pima County has requested minor administrative corrections to the agreement for purposes of clarity, consistency, and proper contract tracking within their internal systems. These revisions include:

- **Terminology Correction**: Replacing the phrase “new contract” with “amendment” to accurately reflect the nature of the document.
- **Contract Number Updates**: Adding Workday contract number SC2500000094 and legacy ADP contract number CTN22000000000000000166 to ensure accurate linkage in contract management systems.
- **Record Consistency**: Including the updated contract number in both the header and footer of the document for version control and auditing purposes.

Approval of this amendment does not alter the substance of the IGA as approved by Council and will continue to authorize Pima County’s enforcement of local animal control ordinances and the provision of related services in Oro Valley.

BACKGROUND OR DETAILED INFORMATION:

Since FY 2016/17, the Town of Oro Valley has contracted with Pima County for the provision of animal care and enforcement services through Intergovernmental Agreements (IGAs). These agreements authorize Pima County to enforce Chapter 18 of the Oro Valley Town Code (Animal Control), which includes responsibilities such as rabies control and vaccination, dog licensing, leash law enforcement, and the sheltering and humane care of domestic animals.

Beginning in FY 2022, the funding model for these services transitioned from an annual fee-based structure to one based on the amount collected in dog licensing fees. Under this model, Pima County retains licensing revenues to offset associated enforcement and administrative costs, while the remaining services—such as sheltering, veterinary care, and community education—are supported through a direct General Fund appropriation by Pima County.

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Approval of this amendment does not alter the substance of the IGA as approved by Council and will continue to authorize Pima County's enforcement of local animal control ordinances and the provision of related services in Oro Valley.

FISCAL IMPACT:

Based upon FY 2021 information, the Town saves approximately $50,000 annually by entering into this IGA partnership with Pima County.

SUGGESTED MOTION:

I MOVE to APPROVE Resolution No. (R)25-30, approving an extension to the intergovernmental agreement for the continued provision of animal control services between the Town of Oro Valley and Pima County.

or

I MOVE...

Attachments

(R)25-30 Amendment to PACC Animal Control Services IGA

IGA Amendment #1

RESOLUTION NO. (R)25-30

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR ANIMAL CONTROL SERVICES; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, pursuant to A.R.S. § 11-952, the Town of Oro Valley (the Town) is authorized to enter into or renew agreements for joint and cooperative action with other public agencies; and

WHEREAS, on June 1, 2022, the Mayor and Council approved Resolution No. (R) 22-24 authorizing an Intergovernmental Agreement (IGA) between the Town and Pima County Animal Control Services for a three-year period beginning July 1, 2022, and ending on June 30, 2025; and

WHEREAS, on May 7, 2025, the Town amended this IGA via Resolution No. (R) 25-15 to extend the term of the IGA for an additional year and to modify the reporting requirements under the IGA along with other administrative changes; and

WHEREAS, Pima County has made additional non-material changes to the IGA that necessitate a further amendment; and

WHEREAS, it is in the best interest of the Town to approve the Amendment to the IGA between the Town and Pima County in order to continue providing enforcement of leash law ordinances, biting dog ordinances, animal cruelty ordinances and to provide for the impoundment and sheltering of stray animals within the Town's boundaries.

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

SECTION 1. The Amendment to the Intergovernmental Agreement between the Town of Oro Valley and Pima County for animal control services, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby authorized and approved.

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

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

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

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 18th day of June, 2025.

TOWN OF ORO VALLEY

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

○ Award ◉ Contract ○ Grant

Requested Board Meeting Date: June 17, 2025

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Town of Oro Valley

***Project Title/Description:**

Intergovernmental Agreement (IGA) between Pima County and the Town of Oro Valley for Animal Care and Control Services.

***Purpose:**

This amendment extends the partnership between Pima Animal Care Center and the Town of Oro Valley for a one year cycle. The IGA reflects an ongoing partnership between the Town and PACC for animal care and control services. Pima County will provide assistance with animal care and control services within the geographic boundaries of the Town of Oro Valley relating to the enforcement of the Town Code having to do with vaccination, dog licensing, leash laws, animal cruelty and neglect, dangerous animals, deceased animal, biting animals, and the provision of sheltering and humane care and rehoming of surrendered and stray animals.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Improve the safety and health of animals and 'reduce stray and dangerous animals, animal cruelty, neglect, waste, and excessive noise within the community.

***Public Benefit:**

By providing quality, humane animal sheltering, welfare, and enforcement services, the Town and the County promote the health and safety of all residents, visitors, and their companion animals.

***Metrics Available to Measure Performance:**

The County will provide bi-annual reporting to include shelter data relevant to the billing for PACC services under this Agreement.

***Retroactive:**

No.

MAY29'25PM04:35 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount $ _____* ☐ Revenue Amount: $ _____

***Funding Source(s) required:** _____

Funding from General Fund? ○ Yes ○ No If Yes $ _____ % _____

Contract is fully or partially funded with Federal Funds? ○ Yes ○ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ○ Yes ○ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ○ Yes ○ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: SC Department Code: PAC Contract Number (i.e., 15-123): SC2500000094

Amendment No.: 00 WD Version No.: 01

Commencement Date: 07/01/2025 New Termination Date: 06/30/2026

Prior Contract No. (AMS): CTN220000000000000000166

○ Expense ○ Revenue ○ Increase ○ Decrease

Is there revenue included? ○ Yes ◉ No If Yes $ 0.00 Amount This Amendment: $ 0.00

***Funding Source(s) required: N/A**

Funding from General Fund? ○ Yes ◉ No If Yes $ 0.00 % 0

Grant/Amendment Information (for grants acceptance and awards)

○ Award ○ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: $ _____ ☐ Revenue Amount: $ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ○ Yes ○ No If Yes $ _____ % _____

***Match funding from other sources?** ○ Yes ○ No If Yes $ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

_____

Contact: Steve Kozachik

Department: PAC Telephone: 724-5938

Department Director Signature: _____ Date: 5/28/25

Deputy County Administrator Signature: _____ Date: 5-28-25

County Administrator Signature: _____ Date: 5/28/2025

Pima County Department of Pima Animal Care Center

Project: Intergovernmental Agreement (IGA) between Pima County and the Town of Oro Valley for Animal Care and Control Services.

Contractor: Town of Oro Valley

Contract No.: SC2500000094 (CTN-2200000000000000166)

Contract Amendment No.: 00

Orig. Contract Term: 07/01/2022 - 06/30/2025		**Orig. Amount:**	$0.00
Termination Date Prior Amendment: N/A		**Prior Amendments Amount:**	$0.00
Termination Date This Amendment: 06/30/2026		**This Amendment Amount:**	$0.00
		Revised Total Amount:	$0.00

CONTRACT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose

1.1. Background. On 7/01/2022, County and Contractor entered into the above referenced agreement to provide animal care and control services for the Town of Oro Valley.

1.2. Purpose. County agrees to provide continuing animal care and control services beyond the expiration of the initial term of this agreement, and the parties wish to update their contacts for notification purposes.

2. Term. The County is exercising the first extension option to renew the contract for one additional year commencing on July 1, 2025, and terminating on June 30, 2026. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Reporting.

3.1. The County will provide the Town the following information:

3.1.1 Bi-Annual Reporting:

3.1.1.1 PACC Statistical Volumes for the Town:

3.1.1.1.1 Shelter Statistics: Number of animals processed at the shelter, number of animals adopted and / or fostered, number and type of education and outreach activities in the community.

3.1.1.1.2 Veterinary Statistics: Number and type of surgeries performed on PACC pets and at PACC, number of surgeries performed in the Town, number of animals spayed and

neutered, number of animals that were euthanized or died in the shelter.

3.1.1.1.3 Enforcement Statistics: Number of calls that resulted in a response from PACC, number and types of dog licenses issued, dates of dispatched enforcement calls, activity types of dispatched enforcement calls (e.g., leash law, stray).

3.1.1.1.4 Licensing Statistics: Types of licenses issued, dates of issuance of licenses, payment received for each license issued, and associated data extract containing detailed information regarding records of requests and revenue attributed to the Town.

3.1.1.2 The Town will designate a representative to attend bi-annual meetings with representatives from Pima County Administration and Pima Animal Care Center to review PACC services.

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

Pima County:
Steve Holmes
Pima County Deputy County Administrator
115 N. Church Ave
Tucson, Arizona 85701

Steve Kozachik
Pima Animal Care Center 4000
N. Silverbell Rd.

Town of Oro Valley
Jeff Wilkins Town Manager
11000 N. La Canada Dr. Oro Valley, Arizona 85737

Tucson, Arizona 85745

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chair, Board of Supervisors

Date

TOWN OF ORO VALLEY

E-SIGNED by Joseph C. Winfield
on 2025-05-09 16:46:23 GMT

Mayor

Joseph C. Winfield , Mayor

Printed Name and Title

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT

Department Head

2/27/25

Date

ATTORNEY CERTIFICATION

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

Deputy County Attorney

4/10/25

Date

E-SIGNED by Tobin Sidles
on 2025-05-09 16:50:07 GMT

City Attorney

Date

RESOLUTION NO. (R)25-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR ANIMAL CONTROL SERVICES; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, pursuant to A.R.S. § 11-952, the Town of Oro Valley (the Town) is authorized to enter into or renew agreements for joint and cooperative action with other public agencies and

WHEREAS, on June 1, 2022, the Mayor and Council approved Resolution No. (R) 22-24 authorizing an Intergovernmental Agreement (IGA) between the Town and Pima County Animal Control Services for a three-year period beginning July 1, 2022, and ending on June 30, 2025; and

WHEREAS, the Town and Pima County desire to amend this IGA for animal control services to extend the term of the IGA for an additional year, beginning July 1, 2025 and ending on June 30, 2026; and

WHEREAS, in addition to extending the 2022 IGA with Pima County, Pima County and the Town desire to modify the reporting requirements under the IGA along with other administrative changes; and

WHEREAS, it is in the best interest of the Town to approve the Amendment to the IGA between the Town and Pima County in order to continue providing enforcement of leash law ordinances, biting dog ordinances, animal cruelty ordinances and to provide for the impoundment and sheltering of stray animals within the Town's boundaries.

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

SECTION 1. The Amendment to the Intergovernmental Agreement between the Town of Oro Valley and Pima County for animal control services, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby authorized and approved.

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

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

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

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 7th day of May, 2025.

TOWN OF ORO VALLEY

E-SIGNED by Joseph C. Winfield
on 2025-05-09 16:46:19 GMT

Joseph C. Winfield, Mayor

ATTEST:

E-SIGNED by Michael Standish
on 2025-05-09 17:02:20 GMT

Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

E-SIGNED by Tobin Sidles
on 2025-05-09 16:50:02 GMT

Tobin Sidles, Legal Services Director

Date: _____

Town Council Regular Session **1.**

Meeting Date: 06/18/2025

Requested by: Scott Zufelt **Submitted By:** Scott Zufelt, Innovation and Technology

Department: Innovation and Technology

SUBJECT:

RESOLUTION NO. (R)25-31, DISCUSSION AND POSSIBLE ACTION TO APPROVE RIGHT-OF-WAY LICENSE AGREEMENTS FOR FIBER TO THE HOME PROVIDERS FOR WYYERD FIBER AND NOVOS FIBER

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Discussion and recommendation for approval regarding the Town's right-of-way licensing for broadband internet access. Two agreements are presented to the Council for possible action. The same action must be taken for both agreements. Federal law and state law encourage the timely approval of these agreements. Actions that show discrimination or unnecessary delays are prohibited.

BACKGROUND OR DETAILED INFORMATION:

The Arizona State constitution grants the Town control over its streets and rights-of-way. However, the Town must comply with all state and federal laws. The Federal Telecommunications Act of 1996 states that the Town cannot materially inhibit the use of the right-of-way for telecommunication and broadband use. Several Arizona State Statutes (ARS) declare that the Town cannot discriminate between potential broadband service providers. The Town also cannot unreasonably delay the approval of agreements and permits. The law requires that right-of-way license agreement fees must not be revenue-generating and are required to be cost-based. Currently, the proposed fees are in alignment with the year one (1) fees of Marana, Sahuarita, and El Mirage.

The same actions must be taken on all agreements due to the non-discrimination sections of ARS.

The agreement is for five (5) years with three (3), five(5)-year renewals.

FISCAL IMPACT:

Annually, the licencee will provide a report of all their assets in the town's rights-of-way. The Town will then calculate the appropriate fee per linear foot. For the first year, that fee is calculated at $0.89 per linear foot. Annually, there is provision for an increase based on the current year's fee times the product of (CPI-U year 1/CPI-U year 2).

SUGGESTED MOTION:

I MOVE to APPROVE Resolution No. (R)25-31, approving right-of-way agreements for fiber to the home providers for Wyyerd Fiber and Novos Fiber.

Attachments

(R)25-31, Wyyerd & Novos ROW Use Agreement

Exhibit A Wyyerd

RESOLUTION NO. (R)25-31

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING TWO WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENTS BETWEEN THE TOWN, WYYERD FIBER AND NOVOS FIBER; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, pursuant to A.R.S. § 9-276, the Town is authorized to lay out, maintain, control and manage public roads within its jurisdictional boundaries, including Town right-of-way; and

WHEREAS, both Wyyerd Fiber and Novos Fiber desire authorization to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the Town rights-of -way for the purpose of providing fiber-to-the-premise networks and fiber-based services; and

WHEREAS, it is in the best interest of the Town to enter into the Wired Telecommunications License and Right-of-Way Use Agreements with Wyyerd Fiber (attached hereto as Exhibit "A") and Novos Fiber (attached hereto as Exhibit "B") to lay out the terms and conditions under which Wyyerd Fiber and Novos Fiber will be permitted to utilize the Town's right-of-way.

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

SECTION 1. The Wired Telecommunications License and Right-of-Way Use Agreement between the Town and Wyyerd Fiber, attached hereto as Exhibit "A", is hereby approved.

SECTION 2. The Wired Telecommunications License and Right-of-Way Use Agreement between the Town and Novos Fiber, attached hereto as Exhibit "B", is hereby approved.

SECTION 3. The Mayor and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreements.

SECTION 4. The Town Manager, Town Clerk, Town Legal Services Director, and other duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

SECTION 5. All Oro Valley resolutions or motions and parts of resolutions or

motions of the Council in conflict with the provision of this Resolution are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this Resolution, or the Agreements attached hereto as Exhibits "A" and "B", are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 18th day of June, 2025.

TOWN OF ORO VALLEY

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

EXHIBIT “B”

WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

This Wired Telecommunications License and Right-of-Way Use Agreement ("Agreement") is entered into this day of , 2025 by and between the Town of Oro Valley, an Arizona municipal corporation ("Town") and Wyyerd Connect LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, Town owns public street and alley right-of-way and public utility easements within the boundaries of the Town of Oro Valley;

WHEREAS, Licensee has obtained from the Arizona Corporation Commission ("ACC") a Certificate of Convenience and Necessity ("CC&N") in Arizona Corporation Commission matter T-21087A-19-0300, dated June 8, 2021 (the "Certificate");

WHEREAS, Licensee desires the authorization to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the Town rights-of-way for the purpose of providing fiber-to-the-premise networks and fiber-based services, as authorized by the Arizona Corporation Commission, subject to the requirements of this Agreement;

WHEREAS, Licensee is a Competitive Local Exchange Carrier (CLEC) and will primarily install, operate, maintain, and repair fiber-to-the-premise networks and fiber-based services to homes, residences, and government agencies (including municipal facilities, schools, and police and fire departments), including telephony services, internet/broadband services, and end-to-end fiber-based services. While not its primary business focus, Licensee may also provide ancillary fiber-based services to enterprise and wholesale customer segments (non-residential or non-governmental customers);

WHEREAS, Town and Licensee agree that for purposes of this Agreement, Licensee's business and operations are considered Telecommunications Services;

WHEREAS, Town is empowered to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of facilities within the Town's boundaries pursuant to Arizona Revised Statutes (A.R.S.) § 9-276 and by virtue of federal (47 U.S.C. § 253) and state statutes (including A.RS. §§ 9-581, 9-582, and 9-583), by the Town's police powers, its authority over Town's public right-of-way, and its other governmental powers and authority;

WHEREAS, Town desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Licensee a license to install, operate, maintain and repair Fiber Optic Cable within the Town's right-of-way;

WHEREAS, Licensee agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Licensee in the Town right-of-way, and to comply with such other mapping requirements as Town may establish from time to time;

WHEREAS, Licensee will secure the appropriate licenses, encroachments and other permits required by the Town for the placement of its Conduit Systems, Fiber Optic Networks, and related facilities within Town right-of-way;

WHEREAS, Licensee has agreed to comply with public property use requirements that Town has and may establish from time to time.

NOW THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and for other good and valuable consideration, the Town hereby grants to Licensee a telecommunication license and permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

DEFINITIONS

Cable Services shall have the same meaning as defined in Title VI of the Federal Communications Act of 1934, herein incorporated by this reference, and in A.R.S. § 9-581. Cable Services are not a Telecommunications Service.

Conduit means pipes made of varying materials designed to protect buried Fiber Optic Cables.

Conduit System means any combination of Conduits, ducts, inner-ducts, manholes, and hand holes - all joined to form an integrated whole.

Dark Fiber means Fiber Optic Cables that have not been connected to transmission equipment or otherwise part of a Fiber Optic Network. Dark Fiber sales and leasing is not a Telecommunications Service.

Facilities means the plant, equipment, and property used in the provision of communication and Telecommunication Services and not owned by the Town, including poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW.

Fiber Optic Cable means a cable containing bundles of optical fibers used to carry optical signals. Fiber Optic Cables may be part of a Fiber Optic Network.

Fiber Optic Network means a communication system consisting of an optical transmitter used to convert an electrical signal into an optical signal to send into an optical fiber, Fiber Optic Cables routed through conduits and buildings, amplifiers, and an optical receiver to recover the signal as an electrical signal. A Fiber Optic Network contains Fiber Optic Cables and is used for the purpose of Telecommunications Services.

Gross Revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in the telecommunications provider and that is derived from the Telecommunications Services provided in the area of jurisdiction. Gross revenues include all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunications Services, and any other receipts from subscribers derived from operating the telecommunications system to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides. Gross revenues also include all income the Licensee receives from the lease of its facilities located in the public streets, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the licensing authority. Gross revenues do not include revenues from fees, taxes or other fees or charges

that the Licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

Right-of-Way ("ROW") means the roads, streets, highways, and alleys and all other dedicated public rights-of-way and public utility easements of the Town.

Telecommunications means the transmission of information, between or among points specified by a user, of the user's choosing, without change in the form or content of the information as sent and received. Telecommunications does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, or the sale or leasing of Dark Fiber for transmission purposes.

Telecommunications Services means the offering of Telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of Conduit.

AGREEMENT

1. **LICENSE: TERM**

1.1. License: Route. The Town hereby grants to Licensee a non-exclusive, revocable license to use the designated portion of the ROW ("Route") subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all obligations required under this Agreement. Such use of the Route will be for the sole purpose of operating and maintaining a wired network as described in this Agreement. The Route will be occupied by Licensee's Conduit System, Fiber Optic Network, plant, equipment, and property used in the provision of communication and Telecommunication Services, including poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW (collectively, the "Licensee's Facilities") and is as reflected on the map (i.e. use area) in **Exhibit A,** incorporated herein and made a part hereof by this reference. For the avoidance of doubt, under no circumstances shall the Route include any other property other than the ROW. Licensee may request modification or expansion of the Route by submitting all required permits for construction to the Town. Any modifications or expansions to the Route shall be governed by the terms and conditions of this Agreement and must be approved in writing by the Town. Any modifications or expansions shall become part of the Route. Licensee shall not use any portion of the ROW that is abandoned by the Town or removed from the Town's legal boundaries or for any purpose other than that expressly stated this Agreement.

1.2. Term; Effective Date. This Agreement is effective the date the last party signs ("Effective Date") and shall remain in effect for five (5) years from the Effective Date ("Term"), unless sooner terminated. No provision of this Agreement may be construed to grant any automatic extension, renewal, or replacement thereof.

1.2.1. Holdover. If Licensee's Facilities remain in the Route, and Licensee continues to use such Licensee's Facilities beyond the expiration of the Term, the Agreement shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed sixty (60) days beyond the expiration of the Term, and no permits will be issued to Licensee by the Town until a new license agreement has been approved by the Town Council.

1.2.2. Failure by Licensee to have a valid license to use the Route or other ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the Town to Licensee. If, however, Licensee has timely filed its application and is in active negotiations with the Town prior to the expiration of the Agreement, the Town may, in its discretion, grant, extend, or take no action on permits issued to Licensee prior to the expiration of the Agreement.

1.3. Renewal. The parties may extend the Term of this Agreement for up to three (3) additional five (5) year periods upon the mutual written consent of both parties. Such renewal must be agreed to within one-hundred eighty (180) days prior to the termination of the initial Term of the Agreement. Licensee understands that the Town may adopt future code amendments or fee schedules relating to use of the ROW, which may become applicable to this Agreement upon its initial or subsequent renewal. Licensee acknowledges the right of the Town to adopt and implement such lawful code amendments and/or fee schedules.

1.4. Amendments. This Agreement may be amended only in writing and with the written approval of both parties, except as described herein.

1.5. No Real Property Interest. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Route is limited to the license rights created by this Agreement, which creates a revocable (subject to the terms and provisions herein), non-exclusive license in the Route. The Town and Licensee do not by this instrument intend to create a lease, easement or other real property interest. Licensee shall have no real property interest in the Route or any portion of the ROW. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Route. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the Route or Licensee's use thereof.

1.6. "AS-IS" Condition. Licensee is responsible for the study and inspection of the Route to be used pursuant to this Agreement and for determining the fitness for use intended by Licensee. The Town expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Route and the ROW. Licensee accepts the Route and ROW in "AS-IS" condition, without representation or warranty of any kind by the Town, its officers, agents, or employees, and subject to all applicable laws governing the use of the Route for the permitted uses allowed by this Agreement.

1.7. Mapping Requirement. Licensee shall maintain as-built drawings of Licensee's Facilities located within the Route and furnish a copy to the Town using as-builts in pdf and AutoCAD. Upon completion of new or relocation construction of Licensee's Facilities in the Route, Licensee shall create and maintain precise, up-to-date maps of any of Licensee's Facilities and the Route using as-builts in pdf and AutoCAD and will make this information available to the Town.

1.8. Dark Fiber. To the extent Licensee occupies the ROW with empty Conduit and/or Dark Fiber and/or uses the ROW to provide services other than the Telecommunication Services as defined by this Agreement and A.RS. § 9-581, such use or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits, and laws.

1.9. Cable System. If Licensee obtains or seeks federal, state, or local approval to provide Cable Services over Licensee's Facilities within the Town, this Agreement shall remain in effect according to its terms, and Licensee shall continue to pay any fee required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter

provide otherwise. This Agreement does not allow Licensee to provide one-way transmissions by anyone directly to customers or any other type of video programming or other programming or transmission within the Town that may be subject to a cable television license or franchise within the Town's boundaries.

1.9.1. Licensee shall not use Licensee's Facilities to provide Cable Services, cable television, or for open video service without the proper formal authorization by the Town in separate agreements.

1.9.2. Licensee may enter into User Contracts, as defined in Section 3.8, to allow third-parties to use Licensee's Facilities for Cable Services, cable television, or for open video service only if the third-party has previously entered into the proper agreements with the Town that allows the third-party to conduct such activities.

2. **USE OF THE ROW: PERMITS**

2.1. Maintenance of Licensee's Facilities. Licensee shall be solely responsible for all maintenance, repair, and operation of all utilities for Licensee's Facilities under this Agreement. Licensee shall at all times repair and maintain Licensee's Facilities and the Route at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding the best industry practices.

2.2. Liability for Licensee's Work. For purposes of this Agreement, whenever work is done in the ROW or adjacent to the ROW as part of any work Licensee is performing in the ROW, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/ or used by Licensee, that performs services or provides goods relating to this Agreement and that the obligations of this Agreement are imposed on both Licensee and any of Licensee's contractors (and any subcontractors used thereunder), who will be considered Licensee's representatives and for whom Licensee will be responsible.

2.3. Licensee and its employees, agents, contractors, and representatives shall comply with all ROW use requirements, including the following:

2.3.1. Licensee shall ensure that Licensee's Facilities are constructed, installed, operated, repaired, and/or maintained in accordance with the Town Code, Subdivision Street Standards and established practices with respect to the ROW, including obtaining the proper permits prior to commencing any work and following all terms and conditions of such permits.

2.3.2. Licensee's use of the ROW shall be according to plans approved by the Town Engineer, provided that such approval of plans shall not be unreasonably withheld or delayed.

2.3.3. Licensee's Facilities to be constructed, installed, operated, maintained, upgraded, and/or removed shall be located or relocated as to interfere as little as possible with traffic or other authorized uses within the ROW. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, paving, and/or location or relocation of Licensee's Facilities shall be subject to regulation by the Town Engineer.

2.3.4. Provided such guidelines do not conflict with State and Federal law, the Town may issue reasonable policy guidelines to all Telecommunications Services licensees/permittees to establish procedures for determining how to control the issuance of engineering permits to multiple licensees/permittees for the same one-mile segments of the ROW. Licensee agrees to cooperate with the Town in establishing such policies with procedures established by the Town Manager or his/her designee to coordinate the issuance of multiple engineering permits in the same one-mile segments of the ROW.

2.3.5. Licensee and its employees, agents, contractors, and representatives are subject to the Town's exercise of its police, regulatory, and other governmental powers as the Town now has or may later obtain, and a license or other agreement may not waive application of the same. The Town shall have continuing jurisdiction and supervision over any facilities located within or on the ROW Licensee's Facilities. Daily administrative, supervisory, and enforcement responsibilities are hereby delegated and entrusted to the Town Manager or his/her designee to interpret, administer, and enforce the provisions of this Agreement.

2.4. Permits before Construction/Installation. Licensee may not install, construct, locate, or attach any Licensee's Facilities to any property within the Town, including the ROW, until Licensee has applied for and received approval for permits from the Town Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions, and negligence of Licensee's contractors (and any subcontractors used thereunder) who are involved in the design, installation, construction, maintenance, repair, location, relocation, and/or any other activity involving Licensee's Facilities subject to this Agreement. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with all provisions of the Town Code, Subdivision Street Standards including off-site construction regarding streets and sidewalks and other applicable Town and/or Pima County specific regulations. All rights hereunder are granted under the express condition that the Town shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Licensee's use of the ROW as may be deemed best for the public interest, safety, or welfare, to the same extent that such restrictions and limitations are applied to all non-governmental occupants/users of the ROW.

2.5. Homeowner Notification. Thirty (30) days prior to beginning any construction within the ROW, Licensee must notify all property owners adjacent to the ROW. If the neighborhood in which construction will occur is managed by a Homeowner's Associations (HOA) the HOA must be notified as well, and a community meeting must be held by Licensee to discuss the construction at a location approved by the HOA. Notification may be made by mail, or, in the case of residences, hanging a notice on the front door.

2.6. Details/Specifications for Permits. Licensee shall submit all applicable permit applications together with the details, plans, and specifications for Town review and approval, and pay all applicable application, review, and inspection fees, prior to any and all construction work to be performed pursuant to this Agreement.

2.7. Stipulations. Licensee and its contractors shall abide by all stipulations of all licenses and permits issued.

2.8. Permits for Relocation. If Licensee desires to change the location of any portion of Licensee's Facilities from the initial permit application(s), Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

2.9. Criteria for Approval. The Town will approve or deny applications based on the availability of space at the location(s) sought by Licensee, safety, and other considerations in accordance with the Town Code, the Town's practices, applicable ROW construction regulations, and other applicable laws.

2.10. Construction Standards. All of Licensee's Facilities placed in the ROW shall be constructed using industry standard boring and trenching construction methods. Other material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HOPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Licensee and/or its contractors shall install new Conduit and access points (e.g. manholes, pull boxes) using industry standard practices and in full compliance with the Pima Association of Governments ("PAG") Standard Specifications for Public Improvements as amended from time to

time, the Town's supplements to PAG, and the Town's Subdivision Street Standards and any subsequent revisions. Until such time as the Town adopts micro-trenching standards of its own, each application for micro-trenching shall be analyzed by the Town Engineer against recognized "Industry Standards" like those adopted by the City of Peoria Arizona for approval. Upon adoption of specific Town of Oro Valley micro-trenching standards, the Town adopted micro-trenching standards shall supersede any previous standards utilized in the Town's permitting process for micro-trenching. Licensee and/or its contractors may utilize micro trenching to construct and install Licensee's Facilities under this Agreement, but only with the approval of the Town Engineer as part of the Town's permitting process.

2.10.1. Aerial Facilities. In accordance with the above mentioned standards and written approval from the Town, Licensee may place Fiber Optic Cables above ground along the Route where there are existing aerial/aboveground facilities. If such existing aerial/aboveground facilities are subsequently relocated underground, Licensee shall relocate its then-existing aerial/aboveground Fiber Optic Cables underground in those locations and locate any new Fiber Optic Cables underground in those locations.

2.11. Written Approval for Changes. Licensee shall obtain written approval from the Town Engineer or its designee if Licensee desires to change any components of any Licensee's Facilities, which approval shall not be unreasonably withheld, delayed, or denied.

2.12. Work Restrictions/Requirements. Licensee shall comply with and ensure that its contractors comply with the Town of Oro Valley Traffic Control Plan Policy ("TCP Policy"), as amended from time to time, herein incorporated by this reference. All of Licensee's work under this Agreement shall follow the TCP Policy, which includes defined road types, allowable hours of work and holiday/event restrictions, and other work requirements and restrictions. The Town will provide the TCP Policy as requested, or which may be found on the Town's website. Work hours are specified in Town Code Section 10-1-4

2.13. Right to Inspect. The Town shall have the right, but not the obligation, to inspect all construction and/or installation work performed subject to the provisions of this Agreement and to make such tests occur as the Town deems necessary to meet the Town's standards, the TCP Policy, the PAG Standard Specifications for Public Improvements, and any and all applicable Town supplements thereto.

2.14. Common Installations. Licensee shall reasonably coordinate the installation of Licensee's Facilities with other utilities and the Town to accommodate opportunities for common installation. Nothing herein shall require Licensee to incur any material additional expense to accommodate common installations.

2.15. Boring: Street Openings. Although the exact placement and location of Licensee's Facilities shall be determined by the Town through the permitting process, Licensee has expressed its intent and the Town has expressed its desire to have such Licensee's Facilities installed outside of the paved street area whenever such location is feasible and reasonable. If Licensee intends to place Licensee's Facilities by directional boring under such streets when feasible and reasonable, said bore profiles based on vacuum pothole information shall be part of the engineered plans to be submitted to the Town. In the event that a street opening in the pavement cannot be avoided, Licensee agrees to pay a fee in accordance with the Town's Development Services Fee Schedule, as amended from time to time, and the Town Subdivision Street Standards, Section 9.0 Utilities and Pavement Cuts, with special emphasis on Section 9.1.1 Pavement Cut Moratorium, as amended from time to time.

2.16. Dedicated Personnel. Licensee shall provide and identify a representative (project manager) who shall be the contact person for the Town during any construction periods.

2.17. Adjacent Property-Owners. Licensee shall provide written notice to adjacent property-owners, or

other individuals or entities having lawful control of adjoining property, of any activity by Licensee that may interfere with access to such adjoining property during construction activities or other operations, except to the extent that this requirement to maintain access is waived in writing by the adjacent property-owner or other individual or entity having lawful control of such adjoining property. If an emergency requires activity without such written notice, Licensee shall use commercially reasonable efforts to provide timely actual notice to the adjacent property- owner or other individual or entity having lawful control of such adjoining property. Upon request, Licensee shall promptly provide the Town with the documentation of such permission from such affected property owner.

2.18. Opening/Alteration. Whenever Licensee or Licensee's contractors (and any subcontractors used thereunder) shall cause any opening or alteration to be made for any purpose in any public streets or public places, the opening or alteration shall be completed and restored with due diligence and due haste, but not more than seven (7) business days following completion of Licensee's work which necessitated such opening or alteration, weather permitting. Licensee shall upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Licensee or Licensee's contractors (and any subcontractors used thereunder) to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

2.19. Restoration. After any work, installation, repair, maintenance, replacement, or relocation work performed in the Route, Licensee shall restore all disturbed areas of the Route, affected ROW, and any affected surrounding property to the same condition or better than existed immediately prior to the commencement of the installation, repair, maintenance, replacement or relocation work. Such restoration includes repair and/or replacement to the Town's standards, rules, and policies (as amended from time to time) all pavement, sidewalks, curbs, landscaping, or other Town improvements that may be disturbed or damaged by Licensee's activities or work under this Agreement and meets approval by the Town Engineer. Licensee shall provide photo or video diary of pre- and post- conditions to prove compliance with this section.

2.20. Clean: Removal of Debris. Licensee and/or its contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site, the Route, and the ROW in a safe, neat, and clean condition. In addition, the licensee shall adhere to all DEQ requirements under the Town’s issued MS4 stormwater permit.

2.21. Safety. Licensee and its contractors shall be solely and completely responsible for the conditions of any job site, including safety of all individuals (including employees) and property, during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. The safety provisions herein shall conform *to* all applicable federal (including OSHA), state (including ADOSH), and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the stricter requirement shall be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Licensee from compliance with these provisions.

2.22. Traffic Control. Licensee shall comply with the following traffic control requirements:

2.22.1. Licensee's traffic control shall comply with the Town’s Traffic Control Plan Policy, herein incorporated by this reference. Licensee shall follow the guidelines contained in the latest editions of the Manual on Uniform Traffic Control Devices ("MUTCD"), herein incorporated by this reference. Licensee shall additionally comply with any special provisions herein.

2.22.2. At the time of the pre-construction conference, Licensee shall designate an individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that traffic is carried through the work area in an effective manner and that motorists,

pedestrians, bicyclists, and workers are protected from hazards and accidents. At the same time, the Town shall designate a representative who will be responsible for ensuring that all traffic control and traffic control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

2.22.3. Licensee shall have the full responsibility and liability for traffic control for a project. Licensee shall submit a traffic control plan ("Traffic Control Plan") to Engineering for approval not less than five (5) business days prior to beginning work under this Agreement. The Traffic Control Plan shall include all motor vehicles, bicyclists, and pedestrians. Licensee shall not begin construction until the Traffic Control Plan is approved by the Town. An approved Traffic Control Plan shall be maintained onsite during all phases of construction; otherwise, construction will cease until the Traffic Control Plan is approved. During construction it may be necessary to alter traffic control as approved by Engineering. Alterations to traffic control shall be in accordance with the Town's Traffic Control Plan Policy, the latest edition of the MUTCD and/or the most restrictive manual shall apply. Licensee shall pay any and all applicable Temporary Traffic Control fees and costs.

2.22.4. In the event Licensee or Licensee's contractors (and any subcontractors used thereunder) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, Licensee shall have repaired immediately at its expense by an electrical contractor that has had traffic signal experience and who is pre-approved by the Town. Any damage repaired by the Town will be billed to Licensee at cost.

2.22.5. Licensee shall notify all adjacent and/or affected residents and/or businesses in advance of any street, alley, sidewalk, and driveway closures per the Traffic Control Plan Policy so that they can make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area. Closures shall only be granted on a case by case basis by the Town Engineer

2.22.6. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Engineering.

2.23. Arizona 811. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with A.R.S. §§ 40-360.21 through 40-360.32 and participate as a member of Arizona 811 with the necessary records and persons to provide location service of Licensee's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the Town Engineer.

2.24. Compliance with Laws and standards. Licensee shall comply with all applicable laws and standards as amended from time to time including the Town Code, Arizona law, and federal law in the exercise and performance of its rights and obligations under this Agreement. If it is necessary for Licensee to comply with any law or regulation of the Federal Communications Commission ("FCC") or the ACC to engage in the business activities anticipated by this Agreement, Licensee shall comply with such laws or regulations. Provided, however, no such law or regulation of the FCC or ACC shall enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3. NON-EXCLUSIVITY: THIRD-PARTY CONTRACTS

3.1. Non-Exclusive. This Agreement and license are non-exclusive and nothing herein shall prevent the Town from granting like or similar privileges to any other individual or entity.

3.2. Town's Control of ROW. Any and all rights granted to Licensee shall be subject to the prior and continuing right of the Town to use and manage the ROW exclusively or concurrently with any individuals and/or entities and to manage the Town's own conduit, fiber optic cables, or facilities. The

Town shall have full authority to regulate, on a non-discriminatory basis, use of the Route and the ROW and to resolve competing demands and preferences regarding use of the Route and the ROW and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, the Town may take any or all of the following into account in regulating use of the Route and the ROW:

3.2.1. All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities, as defined in Section 3.6;

3.2.2. All other factors the Town may consider relevant, whether or not mentioned in this Agreement; and/or

3.2.3. Differing regulatory regimes and/or laws applicable to claimed rights, public benefits, community needs, and all other factors relating to Competing Activities, as defined in Section 3.6.

3.3. Accommodate Town's Activities. Nothing in this Agreement shall be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Licensee, at no expense to the Town, to remove, relocate, or abandon in place Licensee's Facilities in order to accommodate the activities of the Town. The Town shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of Licensee's Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of Town facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

3.4. Town's Authority. There is hereby reserved to the Town every right, authority and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance or law, and Licensee by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the Town in its exercise of such rights, authority or power, heretofore or hereinafter enacted or established. Neither the granting of any agreement or license nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right, authority or power of the Town.

3.5. Interference with Communications Operations. Licensee shall not install, operate, or allow the use of any equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the Town's existing or future fire, emergency, or other communications equipment, methodology, or technology. Licensee shall be responsible to ensure compliance with this requirement by all persons using the Route through or under Licensee. If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to fully and permanently cease such interference or alter the Route

3.6. Competing Activities. Licensee accepts the risk that there may exist, now or in the future, all manner of work and improvements upon the ROW ("Competing Activities"). Competing Activities include construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, or realigning, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances,
(v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the

ROW that the Town may permit from time to time.

3.7. Subordinate Rights. Any right or privilege claimed pursuant to this Agreement by Licensee for any use of the ROW shall be subordinate to: (i) any prior or subsequent lawful occupancy or use thereof by the Town or any other governmental entity; (ii) any prior lawful occupancy or use thereof by any other individual or entity; and (iii) any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with the property rights established independent of this Agreement. Licensee shall not obstruct, impede, disrupt, or interfere with or prevent any Competing Activities or any person or entity that has prior or subsequent rights to use the Route and/or ROW.

3.8. Third-Party Contracts. Licensee may enter into contracts with third-parties ("ROW Users") in the ordinary course of Licensee's business for use of Licensee's Facilities within the Route, subject to this Agreement. Such contracts ("User Contracts") are subject *to* all terms and conditions of this Agreement, including the following:

3.8.1. No ROW User shall transmit data over Licensee's Fiber Optic Network, use Licensee's Facilities, or use the Route for any purpose, except under a User Contract with Licensee;

3.8.2. ROW Users shall not perform any construction, maintenance, repair, or any other work in the ROW, unless a ROW User has a separate agreement with the Town to do so; and

3.8.3. Identities of ROW Users shall be disclosed to the Town, upon reasonable request.

3.9. Disruption by Others. The Town and its officials, agents, employees, or contractors shall not be liable to Licensee or its customers, the ROW Users, or other contractors for any service disruption or for any other harm caused to them or the Route due to Competing Activities.

3.10. Compliance with Agreement. Licensee shall cause all persons and/or entities using the ROW through or under Licensee or this Agreement to comply with all terms and conditions of this Agreement. Licensee is responsible for any and all violations of this Agreement by persons and/or entities using the ROW through or under Licensee or this Agreement.

4. **FEES**

4.1. Town's Right of Fair and Reasonable Compensation. By entering into this Agreement, neither party waives any current or future rights reserved under the law or the Telecommunications Act of 1996, including those rights pursuant to Section 253(c) that reserve the Town's right to manage the ROW and to require fair, non-discriminatory and reasonable compensation from Licensee for use of the ROW.

4.2. Licensee's Payments. Licensee shall pay to the Town each of the following separate and cumulative amounts (collectively, the "Licensee Payment"):

4.2.1. An amount (the "Annual Fee Payment") based on Licensee's use of the Route to provide interstate telecommunications services as such services are defined by A.R.S. § 9-583(C)(2), for any leasing/licensing of fiber to third-parties, the placement or leasing/licensing of empty conduit, the placement or leasing/licensing of any dark fiber, and/or as otherwise described in section 4.3.

4.2.2. An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.

4.2.3. An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this Agreement as set out below.

4.2.4. An amount (the "Transaction Privilege Tax") based on any qualifying services under the Town's Tax Code.

4.2.5. All other amounts required by this Agreement.

4.3. Annual Fee Payment Amount. The amount of the Annual Fee Payment shall be ninety-one cents ($0.91) per linear foot of permitted or installed trench in the ROW.

4.3.1. Within ten (10) days after the Effective Date, and on each annual anniversary of the Effective Date, Licensee will report to the Town the amount of linear feet of trench permitted or installed in the ROW or on other Town-owned property. The Annual Fee Payment for the coming year is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.6 for the year of payment, by the linear footage of trench permitted or installed in the ROW or on other Town-owned property. The Town must receive the Annual Fee Payment before the Town will issue any new encroachment permits for additional facilities or equipment in the ROW or other Town-owned property.

4.3.2. The Annual Fee Payment shall be adjusted annually as set forth in this Section. Commencing on the first anniversary of the Commencement Date (being the start of Year 2), and during the Term on each anniversary thereafter, the adjusted fee payment amount shall be the Annual Fee Payment established for the immediately preceding Year as increased by the percentage increase, if any, in the CPI-U (as defined below) from the Base Year 1st Half (as defined below) to the Current Year 1st Half (as defined below). The "CPI-U" means the Consumer Price Index, All Items, for All Urban Consumer, Phoenix Area, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau"). The period from January to June immediately preceding the then-current anniversary of the Commencement Date shall be the "Current Year 1st Half," and the period from January to June for the year before that shall be "Base Year 1st Half." (For example, if the Commencement Date were September 1, 2019 and the increase in the Annual Fee Payment were being calculated for the Year beginning September 1, 2020, then the increase would be the increase in the CPI-U from 1st Half 2019 to 1st Half 2020). In no event may the adjusted fee be less than the Annual Fee Payment for the prior year. If the Bureau ceases publishing the Consumer Price Index, or materially changes the method of its computation or other features thereof, the Town shall substitute therefore a comparable index that is reasonably acceptable to both parties and is based upon changes in the cost of living or purchasing power of the consumer dollar published by any governmental agency, responsible financial periodical, trade association, or educational institution. For example, which shall be used only as an example:

Linear Foot Fee

	1st Half		**Year 1**		**Year 2 Adjusted**	%
YEAR	**CPI-U**		**Fee**		**Fee**	**Of change**
Year 1 / Year 2	145.122 / 141.214	***X***	0.89	=	0.91	2.8%

4.3.3. In the event Licensee cancels or returns a permit and does not construct or install the Licensee's Facilities approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual Fee Payment or may be refunded to Licensee by the Town.

4.3.4. Notwithstanding the above, Licensor and Licensee agree that the Annual Fee Payment shall not be greater than an amount equal to five percent (5%) of Licensee's Gross Revenues

during each computation period for the Annual Fee Payment; however, such 5% annual cap shall only apply once Licensee has paying customers in the Route which are deemed Gross Revenues. Until Licensee has such paying customers that would be deemed Gross Revenues under this Agreement, Licensee will be subject to the Annual Fee Payment in full with no cap. If at any time Licensee no longer has paying customers or otherwise does not receive any Gross Revenues subject to the 5% cap, the Annual Fee Payment shall resume with no cap until such a time that Licensee again has applicable paying customers. The Town shall have the right, at any time, to require written documentation to show that Licensee obtains paying customers; Licensee shall promptly comply with providing such documentation.

4.4. Appropriate Taxes. Licensee shall pay any applicable Town, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to this Section.

4.5. Permit Fee Payment Amount. Licensee shall pay all applicable construction permit fees, including charges for encroachment permit applications, issuance, inspection, testing, plan review, and any other fees adopted by the Town and applicable to persons doing work or encroaching in the ROW.

4.6. Adjustments. All fixed dollar amounts stated in this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), Phoenix Area, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index"). The amount of each adjusted amount shall be calculated as described in Section 4.3.2. This computation is expressed by the following formula:

$$\frac{\text{Current Year 1st Half}}{\text{Year 1st Half}} \times \text{Current Amount} = \text{Adjusted Fee Base}$$

provided, that in no event shall any amount be adjusted downward from any previous period. If the Cost of Living Index has not been published on any adjustment date, the Town shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by the Town in the Town's reasonable discretion. Any delayed adjustment shall be effective retroactively. For example, which shall be used only as an example:

Fee for Failure to property restore public ROW

YEAR	1st Half CPI-U	Year 1 Fee		Year 2 Adjusted Fee	% of change
Year 1 / Year 2	145.122 / 141.214 X	600.00	=	616.60	2.8%

4.7. Licensee Payments Cumulative. All items of Licensee Payments shall be cumulative and separate from each other.

4.8. Licensee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Licensee Payments on the following schedule:

4.8.1. Licensee shall pay Annual Fee Payment by the anniversary date of each year of this Agreement.

4.8.2. Licensee shall pay Permit Fee Payment at the times and in the amounts specified by the Town's normal processes for permitting, including construction permits, encroachments, issuances, inspections, testing, plan review, and other processes applicable to persons doing work or encroaching in the ROW.

4.8.3. All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

4.9. Fee Payment Amount Report. Each installment of Licensee Payment, other than Permit Fee Payment, shall include a report showing the manner in which each component of the Licensee Payment was calculated. The report shall summarize the transactions giving rise to the License Payment.

4.10. Damage Fees. Licensee shall pay all reasonable costs associated with any damage caused by Licensee or its subcontractors, employees, or agents to the ROW or other public property.

4.11. Violation Fee Payment. During the Term of this Agreement, the Town may suffer certain money damages in the form of administrative cost and inconvenience, disharmony among Competing Activities, and general inconvenience in ROW use by the Town, Competing Activities, and the public as a result of an uncured violation of this Agreement by Licensee ("Inconvenience Costs"). Assessing the actual damages for these Inconvenience Costs may be impracticable to determine. In lieu of paying the actual damages for these Inconvenience Costs, the Town may assess Violation Fee Payments against Licensee to *cover* the damages that caused the Inconvenience Costs and is as described in Section 4.11.1. The Violation Fee Payments will be assessed with the processes described in Section 4.11.2. The Violation Fee Payments are only intended to remedy the Inconvenience Costs that the Town suffers. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement, limit in any way the Town's obtaining any other legal or equitable remedy provided by this Agreement or otherwise for such breach or relieve or detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms. If the Town determines to exercise any other legal or equitable remedy provided by this Agreement or otherwise, Town may not, in addition to such remedy, assess a Violation Fee Payment. Except for any failure to properly restore the public ROW under 4.11.1.1, or other violation of this Agreement by Licensee that in the Town's sole determination may impact the health, safety, or welfare of the public, Town shall use reasonable efforts to notify Licensee of any violation of this Agreement and permit Licensee an opportunity to cure such violation in accordance with the applicable cure period in this Agreement or as otherwise agreed by Town.

4.11.1. The Violation Fee Payments per calendar day or part thereof are as follows:

4.11.1.1. The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after the Town's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

4.11.1.2. Following a ten (10) day notice to cure, the amount of Two Hundred Fifty Dollars ($250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.

4.11.1.3. The amount of Five Thousand Dollars ($5,000.00) for any unauthorized partial or total

assignment of this Agreement.

4.11.1.4. The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the Licensee in violation of this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

4.11.2. Process for assess a Violation Fee Payment:

4.11.2.1. If the Town determines that Licensee is liable for Violation Fee Payment, then the Town shall issue to Licensee a notice of the Town's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment.

4.11.2.2. Licensee shall have ten (10) calendar days after receipt of the notice to pay the Violation Fee Payment or provide the Town written objection contesting the assertion of noncompliance.

4.11.2.3. If Licensee fails *to* respond to the notice, Licensee shall pay the Violation Fee Payment.

4.11.3. Except as may be expressly stated in this Section 4, no cure period applies to the accrual of Violation Fee Payment.

4.11.4. Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment

4.12. Deadlines for Annual Fees. For any annual payment(s) owed, Licensee shall make such payment(s) to the Town within ten (10) business days of the Effective Date and by the anniversary of the Effective Date for the duration of the Term.

4.13. Late Fees. Licensee agrees that if it fails to pay any amounts owed to the Town by the time prescribed for payment, Licensee shall pay interest on the amounts owed at the rate of one percent (1%) per month.

4.14. Requirement of Insurance and Assurances. Prior to any work being performed in the ROW, for each ROW permit Licensee shall secure all necessary Assurances as detailed in the attached Exhibit B, subject to the sole approval of the Town Engineer, and provide the Town with all insurance requirements prior to the commencement of any work, including all certificates of insurance required by this Agreement.

4.15. In Kind. This Agreement does not currently require any in-kind payment to Town by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee to the extent permitted by law. This subsection imposes no obligation on the Town to agree to offset any fees in this Agreement or in any future agreement.

4.16. Audits. The Town shall have the right to audit or otherwise inspect any and all customer contracts, subleases, sublicenses, or otherwise subcontracts, including without limitation, all ROW User agreements with Licensee, to the extent reasonably necessary to confirm compliance with this Agreement, including proper payment of all fees under this Section 4. The Town may conduct such audits as often as reasonably necessary to justify the necessary payments, but no less than one (1) time per annual term, beginning on the Effective Date.

5. **RELOCATION**

5.1. Licensee shall relocate, at no expense to the Town, any of Licensee's Facilities, or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary

to facilitate any public purpose or any Town or other governmental project whenever directed to do so by Town. Such relocations shall be accomplished in accordance with the directions from Town and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the Town, Licensee shall remove the designated portions of Licensee's Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove Licensee's Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the Town.

5.2. Licensee agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating, or reconstructing any portion of Licensee's Facilities on public property or ROW. Notwithstanding the foregoing, the Town understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of Licensee's Facilities. Licensee will maintain any annual permits required by the Town for such maintenance and emergency repairs. Licensee will notify the Town before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

5.3. If the Town performs any part of the necessary relocation or removal work that has not been done within the time required by the Town, it shall be entitled to seek payment for such actual relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 4.16 or the performance bond pursuant to Section 4.15.

5.4. The Town has no obligation to relocate or otherwise move Licensee's Facilities, any Town-owned facilities, Conduit, or Fiber Optic Cables, ROW Users' Facilities, or any other Facilities of persons or entities lawfully using the ROW. The Town shall require that third parties be responsible for relocation work of Licensee's prior existing Licensee Facilities in the ROW not necessitated by the Town.

5.5. Any relocation work performed by Licensee or its contractors shall be subject to and comply with this Agreement.

6. **DAMAGE TO PUBLIC PROPERTY**

6.1. In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Licensee's Facilities is required or permitted hereunder, and such installation, removal, or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, Licensee, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the Town Engineer. If Licensee does not repair the damage or disturbance as just described, then Town shall have the option, upon ten (10) business days' prior written notice *to* Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual costs incurred by the Town at Town's standard rates.

6.2. Notwithstanding the notice provision above, in the event of a public emergency, the Town shall have the right to immediately perform, without prior written notice to Licensee, such reasonable and necessary work on behalf of Licensee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the Town Engineer. The Town shall provide written notice to Licensee of the repairs as soon as practicable after the work has begun. Licensee agrees that any damage to Town fiber,

conduit, or other property must be replaced or repaired and restored with new or like-new materials. If the Town performs any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from Licensee and may draw upon the performance bond and/or letter or credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 6.3 below.

6.3. Upon the receipt of a demand for payment by the Town, Licensee shall, within thirty (30) days, reimburse the Town for such costs.

6.4. For any pavement cuts by Licensee, Licensee agrees to restore the pavement as specified in section 9.0 of the Town's Subdivision Street Standards.

7. PENALTIES FOR VIOLATION OF TERMS

7.1. The Town's Remedies. The Town may pursue any remedy at law, including injunctive relief, civil trespass, and withholding other Town permits and authorizations until Licensee complies with the terms of this Agreement or any applicable law. Such Town remedies are cumulative and may be pursued in the alternative. The Town's remedies set forth in this Agreement are not exclusive. Except as otherwise set forth in this Agreement, election of one remedy by the Town, including assessment of Violation Fee Payments, does not preclude the use of other remedies.

7.2. Licensee's Remedies. Licensee sole remedy for any breach or threatened breach of this Agreement by the Town shall be an action for equitable, injunctive or declarative relief or voluntary termination of this Agreement pursuant to Section 8.6 below.

8. TERMINATION

8.1. The Town Manager has the authority to terminate, subject to Licensee's right to notice and cure where provided, this Agreement.

8.2. Immediate Termination. The Town may terminate this Agreement upon thirty (30) days' notice and Licensee's failure to remedy any of the following to the reasonable satisfaction of the Town:

8.2.1. Licensee ceases doing business in the Town;

8.2.2. If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency");

8.2.3. Licensee fails to keep the Certificate in effect following any right of appeal or due process of the ACC;

8.2.4. Licensee fails to maintain any insurance required by this Agreement;

8.3. Cure of Defect; Termination. The following instances are defects in performance by Licensee shall be deemed instances of "Default" by Licensee:

8.3.1. Licensee fails to comply with the material terms and conditions of this Agreement or applicable law, including failing to maintain any insurance, security fund, or performance bond;

8.3.2. Licensee fails to make payments to the Town in the amounts and at the times specified in this Agreement;

8.3.3. Licensee fails to comply with the TCP Policy and any other construction, design, or other related requirement under this Agreement;

8.3.4. Licensee fails to construct in the designated, approved path of the Route;

8.3.5. Licensee fails to provide the current, accurate as-built plans and maps showing the Route, including all of Licensee's Facilities in the Route; and

8.3.6. Licensee fails to obtain or maintain the required licenses, permits, or other approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.

8.4. Curing Default. The Town may terminate this Agreement if Licensee does not cure the defect in performance, as listed as Section 8.3 as instances of Default, within sixty (60) days (or such longer period of time as the Town determines is reasonably necessary to cure) following the Town's written notice of Licensee's defective performance. Upon the occurrence of Default or at any time thereafter, the Town may do any of the following:

8.4.1. Pay or perform for Licensee's account, in Licensee's name, and at Licensee's expense, any and all payments or performances required to be paid or performed by Licensee;

8.4.2. Require an additional security deposit adequate in the Town's sole discretion to protect the Town and the ROW in light of Licensee's history of performance under this Agreement;

8.4.3. Abate at Licensee's expense any violation of this Agreement; and/or

8.4.4. Be excused without any liability to Licensee from further performance of any and all obligations under this Agreement.

8.5. No Need to Cure. The Town is not required to provide Licensee with a cure period prior to termination if the Town finds the defect in performance is due to intentional misconduct, a violation of law, or is part of a pattern of repeated and persistent violations where Licensee has already had notice and an opportunity to cure.

8.6. Licensee's Termination. Licensee may terminate this Agreement by providing the Town with ninety (90) days' written notice and only upon making arrangements satisfactory with the Town Engineer to *remove* all Licensee's above ground Licensee's Facilities from public property and the ROW, unless the Town Engineer agrees in writing to allow Licensee to abandon part or all of Licensee's Facilities in place. If the Town Engineer agrees to allow Licensee to abandon Licensee's Facilities in place, the ownership of such Licensee's Facilities, including everything permitted by Town to be abandoned in place, shall transfer to Town and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

8.7. Restoring the Route. Upon termination or revocation of this Agreement, Licensee shall cease using the Route. Licensee shall return the Route and any affected portions of the ROW or surrounding property affected by Licensee's Facilities and/or work to the same condition or better condition prior to the commencement of this Agreement, reasonable wear and tear excepted. Licensee shall *remove* all of Licensee's Facilities if requested by the Town upon termination of this Agreement and/or revocation of the license granted herein, including all *above* ground and subsurface portions of Licensee's Facilities.

9. **GOVERNING LAW**

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this

Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of Pima County, Arizona.

10. COMPLIANCE WITH LAWS

10.1. Compliance with A.R.S. § 38-511. Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement within three (3) years after execution of the Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee of or a consultant to Licensee with respect to the subject matter of this Agreement. The cancellation shall be effective when Licensee receives written notice of the cancellation unless the notice specifies a later time.

10.2. Compliance with A.R.S. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. Licensee hereby agrees to indemnify and hold harmless the Town, its agents and employees from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such an action.

10.3. Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.RS.§ 23-214(A). Licensee acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

10.4. Compliance with All Other Laws. The Parties shall comply with all federal, state and local laws, codes, rules and regulations.

11. INDEMNIFICATION

11.1. Licensee acknowledges that it has liability for any and all of Licensee's Facilities installed in the public ROW and in the Route, its use and/or occupation of the ROW and the Route, for any work that is done in or adjacent to the ROW and/or the Route, for any loss or liability incurred by reason of any Toxic Substance (as defined in section 19) on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s) and for its exercise of its rights under this Agreement directly or through its contractor(s), except for the intentional or solely negligent acts on the part of the Town or its agents. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the Town, and its officials, boards, commissions, agents, contractors, subcontractors, or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs reasonable attorney's fees incurred through all appeals ("Claims") arising out of or alleged to have resulted from or materially related to: (i) the acts, errors, mistakes, or omissions of Licensee, its employees, representatives, or any tier of contractors and/or subcontractors or any other person for whose acts, errors, mistakes, and/or omissions Licensee may be legally liable; (ii) for any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s); and/or (iii) the Town entering into this Agreement, or the acts or omissions of the Town or its officials, boards, commissions, agents, contractors, subcontractors, or employees acting pursuant to or in furtherance of this Agreement. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agents, employees or representatives

to fulfill Licensee's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the Town or brings a claim against the Town based on vicarious liability or non-delegable duty.

11.1.1. In the event that a notice of claim is served on the Town or litigation is commenced against the Town for which Licensee has a duty to indemnify and defend the Town pursuant to this Agreement, the Town must tender the defense of the litigation to Licensee. Licensee shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Licensee (and, where such terms directly obligate or affect the Town, acceptable to the Town). Town may retain counsel to assist in the defense, at Town's sole cost and expense. Licensee must consult with the Town while conducting its defense of the Town and must keep the Town Attorney's Office informed of the status and progress of all litigation involving the Town that has been tendered to Licensee or its insurance carrier.

11.1.2. The parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the Town and provide copies of all accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, contractors, and/or others.

11.2. Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.

11.3. It is the purpose of this Section to provide maximum indemnification to the Town under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the Town by Licensee against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose either from Town's sole negligence or intentional acts or that the Town was comparatively at fault for the damages. Only in this event may Licensee then commence an action against the Town for damages related to that portion judicially determined to be Town's fault.

11.4. The provisions of this Section shall not be dependent or conditioned upon the validity of this Agreement but shall be and remain a binding right and obligation of the Town and Licensee, even if part or all of this Agreement is declared null and void in a legal or administrative proceeding. It is the intent of Licensee and the Town upon the effective date of this Agreement that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the Town and their respective successors and assigns, if any.

11.5. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

11.6. As a condition to Town's executing this Agreement, Licensee specifically agrees that *to* the extent any provision of this Section is not fully enforceable against Licensee for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12. **INSURANCE**

12.1. Limits of Insurance. Licensee shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission

or negligence of Licensee or its officers, agents, representatives, or employees during all times that this Agreement is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.

12.2. General Requirements. Licensee's insurance of the types and amounts required in this Section shall be from companies possessing a current AM. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.

12.2.1. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the Town, constitute a material breach of this Agreement and may result in termination of this Agreement.

12.2.2. The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this Agreement, shall include the Town, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self- insured retention and/or insurance coverage carried by the Town or its employees shall not contribute to the coverages provided by Licensee. This provision and the inclusion of the Town as an additional insured shall not be construed as giving rise to responsibility or liability of the Town for applicable deductible amounts under such policy(ies).

12.2.3. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against the Town, its representatives, officers, directors, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or service.

12.2.4. The insurance policies may provide coverage, which contain deductibles or self- insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention.

12.2.5. Upon receipt of notice from its insurer(s), Licensee shall use commercially reasonable efforts to provide the Town with thirty (30) days' prior written notice of cancelation of any policy required herein.

12.2.6. Upon request, Licensee shall furnish separate certificates and additional insured endorsements for each of Licensee's contractors (and any subcontractors used thereunder). All coverages for Licensee's contractors (and any subcontractors used thereunder) shall be subject to the same limits as required for Licensee.

12.2.7. The Town reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this Agreement.

12.3. Proof of Insurance - Certificates of Insurance.

12.3.1. Upon execution of this Agreement, Licensee shall furnish to the Town Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the Town approval of such Certificates. Such Certificate(s) shall include the blanket additional insured endorsement including the Town as an Additional Insured pursuant to Section 12.2.2.

12.3.2. If a policy expires during the term of this Agreement, a renewal certificate must be sent to the

Town five (5) business days prior to the expiration date.

12.3.3. All Certificates of Insurance shall identify the policies in effect on behalf of Licensee, their policy period(s), and limits of liability required herein. Coverage shown on the Certificate of Insurance must coincide with the requirements in this Agreement. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to:

Town of Oro Valley Attn: Town Clerk
11000 N. La Canada Dr.
Oro Valley, AZ 85737

12.3.4. The Town reserves the right to review, within at least ten (10) business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in Pima County, Arizona. The Town shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of the Town's right to insist on, strict fulfillment of Licensee's obligations under this Agreement.

12.4. Required Coverage. Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by Licensee or by anyone directly employed by Licensee. Coverage under the policy will be at least as broad as ISO forms or equivalent thereof, including: severability of interest and waiver of subrogation clauses; claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees; claims for damages insured by usual personal and advertising injury liability coverage; claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and claims involving contractual liability applicable to Licensee's obligations under the indemnification Section herein.

12.5. Commercial General Liability - Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written in the amount of $2,000,000 limits per occurrence and $6,000,000 general aggregate in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the ISO Additional Insured form and shall include coverage for Licensee's completed operations and products.

12.6. Worker's Compensation and Employer's Liability. Licensee shall maintain Worker's Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with a limit of $1 million for each accident, $1 million disease coverage for each employee, and $1 million disease policy limit.

12.7. Automobile Liability. If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of $1 million each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of Licensee's work. Any combination between automobile liability and excess/umbrella liability amounting to a minimum of $5 million per occurrence in coverage will be acceptable. Coverage shall be at least as broad as ISO policy form or equivalent.

12.8. The Town reserves the right to require additional insurance coverages and/or increase any minimum coverages herein at any time with written notice to Licensee.

13. **LIMITATION OF LIABILITY**

13.1. The Town and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Network or the provision of services, or for any damages arising out of or materially related to Licensee's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the Town its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

13.2. Licensee also agrees that it shall have no recourse whatsoever against the Town or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the Town because of the enforcement of this Agreement.

13.3. Licensee shall assume the risk of, and hereby relinquishes any claim against the Town in connection with any final, non-appealable determination by a court of competent jurisdiction that the Town lacked the current statutory authority under Arizona law to issue this Agreement.

14. **WARRANTY**

14.1. The issuance of a license, permit or other authorization by the Town is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

14.2. LICENSEE ACKNOWLEDGES AND AGREES THAT TOWN DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR **IN** CONNECTION WITH THE USE OF ANY THE ROW SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

15. SURVIVAL OF LIABILITY

All obligations of Licensee and the Town hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement.

16. **PUBLIC EMERGENCY**

16.1. The Town shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Licensee's Facilities of without any prior notice to Licensee, if the action is deemed reasonably necessary by either the Town Manager, Fire Chief, Police Chief, Town Engineer, Public Works Director, or their designees. In such event, neither the Town nor any agent, contractor or employee of the Town shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), or Licensee's customers for any harm so caused to them or Licensee's Facilities. To the extent possible under the circumstances, Town wil consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. Town shall inform Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of Licensee's Facilities damaged pursuant to any such action taken by Town related to the public emergency.

16.2. If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the Town, to other Town improvements or activities within or outside of the Route, or to Town's ability to safely and conveniently operate the ROW or perform Town's utility, public safety, and/or other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with the Town's request to secure the route area, and otherwise cooperate with the

Town at no expense to the Town to remove any such hazard or impediment.

16.3. In the event of a public emergency, neither the Town nor any agent, contractor or employee of the Town shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), Licensee's customers, or other third parties for any harm so caused to them by the reasonable actions of the Town or its agents, contractors or employees in reasonably responding to such public emergency. Where possible, the Town will consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or Licensee's Facilities involved.

17. NOTICE

17.1. All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, addressed as follows:

THE TOWN	LICENSEE
Town of Oro Valley Attn: Town Clerk 11000 N. La Canada Dr. Oro Valley, AZ 85737	Wyyerd Connect LLC Attn: Chief Legal Officer 1601 29TH St., Ste. 1292 PMB 1042 Boulder, CO 80301 Phone: (303) 725-8815 Email: scott.beer@wyyerd.com_
With copy to: Town of Oro Valley Attn: Legal Dept. 11000 N. La Canada Dr. Oro Valley, AZ 85737	With copy to: Wyyerd Connect LLC Attn: Chief Financial Officer 1601 29th St., Ste. 1292 PMS 1042 Boulder, CO 80301 Phone: (303) 725-8815 Email: tim.gentry@wyyerd.com

Notices shall be deemed sufficiently given and served upon the other party the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.

17.2. Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above. Licensee shall notify the Town within ten (10) business days of any change in mailing address.

18. TRANSFERABILITY OF LICENSE

18.1. This Agreement is personal to Licensee and therefore the rights, privileges and license granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Licensee, either by act of Licensee or operation of law, without the express written consent of the Town, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Licensee shall seek the consent of the Town to the proposed transfer. Approval by the Town to a transfer does not constitute a waiver or release of any of the rights of the Town under the Town Code or this Agreement, whether arising before or after the date of transfer.

18.2. The assignee or transferee as approved by the Town shall be equally subject *to* all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.

18.3. Nothing in this Section shall be deemed to prohibit a pledge or, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the Agreement without submitting the change to the Town for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the Agreement. No later than three (3) years after assumption of control by the lender, the lender shall apply to the Town for the right to continue assumption of control or *to* transfer the Agreement. Application by the lender for approval of such assumption of control or transfer shall be subject to all provisions set forth herein on consent by the Town Council and approval shall not be unreasonably denied or delayed. A "lender" as discussed herein does not include a Licensee, person or corporation or other entity that operates cable television systems or telecommunications systems as a principal or important business. This Section is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the Agreement without Town Council review and approval.

18.4. Any transfer without Town's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this Agreement. The Town may, in its sole discretion and in addition to all other lawful remedies available to the Town under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of Town under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive the Town's consent. Notwithstanding, the above, transfer or assignment to Provider's financially viable parent, subsidiary, successor, or affiliate under common control, shall not require consent and shall be effective upon written notice to the Town.

19. **HAZARDOUS SUBSTANCES**

19.1. Licensee's and its contractors' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response

Compensation and Liability Act 42 U.S.C. §§ 9601, et. seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

19.1.1. Licensee and/or its contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

19.1.1.1. Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery; or

19.1.1.2. Electric backup batteries.

19.1.2. Licensee and/or its contractors shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by the Town.

19.1.3. Licensee and/or its contractors shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

19.1.4. Licensee and/or its contractors shall immediately notify the Town of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee's contractors (and any subcontractors used thereunder) and/or any other persons using the ROW under this Agreement did not do any of the following:

19.1.4.1. Participate in the Toxic Substance coming to the ROW;

19.1.4.2. Fail to immediately report the Toxic Substance to the Town;

19.1.4.3. Knowingly participate in spreading or otherwise disturbing the Toxic Substance; or

19.1.4.4. Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

19.1.5. Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

19.1.6. Within twenty-four (24) hours after any violation by Licensee and/or by its contractors of this Agreement pertaining to Toxic Substances, Licensee shall give the Town notice reporting such violation.

19.1.7. Licensee shall be available to staff employees of any Town department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of Licensee's Facilities. The Town may contact by telephone the network control center operator at the following phone number 866-236-2824 regarding such problems or complaints, and may use that number in order to reach Licensee at any time for any emergency matter. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Licensee will immediately notify the Town if there is a change in the telephone number listed in this Section.

20. **MISCELLANEOUS**

20.1. Complete Agreement. This Agreement, including all Exhibits which are attached, are hereby incorporated into this Agreement and all of which constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

20.2. Validity. Licensee shall acknowledge that as a condition of acceptance of this Agreement, Licensee was required to be represented throughout the negotiations of the Agreement by its own attorneys and Licensee had the opportunity *to* consult with its own attorneys about its rights and obligations regarding this Agreement. Licensee has reviewed Town's authority to execute and enforce this Agreement and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of the Town to execute this Agreement

and to enforce the terms herein.

20.3. Partial Invalidity. If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable, or preempted. Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the Town did not have the authority to issue a license to Licensee under A.R.S. § 9-581 to § 9-583, as amended or succeeded, then this Agreement shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this Agreement except for conditions relating to the term of the Agreement and the right of termination. If this Agreement shall be considered a revocable permit as provided herein, Licensee acknowledges the authority of the Town Council to issue a revocable permit and the power to revoke as provided therein.

20.4. Time of Essence. Time is of the essence in each and every provision of this Agreement.

20.5. Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement and the parties may agree in writing to amend this Agreement to address such invalid or unenforceable provisions; however, if the parties disagree as to the validity or enforceability of such provisions, the Agreement will not be affected to the extent of such disagreement until a court of competent jurisdiction determines otherwise or the parties later agree in writing. In the event either party seeks such judicial declaration or interpretation of any provision herein, neither party will be liable for the other party's attorney's fees, regardless of which party is deemed the successful party.

20.6. Headings. The headings contained herein are for convenience only and not intended to define or limit the scope of any provision of this Agreement.

20.7. No Partnership. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other under this Agreement.

20.8. No third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. The Town shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise because of the existence of this Agreement.

20.9. Public Records. Notwithstanding any provisions of this Agreement regarding proprietary information, Licensee acknowledges that all documents provided to the Town may be subject to disclosure by laws related to Arizona public records law. Consequently, Licensee understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the Town receives a request for disclosure that is reasonably calculated to incorporate information that might be proprietary by Licensee, the Town agrees to provide Licensee with notice of that request. Licensee may, at its discretion file an injunction in a court of competent jurisdiction to prevent disclosure of information it objects to the disclosure of.

20.10. Force Majeure. With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other

sanction upon Licensee, such violation or non-compliance shall be excused where such violation or non- compliance is the result of acts of God; war; terrorist attack; civil disturbance, strike or other labor unrest; plague; pandemics; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or other public health crisis, including without limitation, quarantine or other employee restrictions; or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

20.10.1. Government Directives. Any delay or nonperformance of any provision of or obligation under this Agreement caused by a federal, state, and/or local directive, order, or similar requirement, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Agreement or any portion thereof, provided that one party has provided the other party with at least seventy-two (72) hours' written notice of such delay or nonperformance.

20.11. Attorneys' Fees. Except as described herein, in the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

20.12. Non-Waiver. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of Town upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

20.13. Recitals. The Recitals set forth above are hereby incorporated by this reference, as if fully set forth herein.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Mayor and Council of Oro Valley, Arizona, by its Mayor and its Clerk, duly authorized and affixed hereunto their hand and caused its official seal to be affixed on this

Town of Oro Valley, an Arizona Municipal Corporation

_____
Mayor

Attest:

_____
Town Clerk

Dated:

Approved as to Form:

By: _____
Town Attorney

Licensee:

Licensee:
Wyyerd Connect LLC, a Delaware limited liability company

By:
Name:

Its:

EXHIBIT A - The Route Map/Use Area

EXHIBIT B – Assurances

1. **Types of Assurances**
    a. Cash or certified check.
    b. Surety (performance) bonds executed by a company duly authorized and licensed to do business in the State of Arizona insuring the performance of _____. _____ may use the Town's template form for bonds, or may submit a different bond form, provided the following items are included: name of the party being bound, (Town R-O-W Permit number?), forfeiture recital, corporate acknowledgments, notarized signatures, and descriptions and cost estimates of the required improvements. Applicant-submitted forms are also subject to Town Engineer approval.
    c. Certificates of Deposit, United States Treasury Bills or any security guaranteed by the United States Government, State of Arizona or any political subdivision thereof.
    d. A deposit of money with a responsible escrow agent or trust company authorized and licensed to do business in the State of Arizona. This money may not be used or pledged by the depositor for any purpose during the period the escrow account is in effect.
    e. A current letter of credit. Letters of credit shall be renewed prior to their expiration.
    f. Any other type of assurance, that guarantees the required improvements to the same or better degree than the above forms. This alternative form, must have no expiration date and cannot be released or converted to any other form without the agreement of the Town.
2. **Assurance Calculation Method**
    a. A flat rate of $100,000.00
    b. The cost for the scope of the project and associated construction costs (+20% contingency)
    c. The greater amount of either a. or b. above.
3. **Terms of Assurances**
    a. All Assurances shall remain in effect until released as described below.
4. **Securing and Approval of Assurances**
    a. Assurances will be posted as needed to allow a project to temporarily continue without all required improvements in place
    b. Changes in Assurances due to changes in ownership shall be reviewed and approved as appropriate by the Town Engineer.
    c. Cost estimates for all construction shall be submitted and approved by the Town Engineer.
5. **Release of Assurances**
    a. Assurances shall be released upon satisfactory performance and acceptance of the work as determined by the Town Engineer.
    b. Partial release of assurances may be permitted if a significant portion of the construction has been completed. This is at the discretion of the Town Engineer.
6. **Forfeiture of Assurances**
    a. The Town may take steps to utilize the Assurances upon the occurrence of any of the following:
        i. In order to abate any unsafe conditions as determined by the Town Engineer.
        ii. Failure of the owner to respond within ten (10) days to cure a violation once a violation notice has been issued
        iii. When, in any way, the owner or their agent fails to follow the approved plan and does not correct the situation within sixty (60) days of notice by the Town
        iv. When the project is presumed abandoned, determined by a lack of development activity for six (6) months.
    b. If the Town intends to take steps to utilize the Assurances, the Town Engineer will issue a notice to the property owner and obligor of the Assurances of pending forfeiture of Assurances.
        i. The owner shall respond to the Town Engineer in writing within ten (10) days of receipt of the notice to request a hearing with the Town Engineer, otherwise forfeiture shall occur.

ii. Upon a determination by the Town Engineer or his/her designee, the Town may utilize the assurances for completing the project or portions of the project, and/or for bringing the project into compliance with Town requirements. Any amount of the assurances in excess of that required by the Town to stabilize the property shall be returned to the owner.

WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

This Wired Telecommunications License and Right-of-Way Use Agreement ("Agreement") is entered into this _____ day of _____, 2025 by and between the Town of Oro Valley, an Arizona municipal corporation ("Town") and Flying Bull Internet, LLC, a Texas limited liability company doing business as NOVOS FiBER ("Licensee").

RECITALS

WHEREAS, Town owns public street and alley right-of-way and public utility easements within the boundaries of the Town of Oro Valley;

WHEREAS, Licensee has obtained from the Arizona Corporation Commission ("ACC") a Certificate of Convenience and Necessity ("CC&N") in Arizona Corporation Commission matter Decision No. 79667, dated January 22nd, 2025 (the "Certificate");

WHEREAS, Licensee desires the authorization to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the Town rights-of-way for the purpose of providing fiber-to-the-premise networks and fiber-based services, as authorized by the Arizona Corporation Commission, subject to the requirements of this Agreement;

WHEREAS, Licensee is a Competitive Local Exchange Carrier (CLEC) and will primarily install, operate, maintain, and repair fiber-to-the-premise networks and fiber-based services to homes, residences, and government agencies (including municipal facilities, schools, and police and fire departments), including telephony services, internet/broadband services, and end-to-end fiber-based services, such services to be provided either directly or on a wholesale basis. While not its primary business focus, Licensee may also provide ancillary fiber-based services to enterprise customer segments (non-residential or non-governmental customers);

WHEREAS, Town and Licensee agree that for purposes of this Agreement, Licensee's business and operations are considered Telecommunications Services;

WHEREAS, Town is empowered to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of facilities within the Town's boundaries pursuant to Arizona Revised Statutes (A.R.S.) § 9-276 and by virtue of federal (47 U.S.C. § 253) and state statutes (including A.RS. §§ 9-581, 9-582, and 9-583), by the Town's police powers, its authority over Town's public right-of-way, and its other governmental powers and authority;

WHEREAS, Town desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Licensee a license to install, operate, maintain and repair Fiber Optic Cable within the Town's right-of-way;

WHEREAS, Licensee agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Licensee in the Town right-of-way, and to comply with such other mapping requirements as Town may establish from time to time;

WHEREAS, Licensee will secure the appropriate licenses, encroachments and other permits required by the Town for the placement of its Conduit Systems, Fiber Optic Networks, and related facilities within Town right-of-way;

WHEREAS, Licensee has agreed to comply with public property use requirements that Town

has and may establish from time to time.

NOW THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and for other good and valuable consideration, the Town hereby grants to Licensee a telecommunication license and permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

DEFINITIONS

Cable Services shall have the same meaning as defined in Title VI of the Federal Communications Act of 1934, herein incorporated by this reference, and in A.R.S. § 9-581. Cable Services are not a Telecommunications Service.

Conduit means pipes made of varying materials designed to protect buried Fiber Optic Cables.

Conduit System means any combination of Conduits, ducts, inner-ducts, manholes, and hand holes - all joined to form an integrated whole.

Dark Fiber means Fiber Optic Cables that have not been connected to transmission equipment or otherwise part of a Fiber Optic Network. Dark Fiber sales and leasing is not a Telecommunications Service.

Facilities means the plant, equipment, and property used in the provision of communication and Telecommunication Services and not owned by the Town, including poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW.

Fiber Optic Cable means a cable containing bundles of optical fibers used to carry optical signals. Fiber Optic Cables may be part of a Fiber Optic Network.

Fiber Optic Network means a communication system consisting of an optical transmitter used to convert an electrical signal into an optical signal to send into an optical fiber, Fiber Optic Cables routed through conduits and buildings, amplifiers, and an optical receiver to recover the signal as an electrical signal. A Fiber Optic Network contains Fiber Optic Cables and is used for the purpose of Telecommunications Services.

Gross Revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in the telecommunications provider and that is derived from the Telecommunications Services provided in the area of jurisdiction. Gross revenues include all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunications Services, and any other receipts from subscribers derived from operating the telecommunications system to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides. Gross revenues also include all income the Licensee receives from the lease of its facilities located in the public streets, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the licensing authority. Gross revenues do not include revenues from fees, taxes or other fees or charges

that the Licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

Right-of-Way ("ROW") means the roads, streets, highways, and alleys and all other dedicated public rights-of-way and public utility easements of the Town.

Telecommunications means the transmission of information, between or among points specified by a user, of the user's choosing, without change in the form or content of the information as sent and received. Telecommunications does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, or the sale or leasing of Dark Fiber for transmission purposes.

Telecommunications Services means the offering of Telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of Conduit.

AGREEMENT

1. **LICENSE: TERM**

1.1. License: Route. The Town hereby grants to Licensee a non-exclusive, revocable license to use the designated portion of the ROW ("Route") subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all obligations required under this Agreement. Such use of the Route will be for the sole purpose of operating and maintaining a wired network as described in this Agreement. The Route will be occupied by Licensee's Conduit System, Fiber Optic Network, plant, equipment, and property used in the provision of communication and Telecommunication Services, including poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW (collectively, the "Licensee's Facilities") and is as reflected on the map (i.e. use area) in **Exhibit A,** incorporated herein and made a part hereof by this reference. For the avoidance of doubt, under no circumstances shall the Route include any other property other than the ROW. Licensee may request modification or expansion of the Route by submitting all required permits for construction to the Town. Any modifications or expansions to the Route shall be governed by the terms and conditions of this Agreement and must be approved in writing by the Town. Any modifications or expansions shall become part of the Route. Licensee shall not use any portion of the ROW that is abandoned by the Town or removed from the Town's legal boundaries or for any purpose other than that expressly stated this Agreement.

1.2. Term; Effective Date. This Agreement is effective the date the last party signs ("Effective Date") and shall remain in effect for five (5) years from the Effective Date ("Term"), unless sooner terminated. No provision of this Agreement may be construed to grant any automatic extension, renewal, or replacement thereof.

1.2.1. Holdover. If Licensee's Facilities remain in the Route, and Licensee continues to use such Licensee's Facilities beyond the expiration of the Term, the Agreement shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed sixty (60) days beyond the expiration of the Term, and no permits will be issued to Licensee by the Town until a new license agreement has been approved by the Town Council.

1.2.2. Failure by Licensee to have a valid license to use the Route or other ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the Town to Licensee. If, however, Licensee has timely filed its application and is in active negotiations with the Town prior to the expiration of the Agreement, the Town may, in its discretion, grant, extend, or take no action on permits issued to Licensee prior to the expiration of the Agreement.

1.3. Renewal. The parties may extend the Term of this Agreement for up to three (3) additional five (5) year periods upon the mutual written consent of both parties. Such renewal must be agreed to within one-hundred eighty (180) days prior to the termination of the initial Term of the Agreement. Licensee understands that the Town may adopt future code amendments or fee schedules relating to use of the ROW, which may become applicable to this Agreement upon its initial or subsequent renewal. Licensee acknowledges the right of the Town to adopt and implement such lawful code amendments and/or fee schedules.

1.4. Amendments. This Agreement may be amended only in writing and with the written approval of both parties, except as described herein.

1.5. No Real Property Interest. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Route is limited to the license rights created by this Agreement, which creates a revocable (subject to the terms and provisions herein), non-exclusive license in the Route. The Town and Licensee do not by this instrument intend to create a lease, easement or other real property interest. Licensee shall have no real property interest in the Route or any portion of the ROW. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Route. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the Route or Licensee's use thereof.

1.6. "AS-IS" Condition. Licensee is responsible for the study and inspection of the Route to be used pursuant to this Agreement and for determining the fitness for use intended by Licensee. The Town expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Route and the ROW. Licensee accepts the Route and ROW in "AS-IS" condition, without representation or warranty of any kind by the Town, its officers, agents, or employees, and subject to all applicable laws governing the use of the Route for the permitted uses allowed by this Agreement.

1.7. Mapping Requirement. Licensee shall maintain as-built drawings of Licensee's Facilities located within the Route and furnish a copy to the Town using as-builts in pdf and AutoCAD. Upon completion of new or relocation construction of Licensee's Facilities in the Route, Licensee shall create and maintain precise, up-to-date maps of any of Licensee's Facilities and the Route using as-builts in pdf and AutoCAD and will make this information available to the Town.

1.8. Dark Fiber. To the extent Licensee occupies the ROW with empty Conduit and/or Dark Fiber and/or uses the ROW to provide services other than the Telecommunication Services as defined by this Agreement and A.RS. § 9-581, such use or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits, and laws.

1.9. Cable System. If Licensee obtains or seeks federal, state, or local approval to provide Cable Services over Licensee's Facilities within the Town, this Agreement shall remain in effect according to its terms, and Licensee shall continue to pay any fee required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter

provide otherwise. This Agreement does not allow Licensee to provide one-way transmissions by anyone directly to customers or any other type of video programming or other programming or transmission within the Town that may be subject to a cable television license or franchise within the Town's boundaries.

1.9.1. Licensee shall not use Licensee's Facilities to provide Cable Services, cable television, or for open video service without the proper formal authorization by the Town in separate agreements.

1.9.2. Licensee may enter into User Contracts, as defined in Section 3.8, to allow third-parties to use Licensee's Facilities for Cable Services, cable television, or for open video service only if the third-party has previously entered into the proper agreements with the Town that allows the third-party to conduct such activities.

2. **USE OF THE ROW: PERMITS**

2.1. Maintenance of Licensee's Facilities. Licensee shall be solely responsible for all maintenance, repair, and operation of all utilities for Licensee's Facilities under this Agreement. Licensee shall at all times repair and maintain Licensee's Facilities and the Route at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding the best industry practices.

2.2. Liability for Licensee's Work. For purposes of this Agreement, whenever work is done in the ROW or adjacent to the ROW as part of any work Licensee is performing in the ROW, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/ or used by Licensee, that performs services or provides goods relating to this Agreement and that the obligations of this Agreement are imposed on both Licensee and any of Licensee's contractors (and any subcontractors used thereunder), who will be considered Licensee's representatives and for whom Licensee will be responsible.

2.3. Licensee and its employees, agents, contractors, and representatives shall comply with all ROW use requirements, including the following:

2.3.1. Licensee shall ensure that Licensee's Facilities are constructed, installed, operated, repaired, and/or maintained in accordance with the Town Code, Subdivision Street Standards and established practices with respect to the ROW, including obtaining the proper permits prior to commencing any work and following all terms and conditions of such permits.

2.3.2. Licensee's use of the ROW shall be according to plans approved by the Town Engineer, provided that such approval of plans shall not be unreasonably withheld or delayed.

2.3.3. Licensee's Facilities to be constructed, installed, operated, maintained, upgraded, and/or removed shall be located or relocated as to interfere as little as possible with traffic or other authorized uses within the ROW. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, paving, and/or location or relocation of Licensee's Facilities shall be subject to regulation by the Town Engineer.

2.3.4. Provided such guidelines do not conflict with State and Federal law, the Town may issue reasonable policy guidelines to all Telecommunications Services licensees/permittees to establish procedures for determining how to control the issuance of engineering permits to multiple licensees/permittees for the same one-mile segments of the ROW. Licensee agrees to cooperate with the Town in establishing such policies with procedures established by the Town Manager or his/her designee to coordinate the issuance of multiple engineering permits in the same one-mile segments of the ROW.

2.3.5. Licensee and its employees, agents, contractors, and representatives are subject to the Town's exercise of its police, regulatory, and other governmental powers as the Town now has or may later obtain, and a license or other agreement may not waive application of the same. The Town shall have continuing jurisdiction and supervision over any facilities located within or on the ROW Licensee's Facilities. Daily administrative, supervisory, and enforcement responsibilities are hereby delegated and entrusted to the Town Manager or his/her designee to interpret, administer, and enforce the provisions of this Agreement.

2.4. Permits before Construction/Installation. Licensee may not install, construct, locate, or attach any Licensee's Facilities to any property within the Town, including the ROW, until Licensee has applied for and received approval for permits from the Town Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions, and negligence of Licensee's contractors (and any subcontractors used thereunder) who are involved in the design, installation, construction, maintenance, repair, location, relocation, and/or any other activity involving Licensee's Facilities subject to this Agreement. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with all provisions of the Town Code, Subdivision Street Standards including off-site construction regarding streets and sidewalks and other applicable Town and/or Pima County specific regulations. All rights hereunder are granted under the express condition that the Town shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Licensee's use of the ROW as may be deemed best for the public interest, safety, or welfare, to the same extent that such restrictions and limitations are applied to all non-governmental occupants/users of the ROW.

2.5. Homeowner Notification. Thirty (30) days prior to beginning any construction within the ROW, Licensee must notify all property owners adjacent to the ROW. If the neighborhood in which construction will occur is managed by a Homeowner's Associations (HOA) the HOA must be notified as well, and a community meeting must be held by Licensee to discuss the construction at a location approved by the HOA. Notification may be made by mail, or, in the case of residences, hanging a notice on the front door.

2.6. Details/Specifications for Permits. Licensee shall submit all applicable permit applications together with the details, plans, and specifications for Town review and approval, and pay all applicable application, review, and inspection fees, prior to any and all construction work to be performed pursuant to this Agreement.

2.7. Stipulations. Licensee and its contractors shall abide by all stipulations of all licenses and permits issued.

2.8. Permits for Relocation. If Licensee desires to change the location of any portion of Licensee's Facilities from the initial permit application(s), Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

2.9. Criteria for Approval. The Town will approve or deny applications based on the availability of space at the location(s) sought by Licensee, safety, and other considerations in accordance with the Town Code, the Town's practices, applicable ROW construction regulations, and other applicable laws.

2.10. Construction Standards. All of Licensee's Facilities placed in the ROW shall be constructed using industry standard boring and trenching construction methods. Other material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HOPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Licensee and/or its contractors shall install new Conduit and access points (e.g. manholes, pull boxes) using industry standard practices and in full compliance with the Pima Association of Governments ("PAG") Standard Specifications for Public Improvements as amended from time to

time, the Town's supplements to PAG, and the Town's Subdivision Street Standards and any subsequent revisions. Until such time as the Town adopts micro-trenching standards of its own, each application for micro-trenching shall be analyzed by the Town Engineer against recognized "Industry Standards" like those adopted by the City of Peoria Arizona for approval. Upon adoption of specific Town of Oro Valley micro-trenching standards, the Town adopted micro-trenching standards shall supersede any previous standards utilized in the Town's permitting process for micro-trenching. Licensee and/or its contractors may utilize micro trenching to construct and install Licensee's Facilities under this Agreement, but only with the approval of the Town Engineer as part of the Town's permitting process.

2.10.1. Aerial Facilities. In accordance with the above mentioned standards and written approval from the Town, Licensee may place Fiber Optic Cables above ground along the Route where there are existing aerial/aboveground facilities. If such existing aerial/aboveground facilities are subsequently relocated underground, Licensee shall relocate its then-existing aerial/aboveground Fiber Optic Cables underground in those locations and locate any new Fiber Optic Cables underground in those locations.

2.11. Written Approval for Changes. Licensee shall obtain written approval from the Town Engineer or its designee if Licensee desires to change any components of any Licensee's Facilities, which approval shall not be unreasonably withheld, delayed, or denied.

2.12. Work Restrictions/Requirements. Licensee shall comply with and ensure that its contractors comply with the Town of Oro Valley Traffic Control Plan Policy ("TCP Policy"), as amended from time to time, herein incorporated by this reference. All of Licensee's work under this Agreement shall follow the TCP Policy, which includes defined road types, allowable hours of work and holiday/event restrictions, and other work requirements and restrictions. The Town will provide the TCP Policy as requested, or which may be found on the Town's website. Work hours are specified in Town Code Section 10-1-4

2.13. Right to Inspect. The Town shall have the right, but not the obligation, to inspect all construction and/or installation work performed subject to the provisions of this Agreement and to make such tests occur as the Town deems necessary to meet the Town's standards, the TCP Policy, the PAG Standard Specifications for Public Improvements, and any and all applicable Town supplements thereto.

2.14. Common Installations. Licensee shall reasonably coordinate the installation of Licensee's Facilities with other utilities and the Town to accommodate opportunities for common installation. Nothing herein shall require Licensee to incur any material additional expense to accommodate common installations.

2.15. Boring: Street Openings. Although the exact placement and location of Licensee's Facilities shall be determined by the Town through the permitting process, Licensee has expressed its intent and the Town has expressed its desire to have such Licensee's Facilities installed outside of the paved street area whenever such location is feasible and reasonable. If Licensee intends to place Licensee's Facilities by directional boring under such streets when feasible and reasonable, said bore profiles based on vacuum pothole information shall be part of the engineered plans to be submitted to the Town. In the event that a street opening in the pavement cannot be avoided, Licensee agrees to pay a fee in accordance with the Town's Development Services Fee Schedule, as amended from time to time, and the Town Subdivision Street Standards, Section 9.0 Utilities and Pavement Cuts, with special emphasis on Section 9.1.1 Pavement Cut Moratorium, as amended from time to time.

2.16. Dedicated Personnel. Licensee shall provide and identify a representative (project manager) who shall be the contact person for the Town during any construction periods.

2.17. Adjacent Property-Owners. Licensee shall provide written notice to adjacent property-owners, or

other individuals or entities having lawful control of adjoining property, of any activity by Licensee that may interfere with access to such adjoining property during construction activities or other operations, except to the extent that this requirement to maintain access is waived in writing by the adjacent property-owner or other individual or entity having lawful control of such adjoining property. If an emergency requires activity without such written notice, Licensee shall use commercially reasonable efforts to provide timely actual notice to the adjacent property- owner or other individual or entity having lawful control of such adjoining property. Upon request, Licensee shall promptly provide the Town with the documentation of such permission from such affected property owner.

2.18. Opening/Alteration. Whenever Licensee or Licensee's contractors (and any subcontractors used thereunder) shall cause any opening or alteration to be made for any purpose in any public streets or public places, the opening or alteration shall be completed and restored with due diligence and due haste, but not more than seven (7) business days following completion of Licensee's work which necessitated such opening or alteration, weather permitting. Licensee shall upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Licensee or Licensee's contractors (and any subcontractors used thereunder) to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

2.19. Restoration. After any work, installation, repair, maintenance, replacement, or relocation work performed in the Route, Licensee shall restore all disturbed areas of the Route, affected ROW, and any affected surrounding property to the same condition or better than existed immediately prior to the commencement of the installation, repair, maintenance, replacement or relocation work. Such restoration includes repair and/or replacement to the Town's standards, rules, and policies (as amended from time to time) all pavement, sidewalks, curbs, landscaping, or other Town improvements that may be disturbed or damaged by Licensee's activities or work under this Agreement and meets approval by the Town Engineer. Licensee shall provide photo or video diary of pre- and post- conditions to prove compliance with this section.

2.20. Clean: Removal of Debris. Licensee and/or its contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site, the Route, and the ROW in a safe, neat, and clean condition. In addition, the licensee shall adhere to all DEQ requirements under the Town’s issued MS4 stormwater permit.

2.21. Safety. Licensee and its contractors shall be solely and completely responsible for the conditions of any job site, including safety of all individuals (including employees) and property, during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. The safety provisions herein shall conform *to* all applicable federal (including OSHA), state (including ADOSH), and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the stricter requirement shall be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Licensee from compliance with these provisions.

2.22. Traffic Control. Licensee shall comply with the following traffic control requirements:

2.22.1. Licensee's traffic control shall comply with the Town’s Traffic Control Plan Policy, herein incorporated by this reference. Licensee shall follow the guidelines contained in the latest editions of the Manual on Uniform Traffic Control Devices ("MUTCD"), herein incorporated by this reference. Licensee shall additionally comply with any special provisions herein.

2.22.2. At the time of the pre-construction conference, Licensee shall designate an individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that traffic is carried through the work area in an effective manner and that motorists,

pedestrians, bicyclists, and workers are protected from hazards and accidents. At the same time, the Town shall designate a representative who will be responsible for ensuring that all traffic control and traffic control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

2.22.3. Licensee shall have the full responsibility and liability for traffic control for a project. Licensee shall submit a traffic control plan ("Traffic Control Plan") to Engineering for approval not less than five (5) business days prior to beginning work under this Agreement. The Traffic Control Plan shall include all motor vehicles, bicyclists, and pedestrians. Licensee shall not begin construction until the Traffic Control Plan is approved by the Town. An approved Traffic Control Plan shall be maintained onsite during all phases of construction; otherwise, construction will cease until the Traffic Control Plan is approved. During construction it may be necessary to alter traffic control as approved by Engineering. Alterations to traffic control shall be in accordance with the Town's Traffic Control Plan Policy, the latest edition of the MUTCD and/or the most restrictive manual shall apply. Licensee shall pay any and all applicable Temporary Traffic Control fees and costs.

2.22.4. In the event Licensee or Licensee's contractors (and any subcontractors used thereunder) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, Licensee shall have repaired immediately at its expense by an electrical contractor that has had traffic signal experience and who is pre-approved by the Town. Any damage repaired by the Town will be billed to Licensee at cost.

2.22.5. Licensee shall notify all adjacent and/or affected residents and/or businesses in advance of any street, alley, sidewalk, and driveway closures per the Traffic Control Plan Policy so that they can make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area. Closures shall only be granted on a case by case basis by the Town Engineer

2.22.6. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Engineering.

2.23. Arizona 811. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with A.R.S. §§ 40-360.21 through 40-360.32 and participate as a member of Arizona 811 with the necessary records and persons to provide location service of Licensee's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the Town Engineer.

2.24. Compliance with Laws and standards. Licensee shall comply with all applicable laws and standards as amended from time to time including the Town Code, Arizona law, and federal law in the exercise and performance of its rights and obligations under this Agreement. If it is necessary for Licensee to comply with any law or regulation of the Federal Communications Commission ("FCC") or the ACC to engage in the business activities anticipated by this Agreement, Licensee shall comply with such laws or regulations. Provided, however, no such law or regulation of the FCC or ACC shall enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3. NON-EXCLUSIVITY: THIRD-PARTY CONTRACTS

3.1. Non-Exclusive. This Agreement and license are non-exclusive and nothing herein shall prevent the Town from granting like or similar privileges to any other individual or entity.

3.2. Town's Control of ROW. Any and all rights granted to Licensee shall be subject to the prior and continuing right of the Town to use and manage the ROW exclusively or concurrently with any individuals and/or entities and to manage the Town's own conduit, fiber optic cables, or facilities. The

Town shall have full authority to regulate, on a non-discriminatory basis, use of the Route and the ROW and to resolve competing demands and preferences regarding use of the Route and the ROW and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, the Town may take any or all of the following into account in regulating use of the Route and the ROW:

3.2.1. All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities, as defined in Section 3.6;

3.2.2. All other factors the Town may consider relevant, whether or not mentioned in this Agreement; and/or

3.2.3. Differing regulatory regimes and/or laws applicable to claimed rights, public benefits, community needs, and all other factors relating to Competing Activities, as defined in Section 3.6.

3.3. Accommodate Town's Activities. Nothing in this Agreement shall be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Licensee, at no expense to the Town, to remove, relocate, or abandon in place Licensee's Facilities in order to accommodate the activities of the Town. The Town shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of Licensee's Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of Town facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

3.4. Town's Authority. There is hereby reserved to the Town every right, authority and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance or law, and Licensee by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the Town in its exercise of such rights, authority or power, heretofore or hereinafter enacted or established. Neither the granting of any agreement or license nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right, authority or power of the Town.

3.5. Interference with Communications Operations. Licensee shall not install, operate, or allow the use of any equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the Town's existing or future fire, emergency, or other communications equipment, methodology, or technology. Licensee shall be responsible to ensure compliance with this requirement by all persons using the Route through or under Licensee. If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to fully and permanently cease such interference or alter the Route

3.6. Competing Activities. Licensee accepts the risk that there may exist, now or in the future, all manner of work and improvements upon the ROW ("Competing Activities"). Competing Activities include construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, or realigning, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances,
(v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the

ROW that the Town may permit from time to time.

3.7. Subordinate Rights. Any right or privilege claimed pursuant to this Agreement by Licensee for any use of the ROW shall be subordinate to: (i) any prior or subsequent lawful occupancy or use thereof by the Town or any other governmental entity; (ii) any prior lawful occupancy or use thereof by any other individual or entity; and (iii) any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with the property rights established independent of this Agreement. Licensee shall not obstruct, impede, disrupt, or interfere with or prevent any Competing Activities or any person or entity that has prior or subsequent rights to use the Route and/or ROW.

3.8. Third-Party Contracts. Licensee may enter into contracts with third-parties ("ROW Users") in the ordinary course of Licensee's business for use of Licensee's Facilities within the Route, subject to this Agreement. Such contracts ("User Contracts") are subject *to* all terms and conditions of this Agreement, including the following:

3.8.1. No ROW User shall transmit data over Licensee's Fiber Optic Network, use Licensee's Facilities, or use the Route for any purpose, except under a User Contract with Licensee;

3.8.2. ROW Users shall not perform any construction, maintenance, repair, or any other work in the ROW, unless a ROW User has a separate agreement with the Town to do so; and

3.8.3. Identities of ROW Users shall be disclosed to the Town, upon reasonable request.

3.9. Disruption by Others. The Town and its officials, agents, employees, or contractors shall not be liable to Licensee or its customers, the ROW Users, or other contractors for any service disruption or for any other harm caused to them or the Route due to Competing Activities.

3.10. Compliance with Agreement. Licensee shall cause all persons and/or entities using the ROW through or under Licensee or this Agreement to comply with all terms and conditions of this Agreement. Licensee is responsible for any and all violations of this Agreement by persons and/or entities using the ROW through or under Licensee or this Agreement.

4. **FEES**

4.1. Town's Right of Fair and Reasonable Compensation. By entering into this Agreement, neither party waives any current or future rights reserved under the law or the Telecommunications Act of 1996, including those rights pursuant to Section 253(c) that reserve the Town's right to manage the ROW and to require fair, non-discriminatory and reasonable compensation from Licensee for use of the ROW.

4.2. Licensee's Payments. Licensee shall pay to the Town each of the following separate and cumulative amounts (collectively, the "Licensee Payment"):

4.2.1. An amount (the "Annual Fee Payment") based on Licensee's use of the Route to provide interstate telecommunications services as such services are defined by A.R.S. § 9-583(C)(2), for any leasing/licensing of fiber to third-parties, the placement or leasing/licensing of empty conduit, the placement or leasing/licensing of any dark fiber, and/or as otherwise described in section 4.3.

4.2.2. An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.

4.2.3. An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this Agreement as set out below.

4.2.4. An amount (the "Transaction Privilege Tax") based on any qualifying services under the Town's Tax Code.

4.2.5. All other amounts required by this Agreement.

4.3. Annual Fee Payment Amount. The amount of the Annual Fee Payment shall be ninety-one cents ($0.91) per linear foot of permitted or installed trench in the ROW.

4.3.1. Within ten (10) days after the Effective Date, and on each annual anniversary of the Effective Date, Licensee will report to the Town the amount of linear feet of trench permitted or installed in the ROW or on other Town-owned property. The Annual Fee Payment for the coming year is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.6 for the year of payment, by the linear footage of trench permitted or installed in the ROW or on other Town-owned property. The Town must receive the Annual Fee Payment before the Town will issue any new encroachment permits for additional facilities or equipment in the ROW or other Town-owned property.

4.3.2. The Annual Fee Payment shall be adjusted annually as set forth in this Section. Commencing on the first anniversary of the Commencement Date (being the start of Year 2), and during the Term on each anniversary thereafter, the adjusted fee payment amount shall be the Annual Fee Payment established for the immediately preceding Year as increased by the percentage increase, if any, in the CPI-U (as defined below) from the Base Year 1st Half (as defined below) to the Current Year 1st Half (as defined below). The "CPI-U" means the Consumer Price Index, All Items, for All Urban Consumer, Phoenix Area, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau"). The period from January to June immediately preceding the then-current anniversary of the Commencement Date shall be the "Current Year 1st Half," and the period from January to June for the year before that shall be "Base Year 1st Half." (For example, if the Commencement Date were September 1, 2019 and the increase in the Annual Fee Payment were being calculated for the Year beginning September 1, 2020, then the increase would be the increase in the CPI-U from 1st Half 2019 to 1st Half 2020). In no event may the adjusted fee be less than the Annual Fee Payment for the prior year. If the Bureau ceases publishing the Consumer Price Index, or materially changes the method of its computation or other features thereof, the Town shall substitute therefore a comparable index that is reasonably acceptable to both parties and is based upon changes in the cost of living or purchasing power of the consumer dollar published by any governmental agency, responsible financial periodical, trade association, or educational institution. For example, which shall be used only as an example:

Linear Foot Fee

	1st Half		**Year 1**		**Year 2 Adjusted**	%
YEAR	**CPI-U**		**Fee**		**Fee**	**Of change**
Year 1 / Year 2	145.122 / 141.214	***X***	0.89	=	0.91	2.8%

4.3.3. In the event Licensee cancels or returns a permit and does not construct or install the Licensee's Facilities approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual Fee Payment or may be refunded to Licensee by the Town.

4.3.4. Notwithstanding the above, Licensor and Licensee agree that the Annual Fee Payment shall not be greater than an amount equal to five percent (5%) of Licensee's Gross Revenues

during each computation period for the Annual Fee Payment; however, such 5% annual cap shall only apply once Licensee has paying customers in the Route which are deemed Gross Revenues. Until Licensee has such paying customers that would be deemed Gross Revenues under this Agreement, Licensee will be subject to the Annual Fee Payment in full with no cap. If at any time Licensee no longer has paying customers or otherwise does not receive any Gross Revenues subject to the 5% cap, the Annual Fee Payment shall resume with no cap until such a time that Licensee again has applicable paying customers. The Town shall have the right, at any time, to require written documentation to show that Licensee obtains paying customers; Licensee shall promptly comply with providing such documentation.

4.4. Appropriate Taxes. Licensee shall pay any applicable Town, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to this Section.

4.5. Permit Fee Payment Amount. Licensee shall pay all applicable construction permit fees, including charges for encroachment permit applications, issuance, inspection, testing, plan review, and any other fees adopted by the Town and applicable to persons doing work or encroaching in the ROW.

4.6. Adjustments. All fixed dollar amounts stated in this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), Phoenix Area, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index"). The amount of each adjusted amount shall be calculated as described in Section 4.3.2. This computation is expressed by the following formula:

$$\frac{\text{Current Year 1st Half}}{\text{Year 1st Half}} \times \text{Current Amount} = \text{Adjusted Fee Base}$$

provided, that in no event shall any amount be adjusted downward from any previous period. If the Cost of Living Index has not been published on any adjustment date, the Town shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by the Town in the Town's reasonable discretion. Any delayed adjustment shall be effective retroactively. For example, which shall be used only as an example:

Fee for Failure to property restore public ROW

YEAR	1st Half CPI-U	Year 1 Fee		Year 2 Adjusted Fee	% of change
Year 1 / Year 2	145.122 / 141.214 X	600.00	=	616.60	2.8%

4.7. Licensee Payments Cumulative. All items of Licensee Payments shall be cumulative and separate from each other.

4.8. Licensee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Licensee Payments on the following schedule:

4.8.1. Licensee shall pay Annual Fee Payment by the anniversary date of each year of this Agreement.

4.8.2. Licensee shall pay Permit Fee Payment at the times and in the amounts specified by the Town's normal processes for permitting, including construction permits, encroachments, issuances, inspections, testing, plan review, and other processes applicable to persons doing work or encroaching in the ROW.

4.8.3. All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

4.9. Fee Payment Amount Report. Each installment of Licensee Payment, other than Permit Fee Payment, shall include a report showing the manner in which each component of the Licensee Payment was calculated. The report shall summarize the transactions giving rise to the License Payment.

4.10. Damage Fees. Licensee shall pay all reasonable costs associated with any damage caused by Licensee or its subcontractors, employees, or agents to the ROW or other public property.

4.11. Violation Fee Payment. During the Term of this Agreement, the Town may suffer certain money damages in the form of administrative cost and inconvenience, disharmony among Competing Activities, and general inconvenience in ROW use by the Town, Competing Activities, and the public as a result of an uncured violation of this Agreement by Licensee ("Inconvenience Costs"). Assessing the actual damages for these Inconvenience Costs may be impracticable to determine. In lieu of paying the actual damages for these Inconvenience Costs, the Town may assess Violation Fee Payments against Licensee to *cover* the damages that caused the Inconvenience Costs and is as described in Section 4.11.1. The Violation Fee Payments will be assessed with the processes described in Section 4.11.2. The Violation Fee Payments are only intended to remedy the Inconvenience Costs that the Town suffers. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement, limit in any way the Town's obtaining any other legal or equitable remedy provided by this Agreement or otherwise for such breach or relieve or detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms. If the Town determines to exercise any other legal or equitable remedy provided by this Agreement or otherwise, Town may not, in addition to such remedy, assess a Violation Fee Payment. Except for any failure to properly restore the public ROW under 4.11.1.1, or other violation of this Agreement by Licensee that in the Town's sole determination may impact the health, safety, or welfare of the public, Town shall use reasonable efforts to notify Licensee of any violation of this Agreement and permit Licensee an opportunity to cure such violation in accordance with the applicable cure period in this Agreement or as otherwise agreed by Town.

4.11.1. The Violation Fee Payments per calendar day or part thereof are as follows:

4.11.1.1. The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after the Town's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

4.11.1.2. Following a ten (10) day notice to cure, the amount of Two Hundred Fifty Dollars ($250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.

4.11.1.3. The amount of Five Thousand Dollars ($5,000.00) for any unauthorized partial or total

assignment of this Agreement.

4.11.1.4. The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the Licensee in violation of this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

4.11.2. Process for assess a Violation Fee Payment:

4.11.2.1. If the Town determines that Licensee is liable for Violation Fee Payment, then the Town shall issue to Licensee a notice of the Town's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment.

4.11.2.2. Licensee shall have ten (10) calendar days after receipt of the notice to pay the Violation Fee Payment or provide the Town written objection contesting the assertion of noncompliance.

4.11.2.3. If Licensee fails *to* respond to the notice, Licensee shall pay the Violation Fee Payment.

4.11.3. Except as may be expressly stated in this Section 4, no cure period applies to the accrual of Violation Fee Payment.

4.11.4. Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment

4.12. Deadlines for Annual Fees. For any annual payment(s) owed, Licensee shall make such payment(s) to the Town within ten (10) business days of the Effective Date and by the anniversary of the Effective Date for the duration of the Term.

4.13. Late Fees. Licensee agrees that if it fails to pay any amounts owed to the Town by the time prescribed for payment, Licensee shall pay interest on the amounts owed at the rate of one percent (1%) per month.

4.14. Requirement of Insurance and Assurances. Prior to any work being performed in the ROW, for each ROW permit Licensee shall secure all necessary Assurances as detailed in the attached Exhibit B, subject to the sole approval of the Town Engineer, and provide the Town with all insurance requirements prior to the commencement of any work, including all certificates of insurance required by this Agreement.

4.15. In Kind. This Agreement does not currently require any in-kind payment to Town by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee to the extent permitted by law. This subsection imposes no obligation on the Town to agree to offset any fees in this Agreement or in any future agreement.

4.16. Audits. The Town shall have the right to audit or otherwise inspect any and all customer contracts, subleases, sublicenses, or otherwise subcontracts, including without limitation, all ROW User agreements with Licensee, to the extent reasonably necessary to confirm compliance with this Agreement, including proper payment of all fees under this Section 4. The Town may conduct such audits as often as reasonably necessary to justify the necessary payments, but no less than one (1) time per annual term, beginning on the Effective Date.

5. **RELOCATION**

5.1. Licensee shall relocate, at no expense to the Town, any of Licensee's Facilities, or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary

to facilitate any public purpose or any Town or other governmental project whenever directed to do so by Town. Such relocations shall be accomplished in accordance with the directions from Town and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the Town, Licensee shall remove the designated portions of Licensee's Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove Licensee's Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the Town.

5.2. Licensee agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating, or reconstructing any portion of Licensee's Facilities on public property or ROW. Notwithstanding the foregoing, the Town understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of Licensee's Facilities. Licensee will maintain any annual permits required by the Town for such maintenance and emergency repairs. Licensee will notify the Town before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

5.3. If the Town performs any part of the necessary relocation or removal work that has not been done within the time required by the Town, it shall be entitled to seek payment for such actual relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 4.16 or the performance bond pursuant to Section 4.15.

5.4. The Town has no obligation to relocate or otherwise move Licensee's Facilities, any Town-owned facilities, Conduit, or Fiber Optic Cables, ROW Users' Facilities, or any other Facilities of persons or entities lawfully using the ROW. The Town shall require that third parties be responsible for relocation work of Licensee's prior existing Licensee Facilities in the ROW not necessitated by the Town.

5.5. Any relocation work performed by Licensee or its contractors shall be subject to and comply with this Agreement.

6. **DAMAGE TO PUBLIC PROPERTY**

6.1. In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Licensee's Facilities is required or permitted hereunder, and such installation, removal, or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, Licensee, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the Town Engineer. If Licensee does not repair the damage or disturbance as just described, then Town shall have the option, upon ten (10) business days' prior written notice *to* Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual costs incurred by the Town at Town's standard rates.

6.2. Notwithstanding the notice provision above, in the event of a public emergency, the Town shall have the right to immediately perform, without prior written notice to Licensee, such reasonable and necessary work on behalf of Licensee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the Town Engineer. The Town shall provide written notice to Licensee of the repairs as soon as practicable after the work has begun. Licensee agrees that any damage to Town fiber,

conduit, or other property must be replaced or repaired and restored with new or like-new materials. If the Town performs any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from Licensee and may draw upon the performance bond and/or letter or credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 6.3 below.

6.3. Upon the receipt of a demand for payment by the Town, Licensee shall, within thirty (30) days, reimburse the Town for such costs.

6.4. For any pavement cuts by Licensee, Licensee agrees to restore the pavement as specified in section 9.0 of the Town's Subdivision Street Standards.

7. PENALTIES FOR VIOLATION OF TERMS

7.1. The Town's Remedies. The Town may pursue any remedy at law, including injunctive relief, civil trespass, and withholding other Town permits and authorizations until Licensee complies with the terms of this Agreement or any applicable law. Such Town remedies are cumulative and may be pursued in the alternative. The Town's remedies set forth in this Agreement are not exclusive. Except as otherwise set forth in this Agreement, election of one remedy by the Town, including assessment of Violation Fee Payments, does not preclude the use of other remedies.

7.2. Licensee's Remedies. Licensee sole remedy for any breach or threatened breach of this Agreement by the Town shall be an action for equitable, injunctive or declarative relief or voluntary termination of this Agreement pursuant to Section 8.6 below.

8. TERMINATION

8.1. The Town Manager has the authority to terminate, subject to Licensee's right to notice and cure where provided, this Agreement.

8.2. Immediate Termination. The Town may terminate this Agreement upon thirty (30) days' notice and Licensee's failure to remedy any of the following to the reasonable satisfaction of the Town:

8.2.1. Licensee ceases doing business in the Town;

8.2.2. If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency");

8.2.3. Licensee fails to keep the Certificate in effect following any right of appeal or due process of the ACC;

8.2.4. Licensee fails to maintain any insurance required by this Agreement;

8.3. Cure of Defect; Termination. The following instances are defects in performance by Licensee shall be deemed instances of "Default" by Licensee:

8.3.1. Licensee fails to comply with the material terms and conditions of this Agreement or applicable law, including failing to maintain any insurance, security fund, or performance bond;

8.3.2. Licensee fails to make payments to the Town in the amounts and at the times specified in this Agreement;

8.3.3. Licensee fails to comply with the TCP Policy and any other construction, design, or other related requirement under this Agreement;

8.3.4. Licensee fails to construct in the designated, approved path of the Route;

8.3.5. Licensee fails to provide the current, accurate as-built plans and maps showing the Route, including all of Licensee's Facilities in the Route; and

8.3.6. Licensee fails to obtain or maintain the required licenses, permits, or other approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.

8.4. Curing Default. The Town may terminate this Agreement if Licensee does not cure the defect in performance, as listed as Section 8.3 as instances of Default, within sixty (60) days (or such longer period of time as the Town determines is reasonably necessary to cure) following the Town's written notice of Licensee's defective performance. Upon the occurrence of Default or at any time thereafter, the Town may do any of the following:

8.4.1. Pay or perform for Licensee's account, in Licensee's name, and at Licensee's expense, any and all payments or performances required to be paid or performed by Licensee;

8.4.2. Require an additional security deposit adequate in the Town's sole discretion to protect the Town and the ROW in light of Licensee's history of performance under this Agreement;

8.4.3. Abate at Licensee's expense any violation of this Agreement; and/or

8.4.4. Be excused without any liability to Licensee from further performance of any and all obligations under this Agreement.

8.5. No Need to Cure. The Town is not required to provide Licensee with a cure period prior to termination if the Town finds the defect in performance is due to intentional misconduct, a violation of law, or is part of a pattern of repeated and persistent violations where Licensee has already had notice and an opportunity to cure.

8.6. Licensee's Termination. Licensee may terminate this Agreement by providing the Town with ninety (90) days' written notice and only upon making arrangements satisfactory with the Town Engineer to *remove* all Licensee's above ground Licensee's Facilities from public property and the ROW, unless the Town Engineer agrees in writing to allow Licensee to abandon part or all of Licensee's Facilities in place. If the Town Engineer agrees to allow Licensee to abandon Licensee's Facilities in place, the ownership of such Licensee's Facilities, including everything permitted by Town to be abandoned in place, shall transfer to Town and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

8.7. Restoring the Route. Upon termination or revocation of this Agreement, Licensee shall cease using the Route. Licensee shall return the Route and any affected portions of the ROW or surrounding property affected by Licensee's Facilities and/or work to the same condition or better condition prior to the commencement of this Agreement, reasonable wear and tear excepted. Licensee shall *remove* all of Licensee's Facilities if requested by the Town upon termination of this Agreement and/or revocation of the license granted herein, including all *above* ground and subsurface portions of Licensee's Facilities.

9. **GOVERNING LAW**

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this

Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of Pima County, Arizona.

10. COMPLIANCE WITH LAWS

10.1. Compliance with A.R.S. § 38-511. Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement within three (3) years after execution of the Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee of or a consultant to Licensee with respect to the subject matter of this Agreement. The cancellation shall be effective when Licensee receives written notice of the cancellation unless the notice specifies a later time.

10.2. Compliance with A.R.S. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. Licensee hereby agrees to indemnify and hold harmless the Town, its agents and employees from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such an action.

10.3. Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.RS.§ 23-214(A). Licensee acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

10.4. Compliance with All Other Laws. The Parties shall comply with all federal, state and local laws, codes, rules and regulations.

11. INDEMNIFICATION

11.1. Licensee acknowledges that it has liability for any and all of Licensee's Facilities installed in the public ROW and in the Route, its use and/or occupation of the ROW and the Route, for any work that is done in or adjacent to the ROW and/or the Route, for any loss or liability incurred by reason of any Toxic Substance (as defined in section 19) on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s) and for its exercise of its rights under this Agreement directly or through its contractor(s), except for the intentional or solely negligent acts on the part of the Town or its agents. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the Town, and its officials, boards, commissions, agents, contractors, subcontractors, or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs reasonable attorney's fees incurred through all appeals ("Claims") arising out of or alleged to have resulted from or materially related to: (i) the acts, errors, mistakes, or omissions of Licensee, its employees, representatives, or any tier of contractors and/or subcontractors or any other person for whose acts, errors, mistakes, and/or omissions Licensee may be legally liable; (ii) for any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s); and/or (iii) the Town entering into this Agreement, or the acts or omissions of the Town or its officials, boards, commissions, agents, contractors, subcontractors, or employees acting pursuant to or in furtherance of this Agreement. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agents, employees or representatives

to fulfill Licensee's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the Town or brings a claim against the Town based on vicarious liability or non-delegable duty.

11.1.1. In the event that a notice of claim is served on the Town or litigation is commenced against the Town for which Licensee has a duty to indemnify and defend the Town pursuant to this Agreement, the Town must tender the defense of the litigation to Licensee. Licensee shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Licensee (and, where such terms directly obligate or affect the Town, acceptable to the Town). Town may retain counsel to assist in the defense, at Town's sole cost and expense. Licensee must consult with the Town while conducting its defense of the Town and must keep the Town Attorney's Office informed of the status and progress of all litigation involving the Town that has been tendered to Licensee or its insurance carrier.

11.1.2. The parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the Town and provide copies of all accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, contractors, and/or others.

11.2. Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.

11.3. It is the purpose of this Section to provide maximum indemnification to the Town under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the Town by Licensee against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose either from Town's sole negligence or intentional acts or that the Town was comparatively at fault for the damages. Only in this event may Licensee then commence an action against the Town for damages related to that portion judicially determined to be Town's fault.

11.4. The provisions of this Section shall not be dependent or conditioned upon the validity of this Agreement but shall be and remain a binding right and obligation of the Town and Licensee, even if part or all of this Agreement is declared null and void in a legal or administrative proceeding. It is the intent of Licensee and the Town upon the effective date of this Agreement that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the Town and their respective successors and assigns, if any.

11.5. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

11.6. As a condition to Town's executing this Agreement, Licensee specifically agrees that *to* the extent any provision of this Section is not fully enforceable against Licensee for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12. **INSURANCE**

12.1. Limits of Insurance. Licensee shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission

or negligence of Licensee or its officers, agents, representatives, or employees during all times that this Agreement is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.

12.2. General Requirements. Licensee's insurance of the types and amounts required in this Section shall be from companies possessing a current AM. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.

12.2.1. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the Town, constitute a material breach of this Agreement and may result in termination of this Agreement.

12.2.2. The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this Agreement, shall include the Town, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self- insured retention and/or insurance coverage carried by the Town or its employees shall not contribute to the coverages provided by Licensee. This provision and the inclusion of the Town as an additional insured shall not be construed as giving rise to responsibility or liability of the Town for applicable deductible amounts under such policy(ies).

12.2.3. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against the Town, its representatives, officers, directors, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or service.

12.2.4. The insurance policies may provide coverage, which contain deductibles or self- insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention.

12.2.5. Upon receipt of notice from its insurer(s), Licensee shall use commercially reasonable efforts to provide the Town with thirty (30) days' prior written notice of cancelation of any policy required herein.

12.2.6. Upon request, Licensee shall furnish separate certificates and additional insured endorsements for each of Licensee's contractors (and any subcontractors used thereunder). All coverages for Licensee's contractors (and any subcontractors used thereunder) shall be subject to the same limits as required for Licensee.

12.2.7. The Town reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this Agreement.

12.3. Proof of Insurance - Certificates of Insurance.

12.3.1. Upon execution of this Agreement, Licensee shall furnish to the Town Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the Town approval of such Certificates. Such Certificate(s) shall include the blanket additional insured endorsement including the Town as an Additional Insured pursuant to Section 12.2.2.

12.3.2. If a policy expires during the term of this Agreement, a renewal certificate must be sent to the

Town five (5) business days prior to the expiration date.

12.3.3. All Certificates of Insurance shall identify the policies in effect on behalf of Licensee, their policy period(s), and limits of liability required herein. Coverage shown on the Certificate of Insurance must coincide with the requirements in this Agreement. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to:

Town of Oro Valley Attn: Town Clerk
11000 N. La Canada Dr.
Oro Valley, AZ 85737

12.3.4. The Town reserves the right to review, within at least ten (10) business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in Pima County, Arizona. The Town shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of the Town's right to insist on, strict fulfillment of Licensee's obligations under this Agreement.

12.4. Required Coverage. Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by Licensee or by anyone directly employed by Licensee. Coverage under the policy will be at least as broad as ISO forms or equivalent thereof, including: severability of interest and waiver of subrogation clauses; claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees; claims for damages insured by usual personal and advertising injury liability coverage; claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and claims involving contractual liability applicable to Licensee's obligations under the indemnification Section herein.

12.5. Commercial General Liability - Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written in the amount of $2,000,000 limits per occurrence and $6,000,000 general aggregate in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the ISO Additional Insured form and shall include coverage for Licensee's completed operations and products.

12.6. Worker's Compensation and Employer's Liability. Licensee shall maintain Worker's Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with a limit of $1 million for each accident, $1 million disease coverage for each employee, and $1 million disease policy limit.

12.7. Automobile Liability. If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of $1 million each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of Licensee's work. Any combination between automobile liability and excess/umbrella liability amounting to a minimum of $5 million per occurrence in coverage will be acceptable. Coverage shall be at least as broad as ISO policy form or equivalent.

12.8. The Town reserves the right to require additional insurance coverages and/or increase any minimum coverages herein at any time with written notice to Licensee.

13. **LIMITATION OF LIABILITY**

13.1. The Town and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Network or the provision of services, or for any damages arising out of or materially related to Licensee's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the Town its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

13.2. Licensee also agrees that it shall have no recourse whatsoever against the Town or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the Town because of the enforcement of this Agreement.

13.3. Licensee shall assume the risk of, and hereby relinquishes any claim against the Town in connection with any final, non-appealable determination by a court of competent jurisdiction that the Town lacked the current statutory authority under Arizona law to issue this Agreement.

14. **WARRANTY**

14.1. The issuance of a license, permit or other authorization by the Town is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

14.2. LICENSEE ACKNOWLEDGES AND AGREES THAT TOWN DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR **IN** CONNECTION WITH THE USE OF ANY THE ROW SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

15. SURVIVAL OF LIABILITY

All obligations of Licensee and the Town hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement.

16. **PUBLIC EMERGENCY**

16.1. The Town shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Licensee's Facilities of without any prior notice to Licensee, if the action is deemed reasonably necessary by either the Town Manager, Fire Chief, Police Chief, Town Engineer, Public Works Director, or their designees. In such event, neither the Town nor any agent, contractor or employee of the Town shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), or Licensee's customers for any harm so caused to them or Licensee's Facilities. To the extent possible under the circumstances, Town wil consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. Town shall inform Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of Licensee's Facilities damaged pursuant to any such action taken by Town related to the public emergency.

16.2. If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the Town, to other Town improvements or activities within or outside of the Route, or to Town's ability to safely and conveniently operate the ROW or perform Town's utility, public safety, and/or other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with the Town's request to secure the route area, and otherwise cooperate with the

Town at no expense to the Town to remove any such hazard or impediment.

16.3. In the event of a public emergency, neither the Town nor any agent, contractor or employee of the Town shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), Licensee's customers, or other third parties for any harm so caused to them by the reasonable actions of the Town or its agents, contractors or employees in reasonably responding to such public emergency. Where possible, the Town will consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or Licensee's Facilities involved.

17. NOTICE

17.1. All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, addressed as follows:

THE TOWN	LICENSEE
Town of Oro Valley Attn: Town Clerk 11000 N. La Canada Dr. Oro Valley, AZ 85737	NOVOS FiBER 3100 Olympus Blvd Suite 410 Coppell, TX 75019 _____
With copy to: Town of Oro Valley Attn: Legal Dept. 11000 N. La Canada Dr. Oro Valley, AZ 85737	With copy to: _____ _____ _____ _____ _____

Notices shall be deemed sufficiently given and served upon the other party the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.

17.2. Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above. Licensee shall notify the Town within ten (10) business days of any change in mailing address.

18. TRANSFERABILITY OF LICENSE

18.1. This Agreement is personal to Licensee and therefore the rights, privileges and license granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Licensee, either by act of Licensee or operation of law, without the express written consent of the Town, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Licensee shall seek the consent of the Town to the proposed transfer. Approval by the Town to a transfer does not constitute a waiver or release of any of the rights of the Town under the Town Code or this Agreement, whether arising before or after the date of transfer. Council approves that Licensee has notified the Town that it may desire to assign some or all of its rights under this Agreement to its commonly owned affiliated company, Prime Fiber, LLC..

18.2. The assignee or transferee as approved by the Town shall be equally subject *to* all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.

18.3. Nothing in this Section shall be deemed to prohibit a pledge or, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the Agreement without submitting the change to the Town for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the Agreement. No later than three (3) years after assumption of control by the lender, the lender shall apply to the Town for the right to continue assumption of control or *to* transfer the Agreement. Application by the lender for approval of such assumption of control or transfer shall be subject to all provisions set forth herein on consent by the Town Council and approval shall not be unreasonably denied or delayed. A "lender" as discussed herein does not include a Licensee, person or corporation or other entity that operates cable television systems or telecommunications systems as a principal or important business. This Section is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the Agreement without Town Council review and approval.

18.4. Any transfer without Town's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this Agreement. The Town may, in its sole discretion and in addition to all other lawful remedies available to the Town under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of Town under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive the Town's consent. Notwithstanding, the above, transfer or assignment to Provider's financially viable parent, subsidiary, successor, or affiliate under common control, shall not require consent and shall be effective upon written notice to the Town.

19. **HAZARDOUS SUBSTANCES**

19.1. Licensee's and its contractors' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response

Compensation and Liability Act 42 U.S.C. §§ 9601, et. seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

19.1.1. Licensee and/or its contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

19.1.1.1. Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery; or

19.1.1.2. Electric backup batteries.

19.1.2. Licensee and/or its contractors shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by the Town.

19.1.3. Licensee and/or its contractors shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

19.1.4. Licensee and/or its contractors shall immediately notify the Town of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee's contractors (and any subcontractors used thereunder) and/or any other persons using the ROW under this Agreement did not do any of the following:

19.1.4.1. Participate in the Toxic Substance coming to the ROW;

19.1.4.2. Fail to immediately report the Toxic Substance to the Town;

19.1.4.3. Knowingly participate in spreading or otherwise disturbing the Toxic Substance; or

19.1.4.4. Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

19.1.5. Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

19.1.6. Within twenty-four (24) hours after any violation by Licensee and/or by its contractors of this Agreement pertaining to Toxic Substances, Licensee shall give the Town notice reporting such violation.

19.1.7. Licensee shall be available to staff employees of any Town department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of Licensee's Facilities. The Town may contact by telephone the network control center operator at the following phone number 866-236-2824 regarding such problems or complaints, and may use that number in order to reach Licensee at any time for any emergency matter. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Licensee will immediately notify the Town if there is a change in the telephone number listed in this Section.

20. **MISCELLANEOUS**

20.1. Complete Agreement. This Agreement, including all Exhibits which are attached, are hereby incorporated into this Agreement and all of which constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

20.2. Validity. Licensee shall acknowledge that as a condition of acceptance of this Agreement, Licensee was required to be represented throughout the negotiations of the Agreement by its own attorneys and Licensee had the opportunity *to* consult with its own attorneys about its rights and obligations regarding this Agreement. Licensee has reviewed Town's authority to execute and enforce this Agreement and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of the Town to execute this Agreement

and to enforce the terms herein.

20.3. Partial Invalidity. If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable, or preempted. Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the Town did not have the authority to issue a license to Licensee under A.R.S. § 9-581 to § 9-583, as amended or succeeded, then this Agreement shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this Agreement except for conditions relating to the term of the Agreement and the right of termination. If this Agreement shall be considered a revocable permit as provided herein, Licensee acknowledges the authority of the Town Council to issue a revocable permit and the power to revoke as provided therein.

20.4. Time of Essence. Time is of the essence in each and every provision of this Agreement.

20.5. Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement and the parties may agree in writing to amend this Agreement to address such invalid or unenforceable provisions; however, if the parties disagree as to the validity or enforceability of such provisions, the Agreement will not be affected to the extent of such disagreement until a court of competent jurisdiction determines otherwise or the parties later agree in writing. In the event either party seeks such judicial declaration or interpretation of any provision herein, neither party will be liable for the other party's attorney's fees, regardless of which party is deemed the successful party.

20.6. Headings. The headings contained herein are for convenience only and not intended to define or limit the scope of any provision of this Agreement.

20.7. No Partnership. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other under this Agreement.

20.8. No third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. The Town shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise because of the existence of this Agreement.

20.9. Public Records. Notwithstanding any provisions of this Agreement regarding proprietary information, Licensee acknowledges that all documents provided to the Town may be subject to disclosure by laws related to Arizona public records law. Consequently, Licensee understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the Town receives a request for disclosure that is reasonably calculated to incorporate information that might be proprietary by Licensee, the Town agrees to provide Licensee with notice of that request. Licensee may, at its discretion file an injunction in a court of competent jurisdiction to prevent disclosure of information it objects to the disclosure of.

20.10. Force Majeure. With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other

sanction upon Licensee, such violation or non-compliance shall be excused where such violation or non- compliance is the result of acts of God; war; terrorist attack; civil disturbance, strike or other labor unrest; plague; pandemics; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or other public health crisis, including without limitation, quarantine or other employee restrictions; or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

20.10.1. Government Directives. Any delay or nonperformance of any provision of or obligation under this Agreement caused by a federal, state, and/or local directive, order, or similar requirement, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Agreement or any portion thereof, provided that one party has provided the other party with at least seventy-two (72) hours' written notice of such delay or nonperformance.

20.11. Attorneys' Fees. Except as described herein, in the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

20.12. Non-Waiver. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of Town upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

20.13. Recitals. The Recitals set forth above are hereby incorporated by this reference, as if fully set forth herein.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Mayor and Council of Oro Valley, Arizona, by its Mayor and its Clerk, duly authorized and affixed hereunto their hand and caused its official seal to be affixed on this

Town of Oro Valley, an Arizona Municipal Corporation

_____
Mayor

Attest:

_____
Town Clerk

Dated:

Approved as to Form:

By: _____
Town Attorney

Licensee: Flying Bull Internet, LLC d/b/a NOVOS FiBER

By: _____

Name: _____

Its: _____

EXHIBIT A - The Route Map/Use Area

EXHIBIT B – Assurances

1. **Types of Assurances**
    a. Cash or certified check.
    b. Surety (performance) bonds executed by a company duly authorized and licensed to do business in the State of Arizona insuring the performance of _____. _____ may use the Town's template form for bonds, or may submit a different bond form, provided the following items are included: name of the party being bound, (Town R-O-W Permit number?), forfeiture recital, corporate acknowledgments, notarized signatures, and descriptions and cost estimates of the required improvements. Applicant-submitted forms are also subject to Town Engineer approval.
    c. Certificates of Deposit, United States Treasury Bills or any security guaranteed by the United States Government, State of Arizona or any political subdivision thereof.
    d. A deposit of money with a responsible escrow agent or trust company authorized and licensed to do business in the State of Arizona. This money may not be used or pledged by the depositor for any purpose during the period the escrow account is in effect.
    e. A current letter of credit. Letters of credit shall be renewed prior to their expiration.
    f. Any other type of assurance, that guarantees the required improvements to the same or better degree than the above forms. This alternative form, must have no expiration date and cannot be released or converted to any other form without the agreement of the Town.
2. **Assurance Calculation Method**
    a. A flat rate of $100,000.00
    b. The cost for the scope of the project and associated construction costs (+20% contingency)
    c. The greater amount of either a. or b. above.
3. **Terms of Assurances**
    a. All Assurances shall remain in effect until released as described below.
4. **Securing and Approval of Assurances**
    a. Assurances will be posted as needed to allow a project to temporarily continue without all required improvements in place
    b. Changes in Assurances due to changes in ownership shall be reviewed and approved as appropriate by the Town Engineer.
    c. Cost estimates for all construction shall be submitted and approved by the Town Engineer.
5. **Release of Assurances**
    a. Assurances shall be released upon satisfactory performance and acceptance of the work as determined by the Town Engineer.
    b. Partial release of assurances may be permitted if a significant portion of the construction has been completed. This is at the discretion of the Town Engineer.
6. **Forfeiture of Assurances**
    a. The Town may take steps to utilize the Assurances upon the occurrence of any of the following:
        i. In order to abate any unsafe conditions as determined by the Town Engineer.
        ii. Failure of the owner to respond within ten (10) days to cure a violation once a violation notice has been issued
        iii. When, in any way, the owner or their agent fails to follow the approved plan and does not correct the situation within sixty (60) days of notice by the Town
        iv. When the project is presumed abandoned, determined by a lack of development activity for six (6) months.
    b. If the Town intends to take steps to utilize the Assurances, the Town Engineer will issue a notice to the property owner and obligor of the Assurances of pending forfeiture of Assurances.
        i. The owner shall respond to the Town Engineer in writing within ten (10) days of receipt of the notice to request a hearing with the Town Engineer, otherwise forfeiture shall occur.

ii. Upon a determination by the Town Engineer or his/her designee, the Town may utilize the assurances for completing the project or portions of the project, and/or for bringing the project into compliance with Town requirements. Any amount of the assurances in excess of that required by the Town to stabilize the property shall be returned to the owner.

Use of Public Rights-of-Way for Fiber to the Home (FttH) Providers & the Approval of two ROW License Agreements

Presented by Scott Zufelt, IT Director
Town of Oro Valley, June 18, 2025

Town of Oro Valley

Purpose of This Agenda Item

- The Town has received two rights-of-way license agreement requests for broadband (fiber) installation in rights-of-way (ROW)
  - Wyyerd Fiber and Novos Fiber have requested agreements with OV
- State and Federal laws have changed over the years to encourage broadband (fiber) access to public rights-of-way
- All license agreements must be approved by the Council or their designee
- Town's obligation regarding public Right-of-Way access

Municipal ROW Authority

- Arizona Constitution (Article XIII, Section 4), Federal Law (Telecommunications act of 1996) and ARS statutes (§ 9-583 & § 9-584)
  - Cities control their streets and public grounds
  - HOWEVER: That control must comply with state and federal law
  - By law, municipalities cannot use ROW authority to inhibit broadband deployment
  - Cannot show preference between fiber providers
  - Fees must be reasonable and cost-based

What Cities and Towns Can Still Do

- ✓ Require permits and inspections
- ✓ Enforce construction standards
- ✓ Charge actual cost-based fees only
- ✓ Protect public safety and infrastructure
- ✓ Coordinate utilities and avoid ROW conflicts

What Cities and Towns Cannot Do

- ❌ Impose franchise requirements on non-cable FttH providers
- ❌ Charge above-cost or duplicative fees
- ❌ Delay permits beyond legal timelines
- ❌ Discriminate between providers
- ❌ Use ROW control to restrict market entry

Licensee Communication with Residents

- Requiring 30-day HOA notice and HOA meeting prior to construction for public neighborhood roads
- HOA agreement prior to construction for private roads
- Video/pictorial record of the area before and after construction

Summary

- Arizona law encourages municipalities to facilitate, not block or restrict, broadband deployment
- We must strike a balance:
  - Protecting public assets and safety
  - Complying with state and federal law
  - Enabling critical infrastructure expansion for residents

Questions & Discussion

- Thank you.

- QUESTIONS?

Town Council Regular Session **2.**

Meeting Date: 06/18/2025

Requested by: Rosalyn Epting **Submitted By:** Rosalyn Epting, Parks and Recreation

Department: Parks and Recreation

SUBJECT:

RESOLUTION NO. (R)25-32, DISCUSSION AND POSSIBLE ACTION APPROVING A GIFT AGREEMENT BETWEEN MONA ZIMERMAN AND THE TOWN OF ORO VALLEY

RECOMMENDATION:

Staff recommends that the Town Council accept the donation of 908 East Sedona Place from Mona Zimerman and authorize staff to proceed with the sale of the property, with net proceeds to be allocated exclusively to the Vistoso Trails Nature Preserve (VTNP) Desert Ecosystem Restoration Project.

EXECUTIVE SUMMARY:

Mona Zimerman, the current benefactor of the property located at 908 East Sedona Place, Oro Valley, Arizona 85755, has formally expressed her desire to donate the home to the Town of Oro Valley. It is her wish that the property be sold and that 100% of the net proceeds from the sale be allocated to support the VTNP Desert Ecosystem Restoration Project. Specifics of this generous donation are listed in the “Background or Detailed Information” section of this agenda item.

BACKGROUND OR DETAILED INFORMATION:

Ms. Zimerman recently became the benefactor of her brother Adam Zimerman’s estate following his unfortunate passing. Adam Zimerman was an avid cyclist who frequently used Oro Valley’s trail system. In researching a meaningful way to honor his legacy, Ms. Zimerman discovered the VTNP Desert Ecosystem Restoration Project and reached out to Parks and Recreation staff to explore how a donation could be directed to support it.

While in Oro Valley to manage her brother’s affairs, staff provided Ms. Zimerman with a tour of VTNP and discussed ongoing and planned conservation activities, as well as the site’s Conservation Easement. Most recently, staff members and Rebeca Field, Senior Project Manager of Kimley-Horn and Associates, met virtually with Ms. Zimerman to further clarify her intentions for the use of the proceeds from the home's future sale.

Ms. Zimerman’s vision for the donation includes both dedicated commemorative elements and environmental restoration components, as outlined below. Attached to this agenda item is the concept plan for the memorial area.

Memorial area dedicated to Adam Zimerman:

- Installation of shade trees with seating stones
- A bike rack
- A plaque commemorating Adam Zimerman
- A water station with bottle-filling capability

Use of Remaining Funds:

- Path widening with decomposed granite to improve user flow where cyclists and pedestrians interact
- Additional tree planting to enhance shade
- Revegetation efforts using native Sonoran Desert grasses and plants, to initiate habitat restoration

Should the Town Council accept the proposed Gift Agreement with the outlined stipulations, the initial implementation steps would include:

- Securing the services of a title company to facilitate the property transfer
- Engaging a qualified party to manage the sale of the home

Ms. Zimerman will be attending the Town Council meeting virtually to be available for any questions or clarifications the Council may have regarding the donation and her intentions.

FISCAL IMPACT:

Any expenses related to the sale of the house will be taken from the proceeds of the home sale.

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)25-32, approving a Gift Agreement between the Town of Oro Valley and Ms. Mona Zimerman.

Attachments

(R)25-32 Resolution Zimerman Gift Agreement

Gift Agreement

Counsel Recommendation Acknowledgement

Memorial Concept Plan

RESOLUTION NO. (R)25-32

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING A GIFT AGREEMENT BETWEEN MONA ZIMERMAN AND THE TOWN OF ORO VALLEY TO BEGIN THE PROCESS TO ACCEPT CERTAIN REAL PROPERTY CONSISTING OF A HOUSE LOCATED AT 908 E. SEDONA PLACE, ORO VALLEY, AZ 85755 AND IDENTIFIED BY PIMA COUNTY PARCEL NUMBER 223-05-3100; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, Mona Zimerman wishes to gift to the Town certain real property consisting of a house located at 908 E. Sedona Pl., Oro Valley, AZ 85755 and identified by Pima County parcel number 223-05-3100; and

WHEREAS, Mona Zimerman has placed certain restrictions on the Town's use of the property, the terms of which are spelled out in the Gift Agreement attached hereto as Exhibit "A"; and

WHEREAS, it is in the best interest of the Town to approve the Gift Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, between Mona Zimerman and the Town to begin the process to accept the real property consisting of a house located at 908 E. Sedona Pl., Oro Valley, AZ 85755 and identified by Pima County parcel number 223-05-3100.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA AS FOLLOWS:

SECTION 1. Gift Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, between Mona Zimerman and the Town to begin the process to accept the real property consisting of a house located at 908 E. Sedona Pl., Oro Valley, AZ 85755 and identified by Pima County parcel number 223-05-3100 is hereby approved.

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

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution, or the Gift Agreement attached hereto as Exhibit "A", is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. All Oro Valley resolutions or motions and parts of resolutions or motions of the Council in conflict with the provision of this Resolution are hereby repealed.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 18th day of June, 2025.

TOWN OF ORO VALLEY

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

GIFT AGREEMENT
BETWEEN
THE TOWN OF ORO VALLEY, ARIZONA and
MONA ZIMERMAN

This Gift Agreement (this "Agreement") is made this ____ day of _____, 2025 between Mona Zimerman (the "Donor") and The Town of Oro Valley, Arizona, (the "Donee").

The Donor and the Donee agree as follows:

1. Donor Commitment. The Donor hereby agrees to give to the Donee that certain real property (the "Property") described on Exhibit "A", but only on the terms and conditions as set forth in this Agreement. The gift of this Property by the Donor to the Donee is sometimes referred to herein as the "Gift". The effective date on which the Gift will occur is sometimes referred to herein as the "Gift Date."

2. Donor Stipulations. The donation is for use in Vistoso Trails Nature Preserve, an area subject to a conservation easement held by Archaeology Southwest. Further Donor Stipulations are more specifically detailed in Exhibit "B", attached hereto.

3. Manner in Which the Gift Will be Made. The Gift will be made by a duly executed and notarized Special Warranty Deed for the Property showing the Donor as the grantor/transferor and the Donee as the grantee/donee.

4. Effective Date. The date upon which this Agreement becomes effective, shall be the date upon which it is executed by the last party (the "Effective Date").

5. Due Diligence. The Donee shall have 45 days from the Effective Date, referred to herein as the "Due Diligence Period," to conduct due diligence. During the Due Diligence Period, the Donee shall have the right to conduct whatever due diligence it deems appropriate with respect to the Property. Upon request by the Donee, the Donor will provide whatever written data or materials it has regarding the Property. However, the Donor makes no representation or warranty as to the condition of the Property, including but not limited to, its physical condition, environmental condition, title, suitability for any purpose, or otherwise. The Donee releases and discharges the Donor from any claim it may have, and in fact agrees that it shall have no claim, against Donor with respect to any such condition of the Property. The Donee may elect to cancel the Gift during the Due Diligence Period if it identifies due diligence concerns by providing written notice of its cancellation to Mona Zimerman prior to the end of the Due Diligence Period. If no notice is given, the Donee will have effectively waived its right to cancel the contract and the Due Diligence Period will be deemed expired.

6. Costs and Expenses of the Gift. The Donee will pay any costs and expenses in connection with the Gift, which would include the preparation of the Special Warranty Deed, filing fees for the Special Warranty Deed, and any other ordinary and customary expenses. If the Donee wants to obtain title insurance or a title opinion, then the Donee may do so at its own expense.

7. Qualification of the Gift as a Charitable Donation. The Donee understands that the Donor will report the Gift for state, local, and federal income tax purposes as a deductible charitable gift. The Donee does not make any representation for and shall have no liability as to the fair market value of the Property or the amount of the charitable deduction. However, the Donee shall not take any action which

would in any way impede the reporting of the Gift as a charitable deduction by the Donor, and the Donee shall cooperate in any manner as may be reasonably requested by the Donor to provide information to any taxing authority as to the receipt of the Gift.

8. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.

9. Entire Agreement. This Agreement constitutes the entire Agreement among the parties and supersedes all prior agreements and understandings among the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned agree to be bound by and have executed this Agreement effective as of the date set forth above.

DONOR: MONA ZIMERMAN

Mona Zimerman
By: Mona Zimerman

7 April 2025
Date

STATE OF WASHINGTON)
ss.
County of Snohomish)

The foregoing instrument was acknowledged before me this 7 day of April, 2025, by Mona Zimerman.

(Affix Seal)

Kim Christian
Notary Public

Notary Public
State of Washington
KIM CHRISTIAN
LICENSE # 23022203
MY COMMISSION EXPIRES
JULY 18, 2027

DONEE:

THE TOWN OF ORO VALLEY

_____

By: Joseph Winfield, Mayor

_____

Date

ATTEST:

_____

Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

An approximate .11 acre parcel, located at 908 E. Sedona Pl., Oro Valley, AZ 85755, identified by Pima County Parcel Number 223-05-3100.

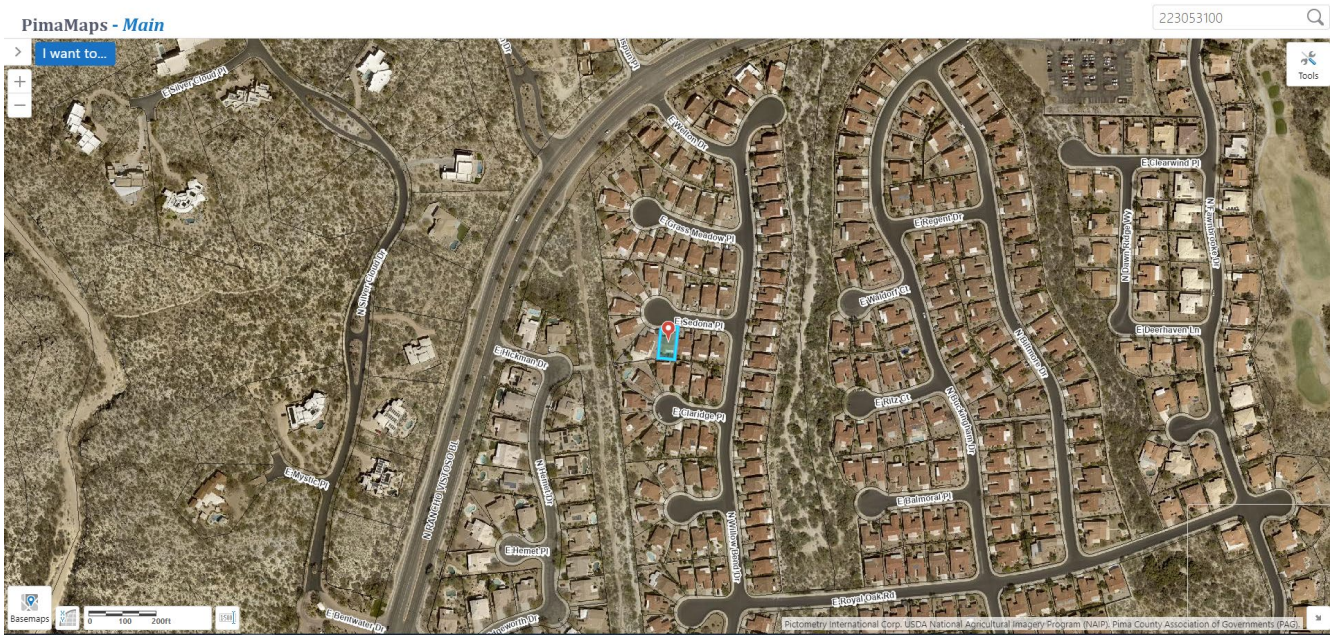




EXHIBIT “B”

Mona Zimerman gifts the property located at 908 E. Sedona Pl., Oro Valley, AZ 85755, identified by Pima County Parcel Number 223-05-3100, to the Town of Oro Valley on the condition that the below terms be adhered to by the Town of Oro Valley:

- The Town of Oro Valley will sell the property and use the funds exclusively for projects related to the Vistoso Trails Nature Preserve.
- A portion of the funds generated by the sale of the property shall be used by the Town of Oro Valley to construct a shaded bike rack or seating area within the Vistoso Trails Nature Preserve with a plaque dedicating the bike rack or seating area to Adam Zimerman.

GIFT AGREEMENT

COUNSEL RECCOMENDATION ACKNOWLEDGEMENT

By signing below, I, Mona Zimerman, hereby acknowledged that I have read and understood the Gift Agreement for my property, located at 908 E. Sedona Pl., Oro Valley, AZ 85755, identified by Pima County Parcel Number 223-05-3100. I further acknowledge that it was recommended to me by the Town of Oro Valley that I have this Gift Agreement reviewed by legal counsel of my own choosing prior to entering into it. I have done so.

MONA ZIMERMAN

Mona Zimerman

By: Mona Zimerman

7 April 2025

Date

STATE OF WASHINGTON)

ss.

County of Snohomish)

The foregoing instrument was acknowledged before me this 7th day of April, 2025, by Mona Zimerman.

(Affix Seal)

Kim Christian

Notary Public

Notary Public
State of Washington
KIM CHRISTIAN
LICENSE # 23022203
MY COMMISSION EXPIRES
JULY 18, 2027

MEMORIAL SPACE ZOOM-IN

KEYSTONE SPRINGS DR.

VISTOSO HIGHLANDS DR.

MEMORIAL SPACE ELEMENTS



Curved Stone Bench



Stone Seats Around Tree Trunk



Themed Bike Rack



Water Fill Station

LEGEND

- **A** Parking Lot with 27 Spaces Including 2 ADA Spaces
- **B** Enhanced Landscape Entry Feature
- **C** Proposed Stabalized Decomposed Granite Walking Path
- **D** Desert Landscape Planted Area
- **E** Proposed Concrete Path
- **F** 0.5 Acre Turf
- **G** 16’x16’ Ramada
- **H** 2.5 Acre Pond
- **I** Bench
- **J** Existing Concrete Path
- **K** Memorial Space

PLAN NOT TO SCALE

N

Vistoso Trails Nature Preserve

Desert Garden Area with 2.5 Acre Pond - Concept Plan

ORO VALLEY ARIZONA FOUNDED 1974

Kimley»Horn

Town Council Regular Session **3.**

Meeting Date: 06/18/2025

Submitted By: Karl Shaddock, Town Manager's Office

Department: Town Manager's Office

SUBJECT:

RESOLUTION NO. (R)25-33, DISCUSSION AND POSSIBLE ACTION TO ADOPT THE FY 25/26 - FY 26/27 STRATEGIC PLAN

RECOMMENDATION:

Staff recommends adoption of the Strategic Plan as presented or with specific modifications as directed by Council.

EXECUTIVE SUMMARY:

At the May 21, 2025, Regular Session, Town Council reviewed the draft Strategic Plan and provided feedback to ensure alignment with Council priorities and expectations established during the December 2024 input sessions and February 2025 retreat. The updated draft reflects this feedback and is presented for Council consideration and adoption this evening.

BACKGROUND OR DETAILED INFORMATION:

The attached Working Draft of the Town of Oro Valley's FY 25/26 – FY 26/27 Strategic Plan represents the culmination of several months of collaboration between Town Council and staff. Grounded in Council priorities, community input, and operational realities, the draft plan is intended to be concise, actionable, and community-centered. It is designed to advance Council's long-term vision for Oro Valley while addressing current challenges and opportunities with measurable results. This draft includes strategies and projects that align with Council's goals and are structured for implementation over the next two fiscal years. Councilmember input has shaped the plan at multiple stages, including:

December 2024 – Councilmember input sessions to identify project ideas, guiding principles, and strategic uncertainties
January 20, 2025 – First draft distributed to Council
February 6, 2025 – Staff report summarizing updates to Councilmember-recommended projects
February 13, 2025 – Town Council Retreat
April 25, 2025 – Updated Working Draft distributed to Council
May 21, 2025 – Town Council Study Session to review and discuss the draft
June 18, 2025 – Town Council Regular Session for potential adoption of the final plan

The draft Strategic Plan is organized around seven (7) focus areas:

1. Economic Vitality
2. Culture and Recreation
3. Public Safety
4. Infrastructure and Town Assets
5. Land Use and Design
6. Effective and Efficient Government
7. Financial Stability

The plan also identifies 35 proposed projects to be achieved or advanced over the two-year timeframe.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve/deny) Resolution No. (R)25-33, adopting and approving the FY 2025/26 - FY 2026/27 Town Council Strategic Plan.

Attachments

(R)25-33 ADOPT FY 25/26 - 26/27 Strategic Plan

Redline Progression: Working Draft FY25/26–FY26/27 Strategic Plan

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RESOLUTION NO. (R)25-33

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, ADOPTING THE TOWN OF ORO VALLEY FY25/26–FY26/27 STRATEGIC PLAN; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, the current Town of Oro Valley Strategic Plan was approved and published in 2023; and

WHEREAS, the Town wishes to revise the current Strategic Plan to better reflect the current strategic posture of the Town; and

WHEREAS, the Town of Oro Valley FY25/26–FY26/27 Strategic Plan (the "Plan"), attached hereto as Exhibit "A" and incorporated herein by this reference, includes input from the Mayor and Council and all Town departments; and

WHEREAS, the Plan's focus areas are: Economic Vitality, Culture and Recreation, Public Safety, Infrastructure and Town Assets, Land Use and Design, Effective and Efficient Government and Financial Stability; and

WHEREAS, the Mayor and Council believe that the adoption of the Plan is in the best interest of the Town and will help promote the health, safety and welfare of the Town.

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

SECTION 1. That certain document entitled "Town of Oro Valley FY25/26–FY26/27 Strategic Plan", attached hereto as Exhibit "A", is hereby adopted.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this resolution or any part of the Town of Oro Valley FY25/26–FY26/27 Strategic Plan adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. All Oro Valley Resolutions or Motions and parts of Resolutions or Motions of the Council in conflict with the provisions of this Resolution are hereby repealed.

SECTION 4. The Town Manager, Town Clerk, Town Legal Services Director, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 18th day of June, 2025.

TOWN OF ORO VALLEY

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

~~First~~ ~~Second~~ Third Draft: FY 2026 - 2027 Strategic Plan

~~The first draft of this Strategic Plan represents a thoughtful compilation of potential strategy, principles, and projects identified through collaboration between Town Council and the Town's Executive Leadership Team. This draft remains a working document subject to further input, analysis, and prioritization.~~

~~The draft includes projects categorized as follows:~~

- ~~**Councilmember-Recommended Projects**: These projects were identified by at least one councilmember during one-on-one interviews with the Town Manager and Strategic Plan Consultant.~~
- ~~**Decision-Point Projects**: These projects were identified by the Town's Executive Leadership Team as critical for the strategic plan period, requiring:~~
  - ~~Significant effort, resources, or coordination;~~
  - ~~A direct impact on the public or a visible, tangible presence in the community;~~
  - ~~Council decisions or guidance at some stage in their development or implementation.~~

~~Projects are organized into Focus Areas based on their community impact. Please note that Focus Areas do not determine the lead department for a project. For instance, a project within Focus Area 2: Culture and Recreation may be led by the Community and Economic Development Department.~~

~~Each project is presented with a title and a brief description outlining the scope of work to be completed (the "what"). Specific implementation details (the "how") will be developed following the Strategic Plan's approval.~~

~~This draft is an invitation for Council's input and guidance as we refine and prioritize the projects to align with the Town's goals and vision for the future.~~

~~Contents~~

~~Focus Area 1: Economic Vitality ..... 2~~

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~~Focus Area 7: Financial Stability ..... 14~~

Focus Area 1: Economic Vitality

Strategy Statement

The Town of Oro Valley is dedicated to fostering a thriving economy through strategic initiatives that prioritize workforce and commercial development, primary employment opportunities~~innovation~~, ~~employment and commercial development, workforce development,~~ and sustainable tourism. Over the next two years, the Town will capitalize on emerging technologies to drive data-informed economic growth and enhance competitiveness.

By strengthening partnerships with businesses, educational institutions, and regional stakeholders, Oro Valley aims to create an inclusive and vibrant economic ecosystem. Efforts will focus on recruiting and retaining major employers, supporting local businesses, and investing in infrastructure ~~such as broadband~~ to meet future needs. Through cohesive branding, robust marketing, and proactive planning, Oro Valley will ensure its economy remains resilient, adaptable to shifting trends, and aligned with the community's values and goals.

Guiding Principles

- **Foster Collaborative Partnerships**
  Strengthen ~~partnerships~~ relationships among businesses, educational institutions, and regional stakeholders to sustain ~~create~~ a vibrant, inclusive, and innovative economic ecosystem.
- **Commit to Quality Development**
  Ensure high standards in planning, design, and construction to align with Oro Valley's unique character, environmental sustainability, and long-term economic health.
- **Promote Sustainable Tourism**
  Invest in tourism initiatives that highlight Oro Valley's natural and cultural assets, community culture, and recreational opportunities ~~while supporting local businesses and maintaining environmental conservation~~.
- **Recruit and Retain Major Employers**
  Focus on recruiting major employers ~~to areas like Innovation Park~~ while nurturing relationships with existing employers to ensure their long-term viability ~~presence~~.
- **Ensure Business Growth and Sustainability**
  Aim to consistently gain more businesses ~~than are lost~~ and support the expansion of existing businesses to ~~solidify~~ foster a resilient local economy.

~~Councilmember-Recommended~~Strategic Plan Projects

1. **Innovation Park Primary Employment and Commercial Growth Strategy**: Evaluate and potentially expand existing ~~strategy~~ efforts to ~~strengthen~~ increase primary employment and commercial growth ~~at Innovation Park.~~

2. **Optimize Tourism Investment**: Analyze and implement opportunities for tourism investment with a focus on strategic cost-benefit analysis and overall community impact.
3. **Integrated Digital Tools Showcasing Oro Valley's Experiences:** Develop a digital platform complemented by physical signage to enhance access to information and curated experiences across Oro Valley's natural, historical, recreational, and cultural assets.

~~1. **Experiential Oro Valley Digital Tours**: Evaluate the development of digital tours showcasing Oro Valley's tourism assets, including public art, leisure travel and cultural destinations, enriched with immersive features like artist oral histories, cultural resource sites, and local recreation opportunities.~~

~~**Utilize Digital Tools to Showcase Oro Valley's Nature, History, and Culture**: Explore the use of digital tools to replace or supplement interpretive signs and wayfinding, enhancing the way residents and visitors engage with Oro Valley's natural, historical, and cultural assets.~~

~~2. **Targeted Supplier Attraction Strategy:** Develop targeted efforts to attract suppliers specializing in component manufacturing for key industries in Oro Valley and the Tucson region, strengthening the local supply chain and supporting economic growth.~~

~~3. **Innovation Park & Commercial Growth Strategy**: Plan for enhancing primary employment opportunities at Innovation Park and in Commercially zoned land and protecting land availability for primary employer site selection and commercial growth that will enhance revenue.~~

~~Decision-Point Projects~~

~~4. **Increase Tourism Investment**: Analyze and implement opportunities for increased tourism funding and return on investment and decouple from Visit Tucson resulting community benefits.~~

~~**Venture Capital Resources**: Research and develop strategies to expand venture capital opportunities for Oro Valley entrepreneurs~~.

~~5.~~4. **Broadband Infrastructure and Connectivity Strategy**: Identify and implement broadband solutions to ensure all areas of town have the necessary infrastructure for comprehensive coverage.

~~6.~~5. **Implement Retail Retention and Attraction Strategy:** Implement a retail retention and attraction strategy that executes recommendations from the completed retail leakage report, including educating the public on the benefits of shopping and dining locally, promoting a strong "Shop and Dine Local" program, and recruiting businesses that address identified leakage areas.

~~7.~~6. **Celebrate Oro Valley's History and Culture Through Community Events:** Develop and enhance community events and festivals that celebrate Oro Valley's local history, culture, and identity by strengthening existing programming and introducing new thematic experiences that reflect the community's heritage.

Focus Area 2: Culture and Recreation

Strategy Statement

The Town of Oro Valley is dedicated to fostering a vibrant community that values recreation, ~~the preservation of the~~ prioritizes community engagement, and user-centered improvement while ~~still preserving~~ respecting the desert ecosystem~~, and cultural enrichment~~. By prioritizing user-centered improvements, community engagement, and environmentally conscious ~~sustainable~~ practices~~, community engagement, and user-centered improvements~~, the Town aims to ~~adapt to evolving demographic needs and the environmental challenges while~~ foster~~ing~~ a vibrant and welcoming environment for residents and visitors alike that meets the community's recreational needs.

By prioritizing accessibility, cultural diversity, and innovative partnerships, Oro Valley will enhance recreational facilities, promote artistic expression, and support the natural environment, ensuring long-term resilience and a strong sense of community identity.

Guiding Principles

- ~~**Preserve the Desert Ecosystem**~~
  ~~Protect and restore the natural environment through sustainable land-use practices, native vegetation conservation, and invasive species mitigation.~~
- **Focus on Resident-Centered Recreation and Cultural Enrichments**
  Ensure recreational and cultural programs reflect the needs and expectations of Oro Valley residents by prioritizing community input, accessibility, and diverse opportunities.
- **Foster Community Engagement and Inclusivity**
  Actively engage residents, businesses, and organizations in cultural and recreational initiatives that reflect Oro Valley's identity and community.
- **Seek to Enhance Accessibility and User Experience**
  Improve accessibility, safety, and comfort in parks, trails, and recreational facilities to ensure equitable access for all ages and abilities.
- **Ensure ~~Sustainable~~ Responsible Growth ~~and Capacity~~**
  Promote diverse arts, cultural, and recreational programs that attract visitors and serve residents while balancing growth with the capacity to serve Oro Valley residents in a cost-effective manner.

~~Councilmember-Recommended~~Strategic Plan Projects

~~5. **Tree Master Plan for Parks**: Inventory existing shade in parks and develop plan to ensure replacement of mature trees leading to increased shaded areas and improved comfort for park users.~~

~~6.~~5. ~~**Park-to-Park Bike Routes**~~**Develop a Comprehensive Trails Plan**: ~~Evaluate bike route connections between major parks, such as JDK to Riverfront and Naranja to Vistoso Trails Nature Preserve, to enhance connectivity and promote active transportation~~.
Establish a long-range plan for multi-use paths, natural surface trails, and paved routes with

a focus on access, connectivity, maintenance standards, mapping, signage, and community outreach to enhance user experience and promote trail use.

~~7.~~6. **Enhance Senior Programming Opportunities**: Continue work ~~with the Senior Task Force~~ to ~~evaluate and~~ implement engaging senior programming ~~, with OVPD assistance,~~ that attract strong participation and foster collaboration with community organizations already serving older adults, including OVPD.~~.~~

~~8.~~7. **Comprehensive Recreation, Arts, and Venue Strategy**: Convene arts programming groups and facility owners (public and private) to align programming with available venues, ensuring diverse and accessible cultural opportunities.

~~**Coronado K-8 School Baseball Facility Enhancements**: Coordinate with Oro Valley Little League, and the Amphitheater School District, and Pima County for one year to identify and implement meaningful improvements to the baseball facilities at Coronado Middle School.~~

~~9.~~8. **JDK Park Outdoor Event Venue Feasibility**: Evaluate the feasibility of developing an outdoor venue ~~or covered stage~~ at JDK Park, including options for a permanent covered stage or movable equipment, to enhance the park's role as a hub for town events, including reconfiguration, private partnerships, and collaboration with community organizations.

~~10. **Vistoso Trails Nature Preserve Management Options**: Explore the feasibility of leasing Vistoso Trails Nature Preserve to local residents or surrounding HOAs, and/or establishing a special improvement district to enhance resident management, control, and stewardship.~~

~~11.~~9. **Vistoso Trails Nature Preserve Restoration and Development**: ~~Implement the Vistoso Trails Nature Preserve Desert Ecosystem Restoration Project by executing the restoration plan to preserve and restore natural habitats, enhance passive recreational opportunities, and ensure sustainability through activities such as habitat improvement, invasive species management, and securing necessary funding to support project goals.~~ Support Vistoso Trails Nature Preserve restoration and development.

~~12.~~10. **Recreational Amenities Financial Analysis**: Conduct a comprehensive financial analysis ~~and report on the expenses and revenues~~ of recreational amenities, including golf courses, the aquatic center, the community recreation center, and ~~all~~ individual parks.

~~13.~~11. **Golf Enterprise Fund Feasibility Analysis**: Evaluate the feasibility of transitioning town-operated golf courses to an enterprise fund model.

~~14.~~12. **Resident-Centered Parks ~~&~~ and Recreation Access Strategy**: Evaluate parks and recreation fees, programs and ~~parks and recreation fees and~~ access policies to ensure ~~opportunities in a way that prioritizes~~ Oro Valley residents - who pay taxes for these ~~capital projects~~amenities - receive prioritized benefits to include reduced rates, enhanced reservation opportunities, and other measures to strengthen resident access and value.~~.~~ ~~This should include reduced costs for residents, enhanced reservation opportunities, etc.~~

~~Decision-Point Projects~~

Focus Area 3: Public Safety

Strategy Statement

The Town of Oro Valley is committed to ~~ensuring~~ the safety and well-being of its residents, businesses, and visitors. ~~by investing in advanced technology;~~We maintain~~ing~~ high standards for law enforcement and ~~other~~ public safety personnel, , foster positive community-police interactions, and ~~improving~~ invest in essential public safety infrastructure.

Recognizing public safety as a collaborative ecosystem, the Town prioritizes coordination among key contributors, including the Oro Valley Police Department, Municipal Court, Legal Department, Golder Ranch Fire District, and the community at large.

Guiding Principles

- **Sustain and Strengthen Trust Through Community-Centered Policing**
  Foster meaningful relationships between law enforcement and the community by prioritizing transparency, collaboration, and proactive to ensure all residents feel safe, heard, and respected.
- **Maintain an Appropriately Staffed Police Force**
  Implement staffing strategies that align with community needs, balancing sworn and non-sworn positions to ensure efficient operations, resource optimization, and high-quality public safety services.
- **Promote Community Safety**
  Maintain a visible and proactive law enforcement presence in neighborhoods, schools, and on streets, with an emphasis on ~~school involvement~~community policing, crime prevention programs, response times, and collaboration with the Municipal Court and Legal Department.
- **Expand and Modernize Public Safety Infrastructure**
  Ensure public safety facilities and equipment meet current and future demands and enable efficient operations and a safe environment for all.

~~Councilmember-Recommended~~Strategic Plan Projects

14. **Long-Term Police Workforce Planning:** Commission an independent assessment of police workforce needs over the next 20 years by analyzing Oro Valley's growth, crime trends, and community input to establish objective criteria that balance public safety expectations with the need~~of~~ for additional officers.
~~15. **Community Integration and Safety Programs**: Enhance community engagement by expanding initiatives like Coffee with a Cop, self-defense courses, and safety education to strengthen relationships between police officers and residents.~~
~~16. Decision-Point Projects~~
15. **Evaluate the Use of Surveillance Cameras for Town Assets and Events:** Assess the feasibility, effectiveness, and potential impact of deploying surveillance systems to protect

public assets and enhance security during community events. ~~This evaluation will consider legal precedents, public sentiment, technological options, installation and ongoing costs, and privacy implications to ensure informed decision-making.~~

16. **Combating Cyber-Crime:** ~~Utilize advanced technologies to combat emerging forms of~~Strengthen cyber-crime~~, including AI-enabled crime, and enhance community safety, in part through community~~ education and response efforts tailored to Oro Valley residents.

Focus Area 4: Infrastructure and Town Assets

Strategy Statement

The Town of Oro Valley is dedicated to maintaining and enhancing its infrastructure and assets, such as good roads, bridges, water system, and stormwater, to meet the evolving needs of the community. By focusing on sustainability, efficient resource allocation, and proactive planning, the Town aims to provide safe, reliable, and high-quality infrastructure that supports long-term community well-being.

By fostering regional partnerships and embracing innovative solutions, Oro Valley aims to optimize asset utilization, promote sustainable growth, and deliver infrastructure improvements that enhance quality of life while reflecting the Town's commitment to fiscal responsibility and environmental stewardship.

Guiding Principles

- **Ensure Fiscal Responsibility and Long-Term Value**
  Implement cost-effective and sustainable infrastructure strategies, prioritizing road maintenance, water supply planning, and asset management to align with community needs and long-term growth.
- **Promote ~~Sustainability and~~ Resource Conservation for Oro Valley's Future**
  ~~Reduce environmental impact and conserve~~Protect natural resources and preserve the town's unique character by advancing water conservation ~~initiatives~~, managing invasive plants, and ~~adopting sustainable practices in~~reducing the environmental impact of infrastructure ~~development~~ and ~~town~~ operations.
- **Enhance Transportation and Mobility**
  Maintain high-quality roads with a focus on safety, efficiency, and accessibility for all users, including pedestrians and cyclists.
- **Maximize Asset Utilization**
  Optimize town-owned properties to meet community expectations, maintaining Oro Valley's aesthetic standards and delivering value through responsible use and development.
- **Engage as a Collaborative Partner**
  Actively participate in regional and large-scale initiatives, contributing Oro Valley's voice and expertise to influence favorable outcomes.
- **Invest in Functional and Accessible Facilities**
  Ensure Town facilities are well-maintained, accessible, and enable staff to deliver services effectively to community members.

~~Councilmember-Recommended~~Strategic Plan Projects

17. **Police Facility and Satellite Office Evaluation**: Continue to evaluat~~e~~ing and determine the preferred ~~option and funding source~~approach for addressing space needs at the police

department's main facility and satellite offices to ensure efficient and effective operations. This initiative includes ~~setting a two-year timeline for~~ decision-making, identifying funding sources, and advancing comprehensive facility planning.

~~18. **Police Main Facility Needs Assessment and Funding Plan:** Evaluate space, privacy, and technological requirements to determine the appropriate size and design of the Police Department's main facility to meet the needs of the current and future force. This includes developing a funding and revenue strategy to cover associated costs while ensuring efficient, secure, and sustainable operations.~~

~~19. **Participate in RTA Next Reauthorization:** Represent Oro Valley in Regional Transportation Authority (RTA) committees and outreach meetings to advocate for fair representation of the Town's long-term transportation needs.~~

~~20.~~18. **Oracle Highway Median Beautification**: Collaborate ~~and obtain grants~~ with the Arizona Department of Transportation to enhance medians at key commercial intersections along Oracle Highway ~~and,~~ creating a more welcoming and visually appealing town entrance by prioritizing cost-effective, low-maintenance solutions.

~~21. **Long-Term Maintenance Facilities Plan**: Update the ten-year plan for Public Works and Parks & Recreation maintenance facilities to ensure they meet future operational and community needs.~~

~~22.~~19. **Secondary Fueling Station Evaluation**: Assess the need for a second fueling station and other fueling options, including a cost-benefit analysis and fleet efficiency improvements for police vehicles and other smaller fleet vehicles.

~~23.~~20. **Invasive Plant Species Management Program**: Identify, remove, and actively manage invasive plant species on all town-owned properties. Provide guidance and incentives for private property owners to encourage community-wide participation in invasive species management.

21. **Resource Conservation and Renewable Energy Initiatives**: Identify opportunities to reduce the town's reliance on non-renewable resources and lower operational costs by installing resource conservation products in town facilities. This initiative will also explore ways to encourage businesses and residents to adopt similar practices.

~~24.~~

~~Decision-Point Projects~~

~~25.~~22. **Create a Transportation Infrastructure Plan:** ~~Create~~ Develop a comprehensive Transportation Infrastructure Plan that ~~plan to~~ establishes sustainable strategies for the construction, operation, and maintenance~~, and acceptable levels of service for~~ of the Town's transportation network. This initiative includes finalizing a town-wide roadway service standards document that consolidates roadway access and service level criteria into an easy-to-reference format for Council review.~~, ensuring alignment with current best practices and community needs.~~

~~26. **Optimize Town Property for Community Events:** Assess underutilized Town-owned properties and explore opportunities to create or enhance spaces for community events.~~

~~27. **Complete Operations Laydown Yard Infrastructure:** Complete necessary infrastructure upgrades.~~

~~28. **Reduce Potable Water Usage in Town Operations:** Implement initiatives to lower reliance on potable water across Town operations, promoting resource conservation and sustainability.~~

~~29.~~23. ~~**Determine** **Evaluate** **Rooney Ranch Property Use:** Continue to evaluate and determine the preferred approach for ~~Support Council as they explore~~ potential uses for the Rooney Ranch property to ensure optimal alignment with community needs and Town priorities.

~~30. **RTA Replacement Program and Funding:** For Town Council approval, prepare an alternative funding strategy if the RTA Next plan fails.~~

~~31.~~24. **Coordinated Waste and Recycling Pickup:** Develop an RFP template ~~and collaborate with~~ for HOAs and collaborate with HOAs on public streets to streamline and coordinate weekly garbage and recycling hauling services, reducing wear on public streets and enhancing service efficiency.

Focus Area 5: Land Use and Design

Strategy Statement

The Town of Oro Valley is dedicated to fostering thoughtful, sustainable land use and high ~~modern~~ design standards that ~~reflect~~ balance the community's evolving needs ~~while maintaining~~with its traditional character and values. By ~~addressing~~ resolving code inconsistencies ~~in existing codes~~, engaging residents in planning the future, and leveraging innovative technologies, ~~and adapting to changing demographics~~, the Town ~~aims to a more~~fosters a business-friendly environment while preserving the integrity of its neighborhoods and natural landscapes.

Guiding Principles

- **Maintain Oro Valley's Unique Character**
  Preserve the town's distinctive identity by integrating cohesive design standards that honor the natural desert and mountain landscapes while upholding Oro Valley's high-quality aesthetic expectations.
- **Strategically Manage Growth and Redevelopment**
  Promote thoughtful development that supports opportunities to live, work, shop, and play while preserving the community's neighborly feel and meeting housing needs of citizens to age in place.
- ~~**Modernize Land Use Standards**~~ **Advance Thoughtful and Transparent Design**
  Ensure ~~Modernize~~ zoning codes, design standards, and regulations reflect best practices, promote transparency, and enable high-quality~~, sustainable~~ development that align~~sed~~ with the General Plan and the character of Oro Valley.
- ~~**Promote Sustainable Design**~~
  ~~Encourage developments that align with environmental sustainability, preserve native vegetation, minimize environmental impact, and promotes residential/retail mixed use.~~
- **Protect and Restore the Desert Ecosystem**
  Champion environmental stewardship through land-use practices that preserve native vegetation, reduce ecological impact, and support the long-term health of Oro Valley's natural environment.

~~Councilmember-Recommended~~Strategic Plan Projects

~~**32. Strategies to Activate Commercial Development**: Develop zoning tools and integrated residential strategies to stimulate hard-to-develop commercial areas, ensuring commercial development aligns with community and economic goals, fostering economic vitality, and energizing underutilized commercial areas.~~

~~33.~~**25.** **Residential Animal Husbandry Zoning Review**: Reevaluate residential animal husbandry zoning regulations, incorporating public input to consider potential code changes for personal use and local businesses while aligning with Arizona and USDA exempt producer guidelines.

~~34.~~26. **Reducing Water Use in Residential Landscaping**: Develop a public awareness campaign to promote water-efficient landscaping and reduce residential landscape water use by a measurable amount.~~10%.~~

~~Decision-Point Projects~~

~~35.~~27. **OV Path Forward:** Continue development of the OV Path Forward Initiative, including working groups, policies, and action items, leading to approval and implementation.

~~36. **Updated Standards for New Planned Area Developments:** Revise PAD standards and requirements for new proposals to incorporate modern code considerations not updated since the 1990s.~~

~~37. **Planned Area Development Standardization:** Address discrepancies in planned area developments and create a searchable format to improve accessibility and reduce public confusion.~~

~~38. **Code Update - Development Design**: Update development design standards to ensure design outcome aligns with community expectations.~~

~~39. **Public Art Maintenance:** Develop a program for maintaining legacy public art, ensuring long-term preservation and aesthetic quality.~~

~~40.~~28. **Outdoor Lighting Code Update**: Update the Town's lighting code to preserve the night sky and align with Pima County standards.

~~41. **Assess Neighborhood Meeting Process**: Reevaluate the neighborhood meeting process to align with community needs while providing important context to decision-makers.~~

~~42. **OV Projects Update:** Assess the functionality of the OV projects mapping tool to determine opportunities for improvement or replacement with a more user-friendly platform that enhances usability, improves access to information, and delivers a strong return on investment to meet community needs.~~

Focus Area 6: Effective and Efficient Government

Strategy Statement

The Town of Oro Valley is dedicated to fostering a high-performing, innovative, and adaptive government~~,~~ that effectively meets the needs of its residents, employees, and partners. By improving operational efficiencies, leveraging technology, ~~improving operational efficiencies,~~ and prioritizing employee development and retention, the Town aims to provide exceptional services, safeguard resources, and ensure long-term organizational resilience while adapting to state-mandated financial challenges.

Guiding Principles

- **Enhance Operational Efficiency**
  Simplify processes, align performance metrics, and coordinate reporting to optimize resource utilization and improve service delivery.
- **Promote a Thriving Workforce**
  Build a skilled and service-oriented workforce by offering competitive compensation, supportive benefits, and ~~fostering~~ a workplace culture ~~of~~ rooted in community care and dedication.
- **Foster Organizational Resilience**
  Strengthen planning for health, safety, and continuity to ensure the government can adapt and respond effectively to evolving challenges.
- **Enhance Public Engagement and Transparency**
  Develop collaborative partnerships, increase communication through diverse platforms, and implement outreach initiatives to ensure residents understand government activities and actively contribute to governance.
- **Improve Resident Satisfaction and Service Quality**
  Focus on responsiveness to residents, consistently improve services, and ensure public satisfaction through effective communication, operational excellence, and thoughtful program delivery.

~~Councilmember-Recommended~~Strategic Plan Projects

~~43.~~29. **Regional Intergovernmental Cooperative Services**: Identify opportunities for regional collaboration to reduce costs and improve efficiency through intergovernmental cooperative services.

~~44. **Optimize Customer Service Function:** Evaluate cost/benefits of enhanced centralized customer service functions.~~

~~Decision-Point Projects~~

~~45. **Fleet Electrification Feasibility Study:** Assess the feasibility of incorporating electric or hybrid models into the Town fleet to reduce local environmental impact and improve current vehicle use efficiency.~~

~~46.~~30. **Oro Valley Network Re-Architecture:** Transform the network infrastructure to improve security, performance, and resilience, focusing on critical systems like Public Safety and the Water Utility.

~~47.~~31. **Explore AI Technology to ~~Streamline~~ Further Improve Customer Service Inquiries:** Conduct research and evaluate the potential of artificial intelligence chatbots to enhance customer service by providing residents with timely, accurate responses to common inquiries.

Focus Area 7: Financial Stability

Strategy Statement

The Town of Oro Valley is committed to maintaining long-term financial stability by enhancing operational efficiencies, optimizing resource allocation, ~~enhancing operational efficiencies,~~ and proactively addressing economic uncertainties. By securing external funding, adapting to shifting fiscal conditions, and leveraging economically mature ~~retail/~~commercial/retail annexation ~~areas~~opportunities, ~~securing external funding, and adapting to shifting fiscal conditions,~~ the Town aims to ensure the delivery of high-quality services, programs, facilities, and infrastructure while preserving and improving its financial health.

Guiding Principles

- **Diversify Revenue for Stability**
  Develop a balanced revenue portfolio by diversifying income streams, structuring fees to align with maintenance and capacity needs, and exploring new revenue sources acceptable to the community, including the pursuit of strategic annexations, partnerships, and innovative funding opportunities.
- **Leverage External Resources**
  Secure funding from grants, regional programs, and other external sources to reduce reliance on local tax revenues while supporting critical projects and initiatives.
- **Ensure Fiscal Responsibility**
  Maintain a balanced budget, ~~develop~~ implement a sustainable 5-year financial forecast, and ~~carefully~~ manage debt and expenditures to uphold ~~the town's~~ financial stability while ~~delivering high-quality~~optimizing services~~. Carefully evaluate budget to look for efficiency opportunities and reduce costs for citizens~~ and minimizing costs for residents.
- **Promote Transparency and Community Communication**
  Foster clear, accessible communication about the town's budget, fee structures, and financial priorities to build public trust and encourage resident engagement in financial decision-making.

~~Councilmember-Recommended~~Strategic Plan Projects

~~48.~~32. **Annex Mature Retail/Commercial Areas:** Target high-potential commercial and retail areas for annexation to strengthen the Town's economic base and drive sustained revenue growth.

~~49.~~33. **Benchmark Revenue Sources:** Conduct ongoing monitoring and benchmarking of the Town's major revenue sources against municipalities in the region to enhance financial resilience, maintain competitiveness, and adapt to evolving economic conditions.

~~50.~~34. **Analyze the Annexation of State Lands**: Conduct an internal analysis of the feasibility and strategic implications of annexing the Arroyo Grande area and other state-owned lands along the Town's western boundary. This includes evaluating opportunities

and challenges, aligning with long-term growth and planning goals, and, if feasible and desired reengage stakeholders to evaluate ~~support~~ a coordinated annexation strategy.

~~51.~~35. **Budget Efficiency and~~&~~ Cost Reduction Initiative:** Carefully evaluate budget to look for efficiency opportunities and reduce costs for citizens.

Town Council Regular Session **4.**

Meeting Date: 06/18/2025

Requested by: Mayor Winfield and Councilmember Murphy

Submitted By: Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING THE COMMUNITY CENTER FUND AND THE HALF CENT RECREATIONAL SALES TAX

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

This item was requested by Mayor Winfield and Councilmember Murphy.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to...

Attachments

Community Center Fund History 2015-2024

Appendix 2 Golf Analysis

Bed Tax	Impound Fee	Community Center	Totals
$ 988,449	$	$ 506,710	$ 1,495,159
			2,958,980
			54,648
	47,700		219,721
		520,484	649,976
6,096			44,459
			17,635
994,545	47,700	1,027,194	5,440,578
602,474	26,611		629,085
			334,243
			2,602,321
		1,164,098	1,164,098
		37,874	1,997,202
602,474	26,611	1,201,972	6,726,949
392,071	21,089	(174,778)	(1,286,371)
		1,200,000	1,200,000
(352,543)			(352,543)
(352,543)		1,200,000	847,457
39,528	21,089	1,025,222	(438,914)
425,099	7,346		5,484,231
$ 464,627	$ 28,435	$ 1,025,222	$ 5,045,317

TOWN OF ORO VALLEY, ARIZONA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
COMMUNITY CENTER
YEAR ENDED JUNE 30, 2016

	Budgeted Amounts Original & Final	Actual	Variance with Final Budget Positive (Negative)
Revenues:			
Sales taxes	$ 2,000,000	$ 2,030,750	$ 30,750
Charges for services	5,400,763	3,721,843	(1,678,920)
Contributions and donations		149,513	149,513
Other		3,946	3,946
Total revenues	7,400,763	5,906,052	(1,494,711)
Expenditures:			
Current -			
Culture and recreation	6,472,097	6,064,651	407,446
Capital outlay	1,720,000	1,542,988	177,012
Debt service -			
Principal retirement	180,109	180,109	
Interest and fiscal charges	24,995	24,995	
Total expenditures	8,397,201	7,812,743	584,458
Excess (deficiency) of revenues over expenditures	(996,438)	(1,906,691)	(910,253)
Other financing sources (uses):			
Capital lease agreements		1,043,214	1,043,214
Total other financing sources (uses):		1,043,214	1,043,214
Changes in fund balances	(996,438)	(863,477)	132,961
Fund balances, beginning of year		1,025,222	1,025,222
Fund balances (deficits), end of year	$ (996,438)	$ 161,745	$ 1,158,183

See accompanying notes to this schedule.

TOWN OF ORO VALLEY, ARIZONA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
COMMUNITY CENTER
YEAR ENDED JUNE 30, 2017

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues:				
Sales taxes	$ 2,105,163	$ 2,105,163	$ 2,199,466	$ 94,303
Charges for services	4,482,214	4,482,214	3,873,067	(609,147)
Other	27,861	27,861	5,438	(22,423)
Total revenues	6,615,238	6,615,238	6,077,971	(537,267)
Expenditures:				
Current -				
Culture and recreation	6,424,366	6,424,366	6,242,892	181,474
Capital outlay	496,000	496,000	72,414	423,586
Debt service -				
Principal retirement			207,674	(207,674)
Interest and fiscal charges			43,893	(43,893)
Total expenditures	6,920,366	6,920,366	6,566,873	353,493
Excess (deficiency) of revenues over expenditures	(305,128)	(305,128)	(488,902)	(183,774)
Other financing sources (uses):				
Transfers in		350,000	350,000	
Transfers out	(120,000)	(120,000)	(120,000)	
Total other financing sources (uses):	(120,000)	230,000	230,000	
Changes in fund balances	(425,128)	(75,128)	(258,902)	(183,774)
Fund balances, beginning of year			161,745	161,745
Fund balances (deficits), end of year	$ (425,128)	$ (75,128)	$ (97,157)	$ (22,029)

See accompanying notes to this schedule.

TOWN OF ORO VALLEY, ARIZONA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
COMMUNITY CENTER
YEAR ENDED JUNE 30, 2018

	Budgeted Amounts Original & Final	Actual	Variance with Final Budget Positive (Negative)
Revenues:			
Sales taxes	$ 2,308,112	$ 2,330,941	$ 22,829
Charges for services	4,159,931	4,382,588	222,657
Other	27,861	963	(26,898)
Total revenues	6,495,904	6,714,492	218,588
Expenditures:			
Current -			
Culture and recreation	6,034,662	6,224,845	(190,183)
Capital outlay	44,075	45,464	(1,389)
Debt service -			
Principal retirement	215,802	215,802	
Interest and fiscal charges	35,706	36,831	(1,125)
Total expenditures	6,330,245	6,522,942	(192,697)
Excess (deficiency) of revenues over expenditures	165,659	191,550	25,891
Other financing sources (uses):			
Transfers out	(165,956)	(165,956)	
Total other financing sources (uses)	(165,956)	(165,956)	
Changes in fund balances	(297)	25,594	25,891
Fund balances (deficits), beginning of year		(97,157)	(97,157)
Fund balances (deficits), end of year	$ (297)	$ (71,563)	$ (71,266)

See accompanying notes to this schedule.

TOWN OF ORO VALLEY, ARIZONA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
COMMUNITY CENTER
YEAR ENDED JUNE 30, 2019

	Budgeted Amounts Original & Final	Actual	Variance with Final Budget Positive (Negative)
Revenues:			
Sales taxes	$ 2,384,558	$ 2,469,464	$ 84,906
Charges for services	4,253,088	4,266,744	13,656
Investment income:			
Interest		7,601	7,601
Net increase in the fair value of investments		8,580	8,580
Other	19,502		(19,502)
Total revenues	6,657,148	6,752,389	95,241
Expenditures:			
Current -			
Culture and recreation	6,057,701	5,629,148	428,553
Capital outlay	50,950	125,987	(75,037)
Debt service -			
Principal retirement	206,113	206,113	
Interest and fiscal charges	30,298	30,298	
Total expenditures	6,345,062	5,991,546	353,516
Excess (deficiency) of revenues over expenditures	312,086	760,843	448,757
Other financing sources (uses):			
Transfers out	(253,999)	(253,999)	
Total other financing sources (uses)	(253,999)	(253,999)	
Changes in fund balances	58,087	506,844	448,757
Fund balances (deficits), beginning of year, as restated		(10,912)	(10,912)
Fund balances, end of year	$ 58,087	$ 495,932	$ 437,845

See accompanying notes to this schedule.

TOWN OF ORO VALLEY, ARIZONA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – COMMUNITY CENTER FUND

FOR THE YEAR ENDED JUNE 30, 2020

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Sales taxes	$ 2,478,552	$ 2,478,552	$ 2,584,916	$ 106,364
Charges for services	4,270,053	4,270,053	3,940,063	(329,990)
Investment income:				
Interest	-	-	19,462	19,462
Net increase in fair value of investments	-	-	10,697	10,697
Total Revenues	6,748,605	6,748,605	6,555,138	(193,467)
EXPENDITURES				
Current:				
Culture and recreation	5,825,291	5,825,291	5,545,844	279,447
Capital outlay	106,500	106,500	123,002	(16,502)
Debt service:				
Principal retirement	225,539	225,539	220,133	5,406
Interest and fiscal charges	25,057	25,057	30,463	(5,406)
Contingency	545,531	545,531	-	545,531
Total Expenditures	6,727,918	6,727,918	5,919,442	808,476
REVENUES OVER (UNDER) EXPENDITURES	20,687	20,687	635,696	615,009
OTHER FINANCING SOURCES (USES)				
Transfers out	(268,810)	(268,810)	(268,810)	-
NET CHANGE IN FUND BALANCE	(248,123)	(248,123)	366,886	615,009
FUND BALANCE, Beginning of year	-	-	495,932	495,932
FUND BALANCE, End of year	$ (248,123)	$ (248,123)	$ 862,818	$ 1,110,941

See notes to required supplementary information

TOWN OF ORO VALLEY, ARIZONA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – COMMUNITY CENTER FUND

FOR THE YEAR ENDED JUNE 30, 2021

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Sales taxes	$ 2,492,960	$ 2,492,960	$ 2,947,420	$ 454,460
Charges for services	4,479,650	4,479,650	4,508,524	28,874
Investment income:				
Interest	1,000	1,000	18,765	17,765
Net increase in fair value of investments	-	-	(14,312)	(14,312)
Other	125,000	125,000	127,060	2,060
Total Revenues	7,098,610	7,098,610	7,587,457	488,847
EXPENDITURES				
Current:				
Culture and recreation	5,474,582	5,474,582	5,383,094	91,488
Capital outlay	1,124,500	1,124,500	193,529	930,971
Debt service:				
Principal retirement	-	-	33,937	(33,937)
Interest and fiscal charges	-	-	4,620	(4,620)
Contingency	578,611	578,611	-	578,611
Total Expenditures	7,177,693	7,177,693	5,615,180	1,562,513
REVENUES OVER (UNDER) EXPENDITURES	(79,083)	(79,083)	1,972,277	2,051,360
OTHER FINANCING SOURCES (USES)				
Transfers out	(278,302)	(278,302)	(158,302)	120,000
NET CHANGE IN FUND BALANCE	(357,385)	(357,385)	1,813,975	2,171,360
FUND BALANCE, Beginning of year	-	-	862,818	862,818
FUND BALANCE, End of year	$ (357,385)	$ (357,385)	$ 2,676,793	$ 3,034,178

See notes to required supplementary information

TOWN OF ORO VALLEY, ARIZONA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – COMMUNITY CENTER FUND

FOR THE YEAR ENDED JUNE 30, 2022

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Sales taxes	$ 2,932,798	$ 2,932,798	$ 3,535,507	$ 602,709
Charges for services	4,339,467	4,339,467	5,964,727	1,625,260
Investment income:				
Interest	1,000	1,000	28,785	27,785
Net decrease in fair value of investments	-	-	(193,826)	(193,826)
Other	125,000	125,000	160,532	35,532
Total Revenues	7,398,265	7,398,265	9,495,725	2,097,460
EXPENDITURES				
Current:				
Culture and recreation	5,788,109	5,788,109	5,847,580	(59,471)
Capital outlay	132,500	132,500	139,003	(6,503)
Debt service:				
Principal retirement	-	-	15,736	(15,736)
Interest and fiscal charges	-	-	1,345	(1,345)
Contingency	250,000	250,000	-	250,000
Total Expenditures	6,170,609	6,170,609	6,003,664	166,945
REVENUES OVER (UNDER) EXPENDITURES	1,227,656	1,227,656	3,492,061	2,264,405
OTHER FINANCING SOURCES (USES)				
Insurance recoveries	-	-	7,262	7,262
Transfers out	(1,868,519)	(1,868,519)	(315,658)	1,552,861
Total other financing sources (uses)	(1,868,519)	(1,868,519)	(308,396)	1,560,123
NET CHANGE IN FUND BALANCE	(640,863)	(640,863)	3,183,665	3,824,528
FUND BALANCE, Beginning of year	-	-	2,676,793	2,676,793
FUND BALANCE, End of year	$ (640,863)	$ (640,863)	$ 5,860,458	$ 6,501,321

See notes to required supplementary information

TOWN OF ORO VALLEY, ARIZONA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – COMMUNITY CENTER FUND
FOR THE YEAR ENDED JUNE 30, 2023

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Sales taxes	$ 3,477,236	$ 3,477,236	$ 3,713,654	$ 236,418
Charges for services	4,868,049	4,868,049	6,265,647	1,397,598
Investment income:				
Interest	3,000	3,000	50,784	47,784
Net increase in fair value of investments	-	-	59,939	59,939
Other	159,050	159,050	178,552	19,502
Total Revenues	8,507,335	8,507,335	10,268,576	1,761,241
EXPENDITURES				
Current:				
Culture and recreation	6,419,192	6,419,192	6,772,295	(353,103)
Capital outlay	2,666,700	2,666,700	1,467,015	1,199,685
Debt service:				
Principal retirement	-	-	161,740	(161,740)
Interest and fiscal charges	-	-	16,914	(16,914)
Contingency	3,000,000	3,000,000	-	3,000,000
Total Expenditures	12,085,892	12,085,892	8,417,964	3,667,928
REVENUES OVER/(UNDER) EXPENDITURES	(3,578,557)	(3,578,557)	1,850,612	5,429,169
OTHER FINANCING SOURCES/(USES)				
Sale of assets	-	-	11,293	11,293
Financed purchase agreements	-	-	81,722	81,722
Transfers out	(4,085,380)	(4,085,380)	(6,795,852)	(2,710,472)
Total other financing sources/(uses)	(4,085,380)	(4,085,380)	(6,702,837)	(2,617,457)
NET CHANGE IN FUND BALANCE	(7,663,937)	(7,663,937)	(4,852,225)	2,811,712
FUND BALANCE, Beginning of year	5,860,458	5,860,458	5,860,458	-
FUND BALANCE, End of year	$ (1,803,479)	$ (1,803,479)	$ 1,008,233	$ 2,811,712

See notes to required supplementary information

TOWN OF ORO VALLEY, ARIZONA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – COMMUNITY CENTER FUND
FOR THE YEAR ENDED JUNE 30, 2024

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Sales taxes	$ 3,726,016	$ 3,726,016	$ 3,806,551	$ 80,535
Charges for services	5,785,386	5,785,386	7,488,363	1,702,977
Investment income:				
Interest	35,000	35,000	33,052	(1,948)
Net decrease in fair value of investments	-	-	(3,904)	(3,904)
Other	162,050	162,050	162,550	500
Total Revenues	9,708,452	9,708,452	11,486,612	1,778,160
EXPENDITURES				
Current:				
Culture and recreation	6,619,982	6,619,982	7,107,757	(487,775)
Capital outlay	1,820,500	2,197,500	1,659,167	538,333
Debt service:				
Principal retirement	-	-	182,550	(182,550)
Interest and fiscal charges	-	-	14,569	(14,569)
Contingency	500,000	100,000	-	100,000
Total Expenditures	8,940,482	8,917,482	8,964,043	(46,561)
REVENUES OVER/(UNDER) EXPENDITURES	767,970	790,970	2,522,569	1,731,599
OTHER FINANCING SOURCES/(USES)				
Sale of assets	-	-	1,518	1,518
Transfers out	(1,717,203)	(1,717,203)	(1,717,203)	-
Total other financing sources/(uses)	(1,717,203)	(1,717,203)	(1,715,685)	1,518
NET CHANGE IN FUND BALANCE	(949,233)	(926,233)	806,884	1,733,117
FUND BALANCE, Beginning of year	1,008,233	1,008,233	1,008,233	-
FUND BALANCE, End of year	$ 59,000	$ 82,000	$ 1,815,117	$ 1,733,117

See notes to required supplementary information

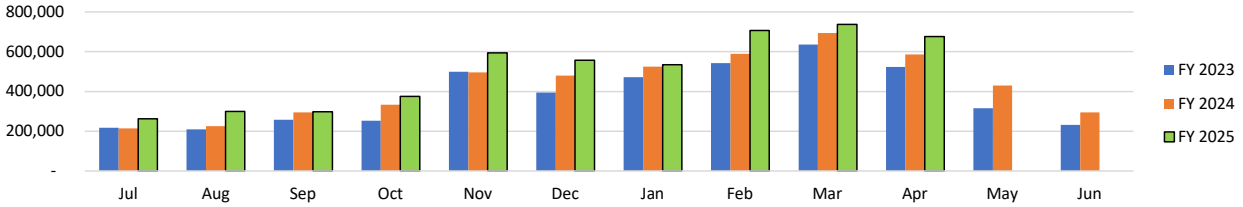
Town of Oro Valley
Golf Analysis

Operating:	PRE AGREEMENT						POST AGREEMENT				Through Apr	*Budget*	Cumulative
	FY 2015	**FY 2016**	**FY 2017**	**FY 2018**	**FY 2019**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY2024**	**FY2025**	**FY 2025**	**Actuals**
Revenue													
36 Hole	500,158	1,883,452	1,798,304	2,171,484	2,367,136	2,593,395	3,522,083	3,674,489	3,856,880	4,724,718	4,188,506	4,015,000	31,280,604
Pusch Ridge	-	105,370	99,134	59,726	106,184	98,316	-	380,375	414,225	528,346	562,292	479,025	2,353,968
F&B - Overlook	-	606,171	708,594	745,766	671,582	554,336	448,782	671,479	725,222	766,679	747,691	746,550	6,646,302
Total Revenue	500,158	2,594,993	2,606,032	2,976,976	3,144,902	3,246,047	3,970,865	4,726,343	4,996,327	6,019,743	5,498,489	5,240,575	40,280,874
Expenses													
36 Hole	1,112,252	3,588,714	3,936,889	3,817,932	3,771,706	3,891,341	3,915,216	3,740,982	3,929,757	4,263,007	3,532,140	4,183,688	39,499,936
Pusch Ridge	-	253,513	256,769	236,160	230,196	287,112	-	319,702	390,959	478,320	455,713	458,827	2,908,444
F&B - Overlook	-	861,740	823,383	841,866	785,499	701,538	440,382	630,509	596,910	684,037	633,919	701,378	6,999,783
Total Expenses	1,112,252	4,703,967	5,017,041	4,895,958	4,787,401	4,879,991	4,355,598	4,691,193	4,917,626	5,425,364	4,621,772	5,343,893	49,408,163
Profit/(Loss)													
36 Hole	(612,094)	(1,705,262)	(2,138,585)	(1,646,448)	(1,404,570)	(1,297,946)	(393,133)	(66,493)	(72,877)	461,711	656,366	(168,688)	(8,219,331)
Pusch Ridge	-	(148,143)	(157,635)	(176,434)	(124,012)	(188,796)	-	60,673	23,266	50,026	106,579	20,198	(554,476)
F&B - Overlook	-	(255,569)	(114,789)	(96,100)	(113,917)	(147,202)	8,400	40,970	128,312	82,642	113,772	45,172	(353,481)
Total Operating Profit/(Loss)	(612,094)	(2,108,974)	(2,411,009)	(1,918,982)	(1,642,499)	(1,633,944)	(384,733)	35,150	78,701	594,379	876,717	(103,318)	(9,127,288)
Capital Investments		45,116	47,909	29,464	-	-	131,035	2,828,061	4,619,904	2,184,848	730,397	835,000	10,616,735
Initial purchase (1)		300,000	350,000	350,000									1,000,000
Notes: (1) $1,000,000 original purchase of courses and community center													
1/2 cent sales tax	506,710	2,030,750	2,199,466	2,330,941	2,463,034	2,584,916	2,947,420	3,535,507	3,707,578	3,792,744	3,256,774	3,726,016	29,355,840
HOA contributions	-	-	-	-	-	-	125,000	159,050	159,050	159,050	159,050	159,050	761,200

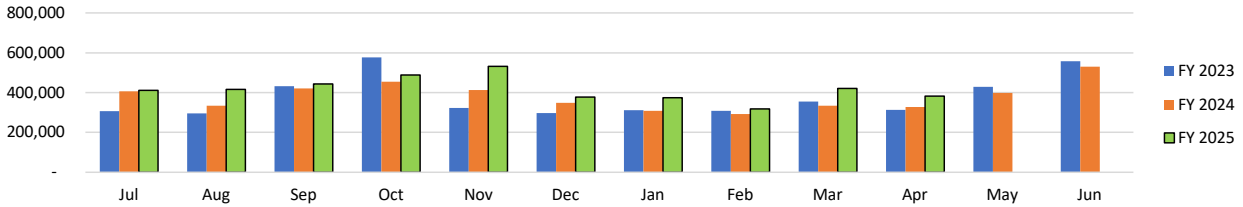
Town of Oro Valley
Golf Analysis - Contractor Financials

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2023												
Gross Income	218,180	210,232	258,241	252,747	499,632	394,901	472,032	541,889	636,010	523,324	315,175	231,708
Expenses	306,974	296,210	432,727	576,529	322,700	297,856	310,847	307,918	355,497	313,621	429,007	558,232
Net Income/(Loss)	(88,794)	(85,978)	(174,487)	(323,782)	176,932	97,044	161,185	233,971	280,512	209,703	(113,832)	(326,524)
FY 2024												
Gross Income	213,698	225,040	295,419	332,783	495,412	480,305	525,109	589,339	694,275	586,473	430,577	294,092
Expenses	406,558	333,614	420,523	454,504	412,959	349,298	308,213	291,616	334,623	326,900	398,960	530,376
Net Income/(Loss)	(192,860)	(108,573)	(125,103)	(121,721)	82,453	131,007	216,896	297,723	359,652	259,573	31,617	(236,284)
FY 2025												
Gross Income	263,005	299,163	297,857	375,363	594,117	556,764	534,838	706,996	737,685	675,958		
Expenses	411,466	416,806	442,887	488,946	531,458	378,085	374,611	318,371	420,446	381,953		
Net Income/(Loss)	(148,461)	(117,643)	(145,030)	(113,583)	62,659	178,679	160,226	388,625	317,239	294,005	-	-

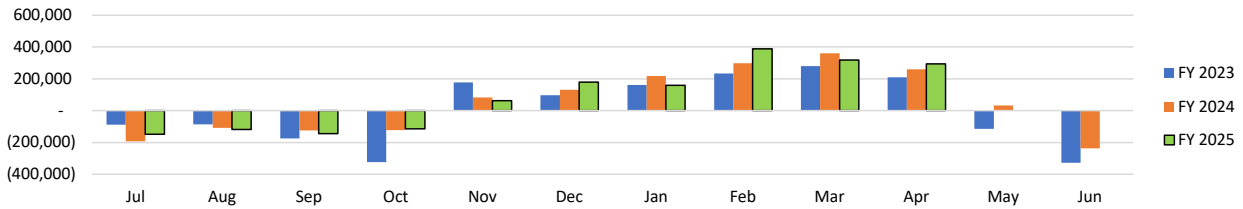
Comparison of Gross Income by Month - Total Golf Operations



Comparison of Total Expenses by Month - Total Golf Operations



Comparison of Net Income/(Loss) by Month - Total Golf Operations



Town Council Regular Session **24. 1.**

Meeting Date: 06/18/2025

Requested by: Bayer Vella, Community and Economic Development

Submitted By: Milini Simms, Community and Economic Development

Case Number: Not applicable

SUBJECT:

DISCUSSION AND FEEDBACK ON THE 30% DRAFT OF THE COMMUNITY'S NEXT 10-YEAR ACTION PLAN, KNOWN AS OV'S PATH FORWARD

RECOMMENDATION:

This item is for discussion only. The Town Council is not being asked to take any action on this item. The complete draft of the plan will be presented to the Town Council for approval in 2026 before the public vote later that year.

EXECUTIVE SUMMARY:

The number one priority of this project is to achieve community-wide consensus. This is the only planning project that is not ultimately approved by the Town Council. It is entirely subject to community acceptance as a ballot measure in the 2026 election. It is imperative to achieve alignment between resident survey responses, event results, online discussions, Resident Working Group participants, all Town boards and commissions and the Town Council.

The purpose of this item is to present and gather feedback on the 30% draft of OV's Path Forward, the community's next 10-year action plan. The 30% draft plan is included in Attachment 1 and was also provided to the Town Council on May 23, 2025. It is crucial to establish a solid foundation for the plan now, before proceeding to the next steps in this process.

The Town Council is tasked with reviewing the draft to ensure it accurately reflects the majority of resident voices heard during Phase 1 of this important community effort. Any proposed changes must align with the guidance provided by residents in Phase 1. Demonstrating that the plan adheres to residents' guidance will be the primary focus of educating and preparing voters for the 2026 election.

The 30% draft reflects the interrelated work of 4 Resident Working Groups. Approximately 116 residents met 25 times between February and May to further develop and refine draft goals, policies and actions that will guide Oro Valley's future. The working groups' primary goal was to create a plan that honors the substantial number of resident voices heard in Phase 1.

By working together, residents with differing perspectives achieved consensus, finding the initial drafts of approximately 13 guiding principles, 30 draft goals, 78 draft policies, and 255 draft actions reflected the majority of resident voices heard during Phase 1. Once approved by the voters in 2026, the Town will begin implementing the actions over a 10-year time frame to turn the community's vision into a reality.

Key Themes and Direction:

- Similar to Phase 1, residents value Oro Valley's quality of life. Approximately 55% of the draft actions are related to maintaining existing services or programs. Examples include producing financial reports, a variety of park and recreation programs, and opportunities for resident engagement in town processes.
- Approximately 31% of the actions expand upon the Town's current efforts. Examples include expanding the types of recycling events, making the Town's website more searchable, and utilizing a variety of methods and tools to engage residents of all ages.
- Approximately 14% of actions represent new programs or projects. Examples include creating a Climate Resiliency and Sustainability Plan, code amendments to accommodate mixed-use developments, and creating community gathering spaces.
- Several groups supported appropriate mixed-use development in targeted areas. The groups identified potential locations and updated the Neighborhood-Commercial Office General Plan Land Use Designation to accommodate mixed-use development and ensure higher-density, residential development complements commercial areas.
- Every group encouraged the use of volunteers and partnerships with community resources to address some of the community's priorities and expectations for OV's future.
- The Development Resident Working Group reviewed the land use map for potential changes. The group recommends expanding the Planning Area Boundary, Urban Service Boundary and growth areas. The only making parcel-specific changes recommended are housekeeping to align the land use map with existing zoning and approved developments. These changes do not grant any property rights, nor do they affect existing developments. However, they do help eliminate public confusion and make the map more accurate. Please see pages 50-53 in Attachment 1 for more information about the land use map changes.

Next steps:
Resident Working Groups, stakeholders, boards, commissions, the Youth Advisory Council and Town Council feedback will be incorporated into revised drafts of the plan. The 60% polished draft will be a fully designed, web-based plan (with a PDF supplement) with additional sections like an introduction, glossary, maps, graphics, and more. The 60% draft will be presented to the Resident Working Groups in August for consensus. Once consensus is achieved, it will be promoted to the broader community for review and comment. Following the 60% draft review, a 90% and 100% draft will be presented to the Town Council.

BACKGROUND OR DETAILED INFORMATION:

The effort to create the next 10-year community action plan is divided into three phases. Residents are the top priority throughout each phase. They are invited to participate, get information, engage, and now, collaborate to create a plan that reflects the majority of their voices. The goal of this effort is to empower residents to confidently vote on the plan in November 2026.

Working with residents to create the next 10-year action plan, also known as a general plan, launched in October 2023 with Phase 1: "Let's Talk." **The Town's most comprehensive outreach was conducted during Phase 1 to ensure the plan reflects the views of most residents.**

Residents provided over 9,000 responses through a statistically representative survey, events, and online. Resident values, priorities, and expectations for OV's future were surprisingly consistent across all three engagement tools. This consistency provided a solid foundation for Resident Working Groups to begin transforming the insights gathered in Phase 1 into draft goals, policies, and implementation actions.

Phase 2: "Let's Think" began in January 2025 with around 116 residents, each with varied experiences and perspectives, who contributed further guidance to shape the draft plan. All Oro Valley residents were invited to participate and had the opportunity to contribute to topics of interest through online discussions and meetings. The number one priority is creating a plan that honors the resident voices heard in Phase 1.



Spectrum of resident participation

Through 25 meetings, participants reached a consensus that the drafts were moving in the right direction and effectively reflected the voices of residents.

DISCUSSION/ANALYSIS
The 30% draft (Attachment 1) honors the resident voices heard in Phase 1 and incorporates additional guidance residents provided in Phase 2. Its purpose is to facilitate further review and refinement of the draft guiding principles, goals, policies, and actions before creating a comprehensive and polished version of the 10-year community action plan. It is crucial to establish a strong foundation for the plan now, before moving on to the next steps in the process.

The 30% draft includes the most important components of the 10-year action plan:

RESIDENT GUIDANCE IS THE FOUNDATION FOR ALL ASPECTS OF THE 10-YEAR PLAN	
Guiding Principles	Set the foundation for the plan. Represent the values and priorities of the community in a comprehensive, high-level manner

Guiding Principles	Set the foundation for the plan. Represent the values and priorities of the community in a comprehensive, high-level manner.
Goals	The desired result. A goal answers the question, "What are we striving for?"
Policies	Identifies a direction or path to help achieve the goals. The bridge between the goals and actions.
Actions	Specific actions for the Town to take to achieve the goals and policies.

The draft reconciles the discussions of all four groups into a comprehensive list of guiding principles, goals, policies, and actions. The plan is starting to take shape through the 30% draft, which is divided into 5 primary sections with 11 subtopics.

1. Community: Public safety, including emergency preparedness, community character, arts, culture, parks, recreation and trails.
2. Sustainability: Environmental resources, climate, energy, water resources and conservation
3. Economy: Town finances and services, employment, business attraction and retention, and tourism
4. Development: Transportation, including bicyclists and pedestrians, housing, land use, including the land use map and designations.
5. Amendment Types, Process, and Criteria

Additional sections, including an introduction, maps, graphics, glossary, and more, will be added with the next iteration of the plan (60% draft).

Creating the draft plan



The draft guiding principles, goals, policies, and actions are based on the substantial guidance provided in Phase 1 and the Resident Working Group discussions. Resident Working Groups provided approximately 900 comments online and participated in 25 meetings to discuss the resident guidance from Phase 1, draft guiding principles, comments provided by the Town Council (see Attachment 2), and each other's ideas to work towards consensus on the initial draft. Staff from every Town department and Golder Ranch Fire District supported residents as they went through this process by providing educational information, answering questions, and reviewing the draft goals, policies, and actions to make sure they would achieve residents' intent.

Concerning the draft guiding principles the Town Council reviewed last December, the Resident Working Groups discussed the following in detail:

- Land Use and Development Guiding Principle: The draft guiding principle stated, "limit height to no more than 3 stories and protect views." The group agreed with the intent but felt there was more precise and targeted wording to limit building heights of both residential and non-residential uses through the actions instead of the guiding principle. Therefore, the guiding principle was broadened to meet the intent of protecting views, while specifics for both residential and non-residential buildings have been addressed in the actions. This approach increases accuracy and manages community expectations. For example, tech-park zoning currently allows taller buildings (50 feet). Specific actions that meet residents' priorities while maintaining accuracy include:
  - Limiting 2-3 story apartments to specific areas that are away from existing single-family residential subdivisions
  - Restricting apartments that are 3 stories or taller
  - Enforcing current standards for scenic corridors, commercial, and tech-park building heights
  - Only allowing significant and unique uses, like the hospital, to increase building heights when topography mitigates view impacts
  - Positioning taller buildings on the lower portions of the site and ensuring effective transitions between varying building heights
- Community Guiding Principle: The group discussed adding the term “small-town” extensively. They focused on two interpretations of the term "small," with some focusing on size and others appreciating the sense of community a town offers. The group determined the term "small" does not accurately reflect Oro Valley's size and may connotate limited or no growth. As a result of their discussion, the group decided to only add the word “town" and rely on the terms "kind, neighborly feel" as sufficient to meet the thematic intent.
- Minor changes were made to other guiding principles to make sure they accurately summarized resident values and priorities.

Through the working group process, residents with differing views and perspectives were able to achieve consensus and compromise. Each group determined that the initial drafts were headed in the right direction by honoring the resident voices. Revisions discussed during the working group meetings have been incorporated into the 30% draft for further review.

The aim now is to ensure alignment with boards, commissions, and the Town Council. It is imperative to achieve consensus among the diverse opinions of all participants.

SUMMARY AND NEXT STEPS

In summary, the 30% draft reflects the interrelated work of four Resident Working Groups. The groups achieved consensus that the initial drafts of the guiding principles, goals, policies, and actions were headed in the right direction and accurately reflect the resident voices from Phase 1. The 30% draft plan was sent out to 116 resident working group participants, boards, commissions, the Youth Advisory Council, Town Council, stakeholder groups like the OV Chamber of Commerce, and consultants for further review.

> The Town Council is tasked with reviewing the draft to make sure it honors the resident voices from Phase 1. Any proposed changes must align with those voices. Demonstrating that the plan represents the majority of residents will be a critical focal point in educating and preparing voters for the 2026 election.

The feedback collected through the 30% draft plan review that aligns with resident guidance will be incorporated into the 60%, 90%, and 100% drafts of the plan. The next draft (60%) will be presented to the Resident Working Groups for consensus in August. Once consensus is achieved, it will be released to the broader community for further review and comment.

FISCAL IMPACT:

Not applicable.

SUGGESTED MOTION:

This item is for discussion only. The Town Council is not being asked to take any action on this item. The complete draft of the plan will be presented to the Town Council for approval in 2026, before the public vote later that year.

Attachments

ATTACHMENT 1 - 30% DRAFT PLAN

ATTACHMENT 2 - RESPONSES TO TC COMMENTS

Staff Presentation

Information For Study Session Item #1

ORO VALLEY'S
Path Forward

Phase 2: Let's Think



30% DRAFT of the 10-year Community Action Plan

The 30% Draft Plan reflects the draft goals, policies and actions developed by Resident Working Groups. Its purpose is to facilitate further review, refinement and wordsmithing before creating a comprehensive and polished version of the 10-year community action plan.

The polished version of the 10-year plan will include additional sections, such as an introduction, glossary, maps, photos, graphics and more. It is scheduled to be shared with the community in Fall 2025.

Published: May 2025

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Introduction

The effort to create the community's next 10-year action plan, known as OV's Path Forward, launched in October 2023. Phase 2: Let's Think started on January 28, 2025, and invited residents to use the significant direction provided by the community during Phase 1 to craft goals, policies and implementation actions.

Resident Working Groups

Four Resident Working Groups convened regularly from February through May to provide additional guidance and develop the draft goals, policies, and actions. These groups, which were open to all residents, represented a diverse range of ages, perspectives, and geographic areas within Oro Valley's vibrant community. Members of the Resident Working Groups adhered to the direction established in Phase 1 to draft goals, policies, and actions that reflect the priorities and expectations of Oro Valley's residents.

The 30% Draft Plan:

The topics included in the 10-year action plan are driven by resident voices and legally required by State law. While each Resident Working Group focused on specific topics, their work was often interrelated, resulting in several draft goals, policies, and actions developed based on the guidance from Phase 1 and contributions from multiple groups. The 30% Draft Plan consolidates the efforts of all Resident Working Groups into a cohesive and comprehensive list of goals, policies, and actions that will guide Oro Valley's future.

Phase 1 Resident Direction:

Guidance from a statistically representative phone survey, online survey, paper survey, 93 events and an interactive website. **The significant feedback from this phase provided the foundational direction for Phase 2.**

Phase 2 Resident Guidance:

Residents in working groups provided additional guidance to help craft goals, policies and actions.

Community Resident Working Group:
Topics discussed include public safety, community character, arts, culture, parks, recreation, and trails.

Development Resident Working Group:
Topics discussed include transportation (including bicycle and pedestrians), housing, land use, including the land use map, development and amendments.

Sustainability Resident Working Group:
Topics discussed include the environment, climate, sustainability, water resources and conservation.

Economy Resident Working Group:
Topics discussed include employment, businesses, tourism, Town finances and services.

30 Goals

78 Policies

255 Actions

Resident Guidance

The Community Engagement Plan identifies residents as the top priority in development the10-year action plan. Engaging residents is crucial for creating a plan that truly reflects the community's values, priorities, and expectations for the future.

To ensure resident involvement is prioritized throughout this process, the following has been done:

Phase 1: Extensive community engagement efforts were conducted between October 2023 through October 2024, which included:

- A comprehensive phone survey that was statistically representative of all Oro Valley adults. The relationship between the percentages and number of residents is illustrated in the chart to the right.
- The same survey was also made available online and in paper form to ensure that all residents had the opportunity to participate.
- Pop-up events were held throughout the community at various locations, including stores, restaurants, parks, and trails.
- Online engagement opportunities were provided.

Phase 2: Additional guidance was gathered to help develop the draft goals, policies and actions through the Resident Working Groups. These groups reviewed the drafts to ensure they align with the guidance provided in Phase 1.

Phase 3: Residents will remain a top priority as they review the plan to ensure it accurately reflects the community's needs and aspirations.

To ensure transparency, all the resident guidance, including the Resident Working Groups' meeting recordings and discussion notes, is available on OVPathForward.com



Survey Percentage	Number of OV Adults Represented
100%	41,185
80%	32,948
60%	24,711
40%	16,474
20%	8,237
10%	4,185
Under 10%	0-4,184

Reading the draft

The Resident Working Groups' work has been compiled and streamlined into a complete list of draft goals, policies and actions. Several of the Resident Working Group discussions overlapped.

As part of the 30% draft, duplicates were removed and overlapping conversations were reconciled to produce a complete set of goals, policies and actions.

Each groups' direction is provided throughout the document. Please refer to the chart to the right to assist you in navigating the draft plan.

Various symbols are used throughout the draft to depict resident guidance, revisions and legal requirements.


Phase 1 resident direction


Economy Resident Working Group


Phase 2 revisions to the draft guiding principles


Development Resident Working Group


Community Resident Working Group


Resident Working Group revisions


Sustainability Resident Working Group



Helps meet a state legal requirement

Goal	Topic	Goal	Topic
A	Police and community safety	Q	Water planning
B	Emergency preparedness	R	Revenue sources
C	Quality schools, programs for seniors and youth	S	Cost of development
D	Community engagement	T	Workforce and business attraction
E	Partnerships and volunteers	U	Tourism
F	Community events	V	Traffic, bike, and pedestrian safety and improvements
G	Arts and culture	W	Road maintenance
H	Parks and recreation	X	Public transportation and traffic congestion
I	Environmental resources conservation	Y	Housing variety and attainability
J	Environment resources conservation	Z	Neighborhood appearance
K	Dark skies	AA	Land use and view protection
L	Stormwater management	BB	Smart growth and annexations
M	Heat mitigation	CC	High-quality design
N	Recycling and solar	DD	Public gathering spaces
O	Utilities and private electric vehicle charging stations	Land Use Map	Planning Area, Urban Service Boundary Growth Areas, parcel-specific changes
P	Water efficiency	Amendment Criteria	Applicable to both types of 10-year plan amendments

Community
Draft Goals, Policies and Actions

The Community Resident Working Group utilized the valuable input gathered from residents during Phase 1 to develop goals and policy actions related to **public safety, community character, arts, culture, parks, recreation, and trails.** The drafts addressing these topics can be found in the following pages.

Look for this symbol throughout the draft plan to identify contributions from this group's discussions. Major topics discussed by this group but found in other sections of the draft plan, include:

- Traffic, Bicyclist and Pedestrian Safety (Pages 37-39)
- Workforce attraction and tourism (Pages 32-34)
- Central gathering space (Page 49)

Several of the Resident Working Group discussions overlapped. As part of the 30% draft, duplicates were removed and overlapping conversations were reconciled to produce a complete list of goals, policies and actions

Month	February	March	April
Topic	Public Safety	Community Character, Arts & Culture	Parks, Recreation & Trails
Number of meetings	2	2	2
Online contributions	122	68	136
Average meeting attendance	14	19	19
Draft Goals	2	5	1
Draft Policies	7	12	4
Draft Actions	25	36	20

HELPFUL INFO:

Look for the "pencil" to read Resident Working Groups' first draft revisions. Additions are shown in CAPS and deletions are shown with a ~~strikethrough~~.

The "L" symbol indicates the draft goal, policy or action helps meet a legal requirement for the 10-year action plan. The state-required legal requirements are linked HERE.

Resident Working Group Members:

Allison Schwebach
Bill Rodman
Bill Velasquez
Brenda Doyle Judd
David Morris
Devon Sloan
Diane Loving
Dick Eggerding
Elaine Powers
Emily Veres
Frank Lococo
Gayle Mateer
Gabriel Parks
Hal Bergsma
Jane Shurtleff
James Stacy
Jennifer McMahon
Joanne Moothart
Justin Mantell
Mandy McKaskle
Margo Nelson
Mary Monell
Maureen Sevigny
Michael Paul
Mike Weisberger
Miras Mukan Nguyen
Pam Curren
Polly Page
Robert Assante
Rosa Dailey
Ruth Canamar
Shannon Jenson
Sharon Bechman
Shirl Lamona
Stephen Woodall
Terry Hart
Tom Stegman

1. Public Safety

30% Draft Plan

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 36% value OV's safety
- 85% think OV should be known as a low crime community
- 79% are concerned about OV maintaining a low crime rate
- 86% prioritized school safety
- 74% prioritized pedestrian safety
- 46% suggested traffic improvements
- 83% prioritized maintaining a highly visible police force with quick response times
- 74% prioritized maintaining crime prevention programs
- 66% prioritized disaster preparedness for flooding or wildfires

2. DRAFT GUIDING PRINCIPLE

1. Uphold community safety as the top priority:

- Maintain a low crime rate
- Support and promote school safety
- Improve traffic, bicycle and pedestrian safety, especially at major intersections
- Maintain a highly visible, community engaged, and fully staffed police force with quick response times
- Develop and promote crime prevention programs
- Prepare for natural disasters

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 36% value OV's safety
- 85% think OV should be known as a low crime community
- 46% suggested traffic improvements, specifically enforcement for speeders and redlight runners
- 49% are concerned about maintaining a low crime rate
- 86% prioritized school safety
- 74% prioritized maintaining crime prevention programs

COMMUNITY RESIDENT WORKING GROUP:

- Maintain quick responses times to calls, visibility and community involvement from OV's police force
- Use technology to support public safety
- Continue training officers to deal with evolving and complex issues
- Increase visibility of police along roadways
- More enforcement of speeders, redlight runners and distracted drivers

Revision: Action A.1.1. and A.1.2. Make "transparency through best practices" a separate action item.

(L) = Helps meet a state legal requirement

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal A. Maintain a safe and secure environment for all residents, businesses, and visitors of Oro Valley. (L)	**RELATED TO:**
Policy A.1. Provide effective, quality, and highly visible public safety services. (L)	Transportation

Action A.1.1. Ensure a high-level of police staffing, training and funding to maintain the following: (L)

- Quick responses to calls
- High visibility
- Involvement and participation in the community
- ~~Transparency through technology and best practices~~

Action A.1.2. SUPPORT POLICE INITIATIVES TOWARDS TRANSPARENCY AND SAFETY THROUGH THE CONTINUED USE OF TECHNOLOGY.

Action A.1.3. Provide ongoing training to emergency service providers to implement best practices for mental health crisis, drug use and other complex issues. (L)

Action A.1.4. Continue and expand the High Visibility Enforcement (HiVE) program in areas of the greatest need.

Action A.1.5. Increase visibility of police along roadways.

Action A.1.6. Intensify enforcement efforts targeting speeding, red-light violations, and distracted or aggressive driving behaviors to enhance road safety and reduce traffic incidents.

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
COMMUNITY RESIDENT WORKING GROUP: • Court system should support police • Value for school resource officers and continue training for school-related violence • Partner with clubs, sports teams, parent organizations, etc. to provide information and education about school safety • Provide help to schools to review and identify best practices for school safety • Share information with businesses and continue to build relationship between officers and business owners	**Policy A.2. Work with Town courts, schools, businesses and residents to maintain a low crime rate.** Action A.2.1. Support Town courts TO ENSURE JUSTICE AND process CASES efficiently and effectively. Action A.2.2. Enhance and expand the school resource officer program to ensure a safe educational environment. Allocate necessary resources for its ongoing success. Action A.2.3. Collaborate with schools and parent organizations to assess needs and share educational resources for school safety. Action A.2.4. Help schools review, train and identify best practices for safety. Action A.2.5. Strengthen the relationship between police and businesses through visits, events and by partnering with the OV Chamber of Commerce.
COMMUNITY RESIDENT WORKING GROUP: • Expand cellular service for safety purposes, specifically in recreation areas	**Policy A.3. Expand telecommunications and broadband services for safety purposes.** Action A.3.1. Increase opportunities for telecommunications and broadband services in the community by: • Identifying community needs and suitable providers. • Assessing suitable locations and the impact on current infrastructure.
COMMUNITY RESIDENT WORKING GROUP: • Educate residents on issues and ways to help reduce crime • Continue newsletter • Expand or bring back safety programs based on need and issues Revision: Action A.4.1. Promote AND educate residents through the Citizen's Academy	**Policy A.4. Support and expand public safety training and educational programs.** (L) Action A.4.1. ~~Continue educating~~ PROMOTE ~~residents through the~~ Citizen's Academy and UTILIZE ~~other~~ MULTIPLE communication tools TO FURTHER EDUCATE RESIDENTS ABOUT PUBLIC SAFETY. (L) Action A.4.2. Continue and evolve community safety programs based on crime trends and needs. (L)

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
PHASE 1 DIRECTION: According to a statistically projectable survey: • 66% prioritized disaster preparedness for fires or flooding COMMUNITY RESIDENT WORKING GROUP: • Concern about vegetation creating fuel for fires • Update alert system to include newest technologies, possibly warning signs • Concern about vulnerable populations during an emergency Revisions: Action B.1.2. Add an action about keeping OV protected to reduce issues with insurance companies.	**Goal B. Protect the lives and property of all residents, visitors, and businesses from emergencies and hazards (natural or man-made).** (L) Policy B.1. Establish preventive measures, preparedness plans, and recovery strategies to respond to emergencies and hazards (natural and man-made). (L) Action B.1.1. Implement risk assessments to identify areas most susceptible to the threats of flood, fire or other hazards. Action B.1.2. MAINTAIN UP-TO-DATE BUILDING AND FIRE CODES TO ENSURE SAFETY AND OPTIMAL HOMEOWNER INSURANCE RATES. Action B.1.3. Proactively educate and encourage private property owners to adopt vegetation management practices to increase defensible space by thinning dense, flammable vegetation. Action B.1.4. Develop and maintain comprehensive preparedness plans for all types of hazards, which includes evacuation routes, alerting methods and protections of vulnerable populations. (L) Action B.1.5. Utilize a variety of methods, in addition to the Code Red or similar programs, to alert residents about emergencies. Action B.1.6. Establish community resilience programs and recovery strategies that ensure rapid restoration of essential services and aid for affected individuals and businesses following a hazard or emergency. (L)
COMMUNITY RESIDENT WORKING GROUP: • Mitigate wildfire issues during the development review process • Work with other agencies to share resources	Policy B.2. Coordinate emergency preparedness with Town departments, local, county, state and federal agencies. Action B.2.1. Address safety issues, including flooding and fire prevention, during the development review process. Action B.2.2. Partner with local, county, state and federal agencies to share resources, prevent and recover from emergencies.
COMMUNITY RESIDENT WORKING GROUP: • Increase education about emergency preparedness • Consider putting information in water bills, on the town's main website, social media, or working with HOAs. Revisions: • Action B.3.2. Share the types of tools and resources that are available with residents. • Action B.3.3. Previous action is based on technology, need to also partner with groups (e.g., schools, neighborhood watches, etc.) to share information.	Policy B.3. Increase education about emergency preparedness. Action B.3.1. Develop, implement and periodically update programs and outreach measures that prepare the community about: • Fire safety • Floods • Sheltering in place • Cyber security • Energy shortages or outages Action B.3.2. Increase accessibility AND DISTRIBUTION of emergency preparedness TOOLS AND RESOURCES~~, information~~ by: • Coordinate marketing efforts between Golder Ranch Fire District and the Town • Dedicate a page on the Town's website for emergency preparedness • Use social media and other similar platforms to distribute information Action B.3.3. Partner with HOAs, schools, businesses and other community organizations to distribute information about fires and flooding.

(L) = Helps meet a state legal requirement

2. Community character, arts and culture

30% Draft Plan

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN	2. DRAFT GUIDING PRINCIPLES
PHASE 1 DIRECTION: According to a statistically projectable survey: • 79% think OV should be described as a family-friendly community • 79% think OV should be known for its quality schools • 53% think OV should be known for its arts and culture • 19% value OV's strong sense of community • 5% want more diversity • 7% value OV being quiet and peaceful • 3% acknowledge and aging population • 64% prioritized workforce attraction and retention PHASE 2 REVISIONS: Discussion about adding the term "small-town" to the first guiding principle. The group decided the word town was a good fit but exclude the word "small" as it is inaccurate	**2. Maintain the community's unique character:** • Promote a friendly, kind, and neighborly, TOWN feel • Create and attract community gathering opportunities and spaces • Support arts and culture • Foster a community that welcomes a diverse population • Strive to keep a quiet and peaceful atmosphere **3. Keep OV a friendly community that supports a diverse range of ages, interests and backgrounds:** • Be more family friendly • Attract and retain a young workforce • Foster more activities and entertainment options • Meet the needs and interests of an aging population • Support and promote high-quality schools and educational opportunities

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
PHASE 1 DIRECTION: According to a statistically projectable survey: • 79% think OV should be a family-friendly community • 79% think OV should be known for its quality schools • 19% value OV's strong sense of community COMMUNITY RESIDENT WORKING GROUP: • Evaluate need for more schools as the Town grows • Partner with schools to provide OV-centric programs and field trips • Help schools provide mental health support Revision: Action C.1.1. May want to specify the need for a middle school	**Goal C. Support a vibrant, intergenerational community.** Policy C.1. Promote and support high-quality educational and enrichment opportunities. Action C.1.1. Continue to REQUIRE APPLICANTS TO WORK WITH THE AMPHITHEATRE SCHOOL DISTRICT TO report on the adequacy of ~~current and future~~ school capacity OR NEED FOR FACILITIES, LIKE A MIDDLE SCHOOL, ~~when evaluating~~ WITH ALL significant residential land use requests. Action C.1.2. Help connect volunteers, including organizations like the Oro Valley Historical Society with local schools. Action C.1.3. Seek partnership opportunities to increase educational programs about OV's history, culture and environmental resources in schools. Action C.1.4. Continue support of OVPD's engagement with schools to foster positive mental health and other support services.

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
COMMUNITY RESIDENT WORKING GROUP: • Continue to encourage active seniors through the trails, clubs and common interest organizations • Enhance socialization opportunities through volunteering with non-profit groups. NOTE: Please see Goal E. • Need more programs for young kids, especially indoor options during the summer Revisions: • Action C.2.2. OV is a top tier destination for retirees, should be marketed as well. • Action C.3.2. Reconfigure or utilize the space at the Community Center differently rather than expand.	Policy C.2. Promote the overall physical and social health of seniors in the community. Action C.2.1. Integrate public education about the benefits of physical activity into existing Town programs. Action C.2.2. MARKET ORO VALLEY'S SAFETY, VIEWS AND ACTIVE LIFESTYLE TO REMAIN A TOP RETIREMENT DESTINATION. Policy C.3. Increase programs and options for families and children. Action C.3.1. Explore partnerships and opportunities to provide early-education programs for children. Action C.3.2. Increase indoor space for programs, sports and play areas by: • Developing cooperative agreements with public school districts, private and charter schools to use indoor spaces during school breaks • Exploring private-public partnerships to utilize vacant buildings • Identifying opportunities to ~~expand~~ MAXIMIZE USE OF EXISTING SPACE AT the Community Center
PHASE 1 DIRECTION: According to a statistically projectable survey: • 79% think OV should be a family-friendly community • 13% want more entertainment and activities • 19% value OV's strong sense of community. COMMUNITY RESIDENT WORKING GROUP: • Continue YAC and cadet program • Work with schools and other organizations to get youth involved Revision: Action D.1.1. Continue and promote youth programs. Add volunteer opportunities. Define youth ages. Note: The ages of youth will be defined through the action's implementation as it varies with each program or project.	**Goal D. Increase opportunities for residents to provide meaningful input on Town decisions and planning.** Policy D.1. Cultivate community leaders by providing engagement opportunities for all ages groups. Action D.1.1. Promote youth civic engagement and involvement by: • Continuing to SUPPORT AND PROMOTE the Town's Youth Advisory Council AND PUBLIC SAFETY PROGRAMS • Introducing new programs OR OPPORTUNITIES that facilitate youth involvement AND VOLUNTEERISM • ~~Continuing youth public safety programs~~ • Collaborating with schools, organizations and clubs to engage youth.
COMMUNITY RESIDENT WORKING GROUP: • Proactively seek input from parents and user groups for specific projects like parks or recreational facilities ECONOMY RESIDENT WORKING GROUP: • Study the pros and cons of the Town becoming a charter city. Revision: Action D.2.1. Stakeholders or experts should also be included in the planning process. For example, BMX bikers for the pump track.	Policy D.2. For all plans and projects consider under-represented residents, like parents, working professionals, youth who may not be able to participate in board, commission or Town Council meetings. Action D.2.1. For significant plans or projects, gather feedback from FIELD EXPERTS AND users, especially under-represented groups like parents, working professionals and youth, to help guide Town decisions by providing: • Interactive online tools • Focus groups • Engagement at stores, parks, and other places frequented by a broad range of residents Action D.2.2. STUDY THE IMPLICATIONS OF BECOMING A CHARTER CITY, WHICH MAY PROVIDE MORE LOCAL SELF-DETERMINATION AND CONTROL TO THE TOWN.

1. RESIDENT GUIDANCE

COMMUNITY RESIDENT WORKING GROUP:
- Survey residents to identify best communication methods
- Provide opportunities to educate the community about fires and flooding
- Use social media and other technologies to reach different age groups

ECONOMY RESIDENT WORKING GROUP
- Provide more information and education to help the community understand budgeting needs
- Update the Town's website to make finding information easier

SUSTAINABILITY RESIDENT WORKING GROUP:
- Update the website to make it easier to find water conservation and recycling information

DEVELOPMENT RESIDENT WORKING GROUP:
- Resident engagement in the development review process is important
- Review neighborhood meeting process to ensure voices of those surrounding the area take priority

Revisions: Policy D.3. Including all residents isn't practical.
- Action D.3.3. Updated to reflect all four groups' discussions.
- Action D.3.4. Being able to search also needs to be included.

COMMUNITY RESIDENT WORKING GROUP:
- Create a volunteer group to focus on parks
- Engage youth or user groups to volunteer
- Host community-wide cleanups on Earth Day, etc.
- Nonprofits, schools, businesses, and HOAs are good groups to recruit volunteers from

SUSTAINABILITY RESIDENT WORKING GROUP:
- Events on Earth Day, seminars and workshops about recycling
- Work with HOAs to help reduce water use, implement rainwater harvesting, understand the Town's lighting code and remove invasive species

DEVELOPMENT RESIDENT OWRKING GROUP
- Provide resources and information to HOAs about maintaining private roadways and neighborhood appearance

Revision: Policy E.2.Add something about using volunteer groups. Volunteers can help reduce costs to the Town.
- Action E.2.2. Work with HOAs to encourage water harvesting.

2. DRAFT GOALS, POLICIES AND ACTIONS

Policy D.3. Foster transparent, inclusive, convenient and accessible community engagement processes to include ~~all~~ residents in Town decisions.

Action D.3.1. Periodically conduct a survey to identify and implement the best and most effective engagement methods to reach residents of all ages.

Action D.3.2. Support diverse and easily accessible opportunities for residents of all ages and abilities to participate in the public process and local government.

Action D.3.3. Develop new and further existing ~~training and educational~~ programs, such as Community Academy, to EDUCATE THE COMMUNITY ABOUT:
- DIFFERENT REVENUE SOURCES AND THE TOWN'S BUDGETING NEEDS
- RECYCLING, WATER EFFICIENCY AND CONSERVATION
- EMERGENCY PREPAREDNESS

Action D.3.4. Provide ongoing and easy access to Town information and resources.
- Update the Town's website to improve navigation, SEARCHABILITY, and access to information.
- Utilize a variety of platforms, like social media, to announce and distribute reports, publications and opportunities for involvement.

Action D.3.5. Support and continue outreach and engagement efforts with neighbors about development projects.

Action D.3.6. Seek improvements to ensure neighborhood meetings focus on the priorities and concerns of surrounding residents while remaining open to everyone.

Goal E. Pursue partnerships that achieve common goals and improve the quality of life in Oro Valley.

Policy E.1. CREATE and support volunteer opportunities for maintenance of parks and recreation facilities, including trails.

Action E.1.1. Establish an Adopt-A-Park program to train, coordinate and equip volunteers.

Action E.1.2. Expand the Keep OV Beautiful program to include more community-wide clean up and recycling events.

Policy E.2. PARTNER WITH RESIDENT VOLUNTEER GROUPS.

Action E.2.1. Work with schools, nonprofits, homeowner associations, organizations and businesses to promote and recruit volunteers for the Town.

Action E.2.2. Utilize workshops, events, information sessions, social media and online engagement tools to provide and distribute educational information to HOAs to assist with their efforts to:
- Maintain private roadways
- Reduce outdoor water use AND ENCOURAGE RAINWATER HARVESTING
- Improve or maintain neighborhood appearances, including landscaping, exterior of homes and common areas
- Understand the Town's lighting code and violation process
- REMOVE INVASIVE SPECIES

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
COMMUNITY RESIDENT WORKING GROUP • Partner and promote opportunities at the Children's Museum, Tohono Chul, etc. • Review process for partnerships – needs to be easier and less costly to interested parties SUSTAINABILITY RESIDENT WORKING GROUP • Partner with organizations to help with water conservation, energy reduction, etc. • Partner with groups, like Watershed Management or the Community Gardens of Tucson, to assist with rainwater harvesting, composting, recycling etc. DEVELOPMENT RESIDENT WORKING GROUP: • Assist with universal home design to help older adults stay in their homes. Revisions: • Action E.3.1. Language added to clarify the agreement that needs to be in place to fulfill this action. • Action E.1.4. Add Sustainable Tucson as a group to help promote water conservation efforts.	Policy E.3. Support and promote community resources. Action E.3.1. Promote programs and events hosted by ORGANIZATIONS THE TOWN HAS A FINANCIAL PARTICIPATION AGREEMENT WITH, LIKE the ~~OV Public Library~~, Tohono Chul, Children's Museum, Oro Valley Chamber of Commerce, and others, through Town communications. Action E.3.2. Evaluate the process to improve access and ease of partnering with the Town's Parks and Recreation Department. Action E.3.3. PARTNER WITH THE PIMA COUNTY HEALTH DEPARTMENT AND RELATED NONPROFITS TO PROMOTE INFORMATION AND RESOURCES RELATED TO AGING IN PLACE. Action E.3.4. Seek opportunities to partner and promote community resources, like Watershed Management Group and SUSTAINABLE TUCSON to increase water conservation and sustainability efforts.
COMMUNITY RESIDENT WORKING GROUP: • OV does a great job at hosting events and getting people out into the community. • Events are inclusive, even of pets • Programs, including those at the Community Recreation Center, should be continued • Consider transportation options (like a Park and Ride Shuttle) for major events	**Goal F. Cherish and enhance OV's strong sense of place and neighborly feel.** Policy F.1. Foster Oro Valley's strong sense of community through programs, events and public gathering areas. Action F.1.1. Develop strategies to increase and continue educational, recreational and community events or programs. Action F.1.2. Identify suitable locations and transportation options to increase accessibility to Town events. Action F.1.3. Continue to offer a variety of community-wide events for all ages and families (including pets).

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 53% think OV should be known for its art and culture.
- 58% prefer the remaining land in OV be used for a central gathering area with shopping, dining, and a performing visual arts center.

COMMUNITY RESIDENT WORKING GROUP:

- Create a humanities center, with arts, history and culture
- A center could help create a destination as a cultural "hub"
- Partner groups and schools to make Oro Valley a cultural "hub" for arts and culture in Southern Arizona
- Continue to do programs and events

DEVELOPMENT RESIDENT WORKING GROUP

- Performing arts center may need to be separate from the central gathering area
- Concern about the Town taking the lead on a performing arts center due to feasibility
- Look into partnerships with schools to provide an amphitheater, promote arts and history.

ECONOMY RESIDENT WORKING GROUP

- An arts center could help draw people in. It may compete with casinos, Fox, UA, etc. as a regional draw
- Combine a performing arts center with other things for people to do when the visit.

Revisions:

- Action G.1.1.Add corporate donations, individual donations and assistance from Town staff through the development process. Make sure it is clear the Town is not the lead in this effort.
- Action G.1.4. Keep historic designation of Steam Pump Ranch while promoting and expanding programs there.
- Action G.1.5. Coordination events with OV Historical Society and the Historic Preservation Commission.

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal G. Honor, celebrate and promote Oro Valley's arts and cultural significance.

Policy G.1. Foster economic vitality and tourism through the expansion and promotion of arts and culture.

Action G.1.1. Assist a nonprofit, OR OTHER ENTITITES INTERESTED IN LEADING THE EFFORT to help develop an arts, HUMANITIES and cultural center, which includes performance and instructional spaces by ~~identifying~~:

- DISCUSSING Funding opportunities, such as grants, corporate sponsorships AND DONATIONS, INDIVIDUAL donations, and potential new avenues of revenue
- ADVISING ON suitable locations
- ENSURING COMMUNITY AND ECONOMIC DEVELOPMENT STAFF PROVIDE GUIDANCE THROUGH THE PERMITTING PROCESS

Action G.1.2. Partner with schools, nonprofit organizations and regional agencies to establish Oro Valley as an arts and cultural "hub" in southern Arizona.

Action G.1.3. Facilitate a variety of programs, events and educational opportunities that strengthen residents' connection to the past.

Action G.1.4. EXPAND PROGRAMS, EVENTS AND OTHER OPPORTUNITIES FOR RESIDENTS AND VISITORS WHILE MAINTAINING THE INTEGRITY OF THE HISTORIC DESIGNATION OF STEAM PUMP RANCH.

Action G.1.5. COORDINATE EVENTS THAT ARE RELATED TO HISTORY WITH THE ORO VALLEY HISTORICAL SOCIETY.

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
COMMUNITY RESIDENT WORKING GROUP • Promote historic properties in interesting and entertaining ways • More advertising about what historic and art is available • More focus on arts and culture • Make sure some of the 1% for public art is earmarked for maintenance • Long-term dedication through an advisory board, interactive maps, promotion etc. • Place art throughout Town, especially in Town facilities. DEVELOPMENT RESIDENT WORKING GROUP • Public art should be 2% of the transportation budget • Public art along roadways is an iconic aspect of OV Revisions: • Action G.2.2. A new state law passed, prohibiting jurisdictions from review private art proposals through a public meeting. OV Historical Society would like to work with schools more.	Policy G.2. Ensure art is a fundamental component of the community and economy. Action G.2.1. Integrate public art into the design of Town facilities, public right-of-ways and other suitable locations. Action G.2.2. Create an Arts Advisory Board: • Identify opportunities for programs and events that promote and link art to tourism • IDENTIFY WAYS TO PROMOTE ART AND ORO VALLEY'S HISTORY IN SCHOOLS • Review public ~~and private~~ art proposals Action G.2.3. Fund and perform regular maintenance of publicly-owned art and memorials. Action G.2.4. Regularly inspect the required art on private, non-residential properties to for maintenance needs.

3. Parks, recreation and trails

30% Draft Plan

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 74% think OV should be known as an outdoor/recreational community
- 4% of suggestions were related to improving parks. Nearly half of event and online comments were ideas for amenities that support various sports and activities.
- 68% prioritized increasing bike or pedestrian connections
- 58% prioritized increasing the number of trails
- 56% prioritized increasing bike or pedestrian routes

PHASE 2 REVISIONS:

Add maintain to first sentence. Expand the number of trails and include equestrian groups. All ages and abilities may not be equitable – clarify need for underserved aged groups. NOTE: This is addressed through the goals, policies and actions in this section and Policy C.3 on page 9.

2. DRAFT GUIDING PRINCIPLE

4. Grow AND MAINTAIN OV's outdoor and recreational opportunities:

- Increase opportunities and improve the user experience at park and rec facilities, especially during the hot summer months
- Provide accessible recreational options for all ages and abilities
- Support a variety of sports and activities
- Expand ~~bike,~~ BIKING, HIKING, WALKING, RUNNING ~~pedestrian~~, and EQUESTRIAN trail ROUTES AND connectivity.

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 74% think OV should be known as an outdoor/recreational community
- 68% prioritized increasing bike or pedestrian connections
- 58% prioritized increasing the number of trails
- 56% prioritized increasing bike or pedestrian routes

COMMUNITY RESIDENT WORKING GROUP

- Need wayfinding signs along trails and routes
- Signage at parks and along trails to educate the community about plant and animal types
- Add QR codes to signs – need to be accessible to tech and non-tech users
- Need amenities like water stations, shaded areas, lighting, bike pump or tire repair stations along trails.

DEVELOPMENT RESIDENT WORKING GROUP

- Signs along the Loop are needed
- More directional signage and wayfinding
- Drinking fountains along path

Revisions:

- Action H.1.2. Work with Pima County to get uniform signage along the Loop.
- Action H.1.4. Add shade as a possible amenity.
- Action H.1.5. Provide information to let people know which trails are ADA accessible and difficulty level.

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal H. Maintain OV's commitment to being an outdoor community by providing high-quality parks and recreation amenities for all ages and abilities. (L)

RELATED TO: Bicyclists and Pedestrians

Policy H.1. Provide signage and amenities along pedestrian, EQUESTRIAN and cyclist routes, where appropriate.

Action H.1.1. Add uniform directional signage along multi-use paths and trails to shops, parks, and other activity areas or connecting routes.

Action H.1.2. WORK WITH PIMA COUNTY TO ADD CONSISTENT SIGNAGE ALONG THE PORTION OF THE LOOP IN ORO VALLEY.

Action H.1.3. Provide signage with QR codes at parks and along trails to educate the community about wildlife, plants, historic and cultural resources

Action H.1.4. Establish a criteria for the appropriate placement of amenities like seating, drinking fountains, bike pumps or tire repair stations, SHADE, etc. along the Loop, multi-use paths, bike routes and trails.

Action H.1.5. PUBLISH AND DISTRIBUTE INFORMATION ABOUT TRAIL TYPES, INCLUDING ADA ACCESSIBLITY, LEVEL OF DIFFICULTY, AND MORE.

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
COMMUNITY RESIDENT WORKING GROUP: • Promote the number and locations of trails. DEVELOPMENT RESIDENT WORKING GROUP • Encourage Active Transportation – work with local organizations and schools to promote walking and biking as a healthy transportation option	Policy H.2. Promote OV as a bike-friendly and recreational community. Action H.2.1. Work with local organizations, schools and businesses to promote walking and biking as a healthy transportation option. Action H.2.2. Maintain and pursue recognitions that signify Oro Valley as an exemplary bike-friendly community. Action H.2.3. Collaborate with schools to identify programs or opportunities that promote walking or biking to school.
COMMUNITY RESIDENT WORKING GROUP: • Evaluate all parks and facilities for quality and invest money where it is most needed • Achieve demographic and geographic equity • Charge more for non-residents or drop-ins at the Community Center • Fees for premium services (ramadas, etc.), with free access at other times Revisions: • Action H.3.4. Work with a foundation or “friends” group to assist with programs or funding. • Action H.3.5. Promote tree donation program more and expand to include signs. Partner with private businesses to provide scholarships for their programs.	Policy H.3. Consider all demographic groups and geographic areas when distributing funding for parks and recreation facilities. Action H.3.1. Engage the community when evaluating the fee structure for park and recreation facilities and programs. Action H.3.2. Explore opportunities to expand subsidy programs to lower PARK AND RECREATION fees based on income OR family size ~~or volunteerism~~. Action H.3.3. PROMOTE AND EXPLORE OPPORTUNITIES TO RAISE DONATIONS THAT SUPPORT AND MAINTAIN PARKS AND RECREATION, INCLUDING TRAILS BY: • WORKING WITH RESIDENTS TO ESTABLISH A FOUNDATION • EXPANDING THE CURRENT DONATION PROGRAM TO INCLUDE AMENITIES IN ADDITION TO TREES AND BENCHES.

1. RESIDENT GUIDANCE

COMMUNITY RESIDENT WORKING GROUP:

- Evaluate all programs to understand demographics using the facilities and the gaps that may exist
- Need more attention and programs for young children and families
- Hotline for maintenance of trails and parks
- Shade should be a priority
- Balance the needs of athletic events and community use at the OV Aquatic Center
- Improvements needed at the splash pads
- More ADA improvements needed in parking lots for parks and rec facilities, including the Community Center.
- Parking lot access to trails

Revisions:

- Action H.4.1. Quality of parks needs to be part of the evaluating where funds should be used. Update plan to include facilities added since the previous plan was created.
- Action H.4.2. Add continually assess and clarify that programs could be repeated. Use the word cultivate.
- Action H.4.3. add evaluate. Need to be specific about shade at Naranja Park. Concern it won't be prioritized if not specific.
- Action H.4.5. Reworded for clarity and intent.
- Action H.4.9. Restore needs to be added for the Vistoso Trails Nature Preserve.

2. DRAFT GOALS, POLICIES AND ACTIONS

Policy H.4. Periodically assess and evaluate park and recreational facilities to ensure that the park system adequately meets needs of residents. (L)

Action H.4.1. Update the Town's Parks and Recreation Master Plan to: (L)

- INCLUDE ALL PARK AND RECREATIONAL FACILITIES
- Establish maintenance AND QUALITY standards for parks and recreational facilities
- Identify program, class and facility needs based on users, demographic groups and geographic area
- Distribute funding based on safety, QUALITY, maintenance needs and frequency of use.

Action H.4.2. Continuously ASSESS AND CULTIVATE ~~rotate~~ educational classes and recreational programs to broaden the variety and meet the community's needs.

Action H.4.3. ~~Prioritize~~ PROVIDE shade ~~for~~ AT all parks ~~improvements~~, ESPECIALLY AT NARANJA PARK:

- OVER PLAY STRUCTURES AND SPLASH PADS
- IN TARGETED AND APPROPRIATE AREAS NEAR PLAYING SURFACES, INCLUDING SPORTS FIELDS

Action H.4.4. Evaluate the Town-owned pools and splash pads to improve safety.

Action H.4.5. ~~Balance the needs of the community with events at community facilities.~~ ENSURE THAT COMMUNITY USE OF THE ORO VALLEY AQUATIC CENTER IS PRIORITIZED AND ACCOMMODATE PRIVATE EVENTS BY:

- Providing amenities for passive and active recreation
- Varying hours for use of facilities

Action H.4.6. EVALUATE AND improve ADA accessibility at all parks and recreation facilities, including associated parking lots.

Action H.4.7. Post contact information for maintenance IN HIGHLY VISIBLE AREAS at all park facilities.

Action H.4.8. Ensure regular maintenance of parks and recreational facilities, including trails, multi-use path, the Loop and Vistoso Trails Nature Preserve.

ACTION H.4.9. CREATE AND IMPLEMENT A LONG-TERM RESTORATION PLAN FOR VISTOSO TRAILS NATURE PRESERVE.

(L) = Helps meet a state legal requirement

Sustainability
Draft Goals, Policies and Actions

The Sustainability Resident Working Group utilized the valuable input gathered from residents during Phase 1 to develop goals and policy actions related to the **environment, climate, water resources and conservation**. The drafts addressing these topics can be found in the following pages.

Look for this symbol throughout the draft plan to identify contributions from this group's discussions. Major topics discussed by this group but found in other sections of the draft plan, include:

- Community engagement and education (Pages 9-10)
- Volunteers, partnerships and community resources (Pages 10-11)
- Public transportation (Page 41)
- Annexations (Page 48)

Several of the Resident Working Group discussions overlapped. As part of the 30% draft, duplicates were removed and overlapping conversations were reconciled to produce a complete list of goals, policies and actions.

Month	April	May
Topic	Environment & Climate	Water Resources and Conservation
Number of meetings	2	2
Online contributions	77	49
Average meeting attendance	12	14
Draft Goals	4 & 3	2
Draft Policies	6 & 8	6
Draft Actions	20 & 20	25

HELPFUL INFO:

Look for the "pencil" to read Resident Working Groups' first draft revisions. Additions are shown in CAPS and deletions are shown with a ~~strikethrough~~.

L The "L" symbol indicates the draft goal, policy or action helps meet a legal requirement for the 10-year action plan. The state-required legal requirements are linked HERE.

Resident Working Group Members:

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Andy Nousen
Angela Greynolds
Caroyn Weinig
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Shirl Lamona

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN

PHASE 1 DIRECTION:
According to a statistically projectable survey:
- 80% think OV should be known for its desert and mountain views
- 54% are concerned about protecting the environment
- 82% prioritized maintaining views
- 77% prioritized protecting native plants
- 69% prioritized maintaining wildlife corridors
- 65% prioritized expanding OV conservation areas

PHASE 2 REVISIONS: Provide examples of what is meant by native plants. Consider restoration and conservation with all new developments. Maintain and create wildlife corridors. Consider environmental impacts for development. NOTE: The way the principle is worded is stronger than referencing only environmental impacts.

2. DRAFT GUIDING PRINCIPLES

5. Uphold the scenic beauty and natural environment as a top priority:

- Conserve the natural desert and mountain views
- Protect significant native vegetation, ESPECIALLY HERITAGE SAGUAROS AND ESTABLISHED IRONWOOD TREES
- Maintain AND CREATE wildlife corridors
- Expand open space conservation areas
- Prioritize environmental resource conservation AND RESTORATION when considering development

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:
According to a statistically projectable survey:
- 54% are concerned about protecting the environment
- 77% prioritized protecting native plants
- 69% prioritized maintaining wildlife corridors
- 65% prioritized expanding OV conservation areas

SUSTAINABILITY RESIDENT WORKING GROUP:
- Consider surrounding areas (neighborhoods, nearby open space, roads, etc.) that may impede wildlife
- Explore areas for wildlife roadway crossings
- Maintain washes – wildlife use them as routes
- Areas near open space may need to be improved or restored to facilitate more wildlife

Revisions:
- Goal I. Add “restore” to the goal or policy.
- Action I.1.3. Add action about reducing pesticide and chemical use – consider full ecological habitat including bees and insects.

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal I. Proactively protect AND RESTORE environmentally sensitive lands, natural resource areas, and other conservation areas to support wildlife habitat and connectivity. (L)	**RELATED TO:** Development

Policy I. 1. Require the expansion of conservation areas and other integrated open spaces in new development proposals. (L)

Policy I.2. Enable the long-term survival of native plants and animals by maintaining well-connected open spaces necessary for survival. (L)

Policy I.3. Support the comprehensive Environmentally Sensitive Land conservation system to promote interconnected open space and minimize impacts on wildlife habitats. (L)

Action I.1.1. Protect wildlife and wildlife routes within the community by: (L)
- Identifying preferred wildlife routes, including riparian areas.
- Ensuring that any recreational trail location and use is appropriate to wildlife needs in natural areas.
- Implementing roadway design standards that enable wildlife to move below, above or safely across roadways.
- Incorporating appropriate spacing and wildlife friendly fencing into roadway design and construction.

Action I.1.2. Connect environmentally sensitive lands, which include wildlife and plant habitat, riparian areas and significant natural resource areas by:
- Cooperating with other jurisdictions and agencies like Tortolita Mountain Park, Pima County, Catalina State Park and Coronado National Forest.
- Implementing context-sensitive site designs to allow habitat corridors in new development areas with the surrounding land (L)
- Actively purse opportunities to restore identified degraded areas.

Action I.1.3. EVALUATE TOWN PRACTICES TO MINIMIZE THE USE OF HARMFUL HERBICIDES AND PESTICIDES ON TOWN PROPERTIES AND ACT AS A MODEL FOR THE COMMUNITY.

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE

SUSTAINABILTY RESIDENT WORKING GROUP

- Transplanting risks survival - maintaining in place should be top priority, especially for saguaros
- Areas heavily populated with saguaros or mature native trees should be considered for future conservation areas
- Do not disturb heritage saguaros or ironwoods
- Large rock outcropping should be preserved
- Maintain the amount of existing open space
- OV's many golf courses should be considered as open spaces (Audubon Cooperative Sanctuary Program for Golf Courses)
- Vistoso Trails Nature Preserve – focus on reparations to remove invasive species and maintain

COMMUNITY RESIDENT WORKING GROUP

- Removing invasive species and restoration of Vistoso Trails Nature Preserve

Revisions:

Action I.2.1. A plan is needed to permanently eliminate invasive species at Vistoso Trails Nature Preserve. Education is also needed for removing invasive species. Remove invasive species should also include restoring native plant species at Vistoso Trails Nature Preserve. NOTE: Action H.4.9. on page 16 includes restoration of Vistoso Trails Nature Preserve.

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 54% are concerned about protecting the environment
- 77% prioritized protecting native plants
- 69% prioritized maintaining wildlife corridors
- 65% prioritized expanding OV conservation areas

SUSTAINABILTY RESIDENT WORKING GROUP

- Maintain riparian areas
- Concentrate development on a portion of land
- Consider large, open desert areas
- Require a percentage of natural undisturbed open space
- Only grade what is necessary for development (including infrastructure)
- Large lots with conservation areas is another option to cluster design

2. DRAFT GOALS, POLICIES AND ACTIONS

Action I.2.1. Remove invasive plant species throughout the Town by:

- Publishing resources and information
- Developing programs to ~~assist~~ EDCUATE private property owners ~~with~~ ABOUT removal
- Continuing to require removal of invasive species in existing and proposed developments
- EXECUTING A PLAN to IDENTIFY, REMOVE, AND CONTINUALLY MONITOR ~~eliminate~~ at all Town-owned facilities, especially the Vistoso Trails Nature Preserve
- ORGANIZING A TOWN SUPPORTED PROGRAM TO COORDINATE, TRAIN AND EQUIP VOLUNTEERS

Action I.2.2. Protect wildlife habitats with all new developments by preserving: (L)

- Dense clusters of significant native vegetation, such as saguaros, Ironwoods, and Mesquites.
- All healthy heritage saguaros (24 feet or taller with 2 or more arms) and mature Ironwood trees in place.

Action I.2.3. Research and implement best practices to make landscaped open space areas, like golf courses, more suitable for wildlife.

Action I.3.1. Review and potentially update the Environmentally Sensitive Lands conservation system to ensure best practices for habitat conservation, maintenance and connectivity are being implemented. (L)

Action I.3.2. Protect natural open space, including hillsides, floodplains, riparian habitats and ridgelines by:

- Continuing to manage development by requiring compact development and enabling flexible design options, including clustering, transfer of development rights or other techniques. (L)
- Developing new and improving existing land use regulations that promote infill.

Goal J. Promote land use development practices and programs that conserve and minimize impacts to natural and cultural resources. (L)

RELATED TO: Development

Policy J.1. Encourage infill development patterns to protect sensitive lands, natural open space and wildlife habitat and conserve natural resources. (L)

Action J.1.1. Support compact site designs development to position development away from environmentally-sensitive areas and provide more connected open spaces. (L)

Action J.1.2. Identify grading envelopes on individually graded lots during the platting process to protect native vegetation. (L)

Action J.1.3. Limit the amount of grading by updating the zoning code to add site coverage requirements for all new developments. (L)

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:
According to a statistically projectable survey:
- 80% think Oro Valley should be known for its desert and mountain views

SUSTAINABILITY RESIDENT WORKING GROUP:
- Balance light pollution with safety issues
- Control and enforce lighting code

Revisions:
- Action K.1.1.Combine the 1st and 3rd bullet.
- Add something about working with HOAs to help the Town enforce the lighting code. NOTE: This is addressed in Action E.2.2. on page 10.

SUSTAINABILITY RESIDENT WORKING GROUP:
- Riparian areas should be preserved
- Consider the watershed and impacts to stormwater runoff for plants, etc.
- Protect dry riverbeds

Revisions:
- Groundwater infiltration should be prioritized higher in the goal, policy and actions.

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal K. Preserve and protect dark skies as a key component of Oro Valley's natural environment and community value. (L)

Policy K.1. Promote outdoor lighting that enhances safety and circulation, ~~beautifies landscapes~~, minimizes impacts to adjacent properties and does not reduce enjoyment of the night sky. (L)

Action K.1.1. Improve night sky visibility and maintain safety by updating the Town's lighting code to: (L)
- Identify best practices ~~to~~ AND SUPPORT REGIONAL EFFORTS TO minimize light pollution
- Address private sports field lighting and new technologies and lighting systems
- ~~Support regional efforts~~
- Monitor and address emerging lighting technology

Action K.1.2. Continue to enforce the Town's lighting code by performing periodic light inspections of all commercial centers.

Action K.1.3. Educate and explore opportunities to support property owners with converting light fixtures to more energy efficient options. (L)

Goal L. PROMOTE the conservation of natural resources through thoughtful design, sustainable construction practices, and proactive management strategies. (L)

Policy L.1. Ensure that stormwater infrastructure is effectively designed, captured, and managed in a way that PRIORITIZES GROUNDWATER RECHARGE, ENHANCES RECREATIONAL OPPORTUNITIES, AND SUPPORTS THE PRESERVATION OF WILDLIFE HABITATS. (L)

Action L.1.1. Maintain and enhance stormwater runoff management to reduce soil erosion, IMPROVE WATER QUALITY, and increase infiltration into the groundwater system. (L)

Action L.1.2. Continue to support and allocate resources for vegetation management programs that contribute to effective stormwater control and environmental sustainability.

Action L.1.3. Regularly update and implement the Town's Stormwater Management Plan TO REFLECT BEST PRACTICES, REGULATORY REQUIREMENTS, AND EVOLVING ENVIRONMENTAL CONSIDERATIONS. (L)

Action L.1.4. Strengthen monitoring and enforcement efforts related to stormwater controls to prevent aquifer pollution, mitigate siltation in washes, and ENSURE COMPLIANCE WITH ESTABLISHED STANDARDS. (L)

Action L.1.5. Conduct periodic reviews and necessary revisions of the Town's Drainage Criteria Manual to ALIGN WITH CURRENT RESEARCH, TECHNOLOGY, AND COMMUNITY NEEDS. (L)

Action L.1.6. EXPLORE OPPORTUNITIES FOR STUDIES AND POLICY ENHANCEMENTS THAT PROMOTE GROUNDWATER INFILTRATION WHILE CAREFULLY BALANCING DOWNSTREAM IMPACTS AND MANAGING STANDING WATER LEVELS TO PREVENT UNINTENDED ENVIRONMENTAL CONSEQUENCES. (L)

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN	2. DRAFT GUIDING PRINCIPLES
PHASE 1 DIRECTION: According to a statistically projectable survey: • 62% of event and online comments related to climate were about recycling/waste programs, cleanups, composting, etc. • 67% prioritized exploring incentives to increase use of solar • 66% prioritized reducing heat island effect through landscape and design • 61% prioritized exploring incentives to increase use of energy efficient appliances • 65% prioritized reducing the heat island effect with different building materials PHASE 2 REVISIONS: Add “heat island effect” for clarity.	**6. Incorporate strategies for sustainability:** • Promote waste reduction and recycling programs and participation • Encourage use of solar and energy efficiency technology • Reduce THE heat ISLAND EFFECT through landscaping, building materials, and design • Reduce carbon emissions by supporting electric vehicles, public transit, & other transportation options

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS	
PHASE 1 DIRECTION: According to a statistically projectable survey, 66% of residents prioritized reducing heat island effect through landscape and design SUSTAINABILITY RESIDENT WORKING GROUP • Use roof and wall colors that blend into the natural environment • Lighter colors (white) should be allowed for flat roofs to improve energy efficiency and heat mitigation • Use eco-friendly and sustainable materials • Incorporate roof overhangs and awnings • Allow building materials and styles that reduce heat and help cool buildings Revision: • Action M.1.4. Identify and focus programs to mitigate heat islands. Use of more permeable surface treatments like brick instead of concrete driveways should be encouraged.	**Goal M. Reduce heat absorption through building design, landscaping and unpaved surfaces.** L	**RELATED TO:** Development
	Policy M. 1. Encourage new development and redevelopment projects to utilize energy efficient, green and sustainable building materials. L	
	Action M.1.1. Update the Town’s design standards to mitigate heat by: L • Allowing white roofs for commercial structures • Identifying building materials that are sustainable and eco-friendly • Incorporating overhangs and awnings, emphasizing the south and west elevations Action M.1.2. Review and possibly update building color standards to improve energy efficiency while maintaining a low, reflective values that blend with the natural environment. L Action M.1.3. Adopt the most up-to-date building codes (International Code Council) for energy conservation in concert with regional jurisdictions and stakeholders. L Action M.1.4. IDENTIFY AND MITIGATE HEAT ISLANDS BY REDUCING PAVING, INCREASING PERVIOUS SURFACES, PLANTING TREES AND INSTALLING SHADE.	

L = Helps meet a state legal requirement

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
SUSTAINABILITY RESIDENT WORKING GROUP • Install more covered parking with solar at Town facilities • Break up parking lots with landscaping • Pave trails with natural materials • Provide incentives for businesses to add covered parking with solar DEVELOPMENT RESIDENT WORKING GROUP: • Parking needs to be sufficient for new uses • Possibly move parking lots to the back or sides of buildings - look at parking amounts Revision: • Action M.2.1. Breakup parking lots with landscaping. Encourage more permeable surfaces and water collection. Clarify what minimum is referring to in bullet point 3.	Policy M.2. Reduce the amount of paved surfaces and uncovered parking. Action M.2.1. Update parking standards to: • Support multi-modal transportation, mixed and shared uses • Promote efficient use of spaces AND MINIMIZE ASPHALT COVERAGE (L) • Enable the minimum AMOUNT OF PARKING SPACES needed for a business • Reduce view of parking areas • Maintain landscaping AND RAINWATER HARVESTING in parking areas Action M.2.2. Consider permitting fee reductions to incentivize businesses to add solar covered parking.
PHASE 1 DIRECTION: According to a statistically projectable survey: • 66% prioritized reducing heat island effect through landscape and design SUSTAINABILITY RESIDENT WORKING GROUP • Information and education about what can be recycled • Partnerships with the library, etc. to help provide more information / education • Recycling bins at parks • Need programs to recycle electronics, appliances and batteries • Promote local businesses that recycle appliances to make it more efficient to upgrade • Partner with nonprofits who reuse and recycle (plastic bricks) instead of just traditional recycling • Encourage businesses to reduce plastic, Styrofoam use, packing materials • Need more drop off sites and composting opportunities in OV Revisions: • Action N.1.1. Lack of confidence in recycling bins. Education needs to be prioritized to build trust. Add plastics to action. • Action N.1.5. Work towards reducing plastic bag use. NOTE: State law prohibits jurisdictions from banning plastic bags.	**Goal N. Promote energy efficiency and responsible waste management strategies to make the Town more sustainable.** (L) Policy N.1. Aim to reduce solid waste diversion in all sectors through a combination of sustainable waste management practices, such as waste minimization, recycling and composting. (L) Action N.1.1. ~~Encourage and~~ promote AND PROVIDE EDUCATION ABOUT recycling by: • Updating the Town's website to provide resources and education about traditional and non-traditional recycling methods. An example of non-traditional recycling is partnering with groups that reuse plastic waste for building materials. • Partnering with the library and other organizations to distribute information or provide educational workshops, seminars, etc. • Placing recycling bins with information at Town facilities, including parks Action N.1.2. Reduce barriers to upgrading appliances by investigating partnerships and opportunities to recycle energy intensive machines. (L) Action N.1.3. Continue and expand Town-wide waste disposal events for: • Disposing medication • Paper shredding • Battery, electronics and other household goods recycling Action N.1.4. Assist non-profits or businesses providing donation drop-offs, composting or community garden programs by: • Identifying suitable locations • Updating the zoning code to accommodate uses while maintaining Oro Valley's high-quality design standards • Providing clear guidance on the zoning requirements and the permitting process Action N.1.5. Evaluate Town facilities to reduce plastic, INCLUDING PLASTIC BAGS, and Styrofoam use as a model to promote in the community.

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
PHASE 1 DIRECTION: According to a statistically projectable survey: • 67% prioritized exploring incentives to increase use of solar • 61% prioritized exploring incentives to increase use of energy efficient appliances SUSTAINABILITY RESIDENT WORKING GROUP • Work with businesses to offer discounts on solar • Consider community solar • Educate people about rebates available for solar • More information about resources and benefits of solar Revisions: Action N.2.2. Clarify what is meant by a community solar program.	Policy N.2. Maximize renewable energy generation and storage capacity by encouraging solar throughout the community (L) Action N.2.1. Provide information about the benefits, options and rebates available for solar power. (L) Action N.2.2. Research and explore the possibilities of a UTILITY SPONSORED community solar program, WHICH WOULD ALLOW RESIDENTS TO BUY SHARES OR GET CREDITS TO REDUCE THEIR ELECTRIC BILLS. (L) Action N.2.3. Expedite and reduce permitting fees to encourage solar use. (L)
PHASE 1 DIRECTION: According to a statistically projectable survey: • 50% of residents prioritized reducing carbon emissions by supporting electric vehicles SUSTAINABILITY RESIDENT WORKING GROUP • Encourage electric vehicle charging stations in shopping centers and allow in garages of single-family homes • Look for possible incentives to encourage more charging stations DEVELOPMENT RESIDENT WORKING GROUP: • Support electric vehicle charging stations in commercial areas, apartments, hotels and single-family homes. Revision: • Action N.3.2. Make sure it is clear the Town is not requiring electric vehicle charging stations in commercial centers. Specify that gas stations are included too. • Action N.3.3. Clarify the term “waste” and the purpose of the plan.	Policy N.3. Reduce automobile emissions. ~~through traffic management; transportation improvements; promotion of a wide variety of mobility options; travel demand reduction strategies; expansion of regional connectivity; and use of electric and alternative fuel vehicles.~~ Action N.3.1. Facilitate private charging stations in single-family homes by: • Updated building codes • Promoting and distributing information Action N.3.2. Update zoning code requirements to SUPPORT ~~enable~~ privately owned and maintained charging stations in commercial or employment centers, GAS STATIONS, hotels and apartment complexes. Action N.3.3. Create a Climate Resilience and Sustainability Plan to establish Town-wide measures AND STRATEGIES FOR ADAPTATION AND MITIGATION TO reduce ~~waste and~~ greenhouse gas emissions OR OTHER HARMFUL AIR POLLUTANTS.

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
DEVELOPMENT RESIDENT WORKING GROUP: With regards to utilities: • Protect OV's mountain views • Coordinate infrastructure expansion with future land use needs • Allow in open spaces but only when necessary and with special consideration • Assess suitable locations and the impact on current infrastructure and existing homes SUSTAINABILITY RESIDENT WORKING GROUP • Encourage people to upgrade or convert gas to electric	**Goal O. Provide sustainable and innovative public services and utilities that serve the current and future needs of the community** Policy O.1. Accommodate community services and utilities that meet the larger community needs and goals. Policy O.2. Consider aesthetics and visual impacts of utilities and infrastructure during the planning ,design or upgrade process, to the greatest extent reasonably possible. Policy O.3. Identify and facilitate replacement and timely upgrade of aging infrastructure as needed. Action O.2.1. Develop criteria with other agencies and providers for the responsible siting of utilities, infrastructure and other public facilities, while considering their placement: • Underground to protect mountain views • In open spaces, only when necessary, with special consideration • Assess suitable locations and the impact on current Infrastructure and residential areas. Action O.3.1. Coordinate infrastructure expansion and future utility services with land use needs. Action O.3.2. Provide information about the benefits, options and rebates available to increase energy efficiency in homes, such as converting gas to electric. (L)

(L) = Helps meet a state legal requirement

6. Water Resources and Conservation

30% Draft Plan

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN	2. DRAFT GUIDING PRINCIPLE
PHASE 1 DIRECTION: According to a statistically projectable survey: • 68% think OV's biggest challenge will be maintaining water availability • 78% prioritized increasing community resources about water conservation • 57% prioritized expanding water conservation programs, even if water user fees may be increased to fund them • 66% prioritized reducing the consumption of drinking (potable) water by increasing requirements for new developments, such as requiring gray water use • 63% prioritized reducing the consumption of drinking (potable) water by banning the use of drinking water for golf courses and development related turf irrigation. • 55% prioritized reducing the consumption of drinking water by supporting the use of recycled water PHASE 2 REVISIONS: • Drinking water and reclaimed will eventually just be one source. Should the guiding principle be updated to reflect the future state of water? NOTE: This is addressed in the goals, policies and actions in this section.	**7. Ensure water availability:** • Continue planning for a reliable water future • Increase community awareness of the importance of water conservation • Expand water conservation programs, opportunities, and requirements • Reduce the use of drinking water for irrigation • Expand the use of reclaimed water

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:
According to a statistically projectable survey:
- 68% think OV's biggest challenge will be maintaining water availability
- 66% prioritized reducing the consumption of drinking (potable) water by increasing requirements for new developments
- 63% prioritized reducing the consumption of drinking (potable) water for irrigation

SUSTAINABILITY RESIDEN WORKING GROUP:
- Use low water use and native plants
- Update the native plant list
- Educate residents about irrigation, types of plants that are best for the area and pruning (may be through partnerships with nonprofits, etc.)
- Program to help HOA's remove lawns. Encourage native plants in older neighborhoods.
- Water audits to encourage more conservation
- Maintain rainwater harvesting requirements for all new developments
- Encourage community pools instead of individual pools

Revisions:
- Action P.1.3. Do not want to encourage use of artificial turf either. Should use natural materials. Clarify natural turf, natural groundcovers and if this is for homeowners or larger developments.
- Action P.1.4. Add passive and active rainwater harvesting.

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal P. Promote and increase water efficiency.	RELATED TO:
Policy P.1. Reduce residential and commercial outdoor water use.	Development

Action P.1.1. Review and update the Town's approved plant list to maintain a landscape plant palette that includes drought tolerant and native Sonoran Desert plants.

Action P.1.2. Increase awareness about the Town's approved plant list and provide educational opportunities about irrigation, plant types and maintenance.

Action P.1.3. Identify opportunities to streamline the process and REDUCE permitting fees to ENCOURAGE HOAS AND COMMERCIAL DEVELOPMENTS TO ~~remove~~ REPLACE GRASS ~~natural turf throughout Oro Valley.~~ WITH ~~NATURAL~~ GROUNDCOVERS, LIKE DECOMPOSED GRANITE OR NATIVE VEGETATION .

Action P.1.4. Review and potentially update PASSIVE AND ACTIVE rainwater harvesting requirements for subdivisions and non-residential developments to reflect best practices.

Action P.1.5. Support community pools in-lieu of individual pools in residential subdivisions during the development review process.

Action P.1.6. Provide resources and education on different rainwater harvesting techniques.

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE

- Action P.1.7. Promote water audits and clarify how they are used.
- Action P.1.8. Add discourage natural grass with new developments. Clarify water features so it is clear the type that are being prohibited. Important to maintain as a display water conservation efforts.

SUSTAINABILITY RESIDEN WORKING GROUP:

- Harvest rainwater from the roofs of Town facilities- visible way to promote rainwater harvesting
- Remove any unnecessary turf at Town facilities (exclude ball parks, golf courses, etc.)

Revisions:

- Action P.2.1. The intent may be lost to the public as written. There isn't any to remove so it isn't clear what the Town is going to do.

PHASE 1 DIRECTION:
According to a statistically projectable survey, 57% of residents prioritized expanding water conservation programs, even if water user fees may be increased to fund them.

SUSTAINABILITY RESIDENT WORKING GROUP::

- Use gray water for irrigation
- Encourage tankless water heaters and not having water fountains
- Rebates or incentives for toilets, gray water systems, rainwater harvesting etc.

PHASE 1 DIRECTION:
According to a statistically projectable survey, 78% of residents prioritized increasing community resources about water conservation

SUSTAINABILITY RESIDENT WORKING GROUP:

- Educate snowbirds about water use – turning off water when gone
- Provide information about water conservation at Town facilities.
- Explore opportunities to provide a dashboard on the Town's website to display the community's water use.
- Contact customers without WaterSmart.
- Show residents why the community is taking steps for water conservation

Revisions:

- Action P.4.3. The dashboard is a great opportunity to provide context and benchmarks for different water uses (e.g. single-family homes with a family of 2).
- Action P.4.4. WaterSmart is a great opportunity to educate people about their water use. New customers need to be contacted about water use in the desert.
- Please see Action E.3.4. on page 11, about partnering with community resources, like Watershed Management and Sustainable Tucson.

2. DRAFT GOALS, POLICIES AND ACTIONS

Action P.1.7. Continue to ~~conduct water audits.~~ DEVELOP AND PROMOTE WATER MONITORING TOOLS, LIKE WATER AUDITS, TO IDENTIFY AND ADDRESS HIGH WATER USAGE.

Action P.1.8. Maintain zoning requirements to RESTRICT NATURAL GRASS AND prohibit ornamental water features, LIKE WATER FOUNTAINS, in non-residential developments, common areas and residential front yards.

Policy P.2. Reduce outdoor water use at Town facilities

Action P.2.1. ~~Remove existing and~~ CONTINUE TO prohibit ~~new~~ installation of ornamental natural grass at Town facilities, which excludes sports fields, golf courses and other recreational areas.

Action P.2.2. Where appropriate, install visible rainwater harvesting systems at Town facilities as functional demonstration projects.

Policy P.3. Encourage programs and opportunities that help residents make their homes more water efficient.

Action P.3.1. Encourage gray water use and tankless water heaters by publishing information and resources to help educate the community.

Action P.3.2. Update building codes to ensure new development is gray water ready.

Action P .3.3. Further explore the community desire to add a dedicated water conservation fee to offer rebates that incentivize low water use appliances and fixtures.

Policy P.4. Increase awareness and education about water use and conservation.

Action P.4.1. Provide information about water conservation at public facilities.

Action P.4.2. Conduct outreach to part-time residents to encourage water shut-off when out of town.

Action P.4.3. Create and publish an online dashboard depicting community-wide water use by different user types TO PROVIDE CONTEXT AND BENCHMARKS.

Action P.4.4. Continue the promotion of the WaterSmart program to increase enrollment, EDUCATION AND AWARENESS ABOUT INDIVIDUAL WATER USE.

Action P.4.5. Continue to use newsletters and other platforms to promote best practices and tools for water conservation and efficiency.

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 68% think OV's biggest challenge will be maintaining water availability
- 55% prioritized reducing the consumption of drinking water by supporting the use of recycled water.

SUSTAINABILITY RESIDENT WORKING GROUP:

- Adjacent areas and statewide policies will affect OV's water use
- Consistent and fair water policies for existing and new developments
- Look at the biggest water users (golf courses) and work with them to reduce water use.
- No distinction between reclaimed and potable water in the future. Consider all water resources are important.
- Remove reclaimed water exemptions to conserve this resource more too.
- The majority of the water bill is paying for things other than water. The actual cost of water is fairly low and doesn't encourage people to use less.

Revisions:

- Action Q.1.1. If the goal is to conserve more water and efficient water use, then "work with" needs to be expanded upon. It needs to be more specific to be implemented and effectuate change.
- Action Q.2.2. Education should also be about other water resources. For instance, the cost of CAP water to get people to pay attention.

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal Q. Maintain responsible use of water resources for the current and future benefit of the community. (L)

Policy Q.1. Ensure the long-term water resource supply, quality and groundwater conservation for present and future Water Utility customers. (L)

Action Q.1.1. ~~Work with the community's largest water users, especially Town facilities, to identify ways to reduce water use.~~ CREATE A PLAN TO IDENTIFY SHORT AND LONG-TERM ACTIONS TO REDUCE WATER USE FOR TOWN-OWNED GOLF COURSES AND FACILITIES.

Action Q.1.2. Participate in regional and statewide drought planning efforts to prepare and address future water source, Central Arizona Project, reductions.

Action Q.1.3. Protect water resources for current residents AND BUSINESSES by: (L)

- Coordinating with appropriate water utilities, jurisdictions and public agencies
- Continuing water-quality monitoring and sampling
- Continuing long-term planning efforts
- Continue reviewing all new developments and potential annexations to maintain a 100-year assured water supply (L)

Action Q.1.4. Expand infrastructure and facilities that provide a diverse water supply portfolio, including Central Arizona Project and reclaimed water.

Action Q.1.5. Continue to review and strategically update the tiered water rate and price of water to encourage water conservation.

Policy Q.2. Elevate the value and importance of reclaimed water conservation. (L)

Action Q.2.1. Establish a water campaign, like Tucson's One Water outreach.

Action Q.2.2. Educate the community about the importance ~~and ,~~use, AND COST OF WATER RESOURCES ~~reclaimed water~~ through the Town website, social media, newsletters, Community Academy, etc.

(L) = Helps meet a state legal requirement

Economy

Draft Goals, Policies and Actions

The Economy Resident Working Group utilized the valuable input gathered from residents during Phase 1 to develop goals and policy actions related to **Town finances, employment, businesses, and tourism,** . The drafts addressing these topics can be found in the following pages.

Look for this symbol throughout the draft plan to identify contributions from this group's discussions. Major topics discussed by this group but found in other sections of the draft plan, include:

- Arts and culture (Pages 12-13)
- Annexations (Page 48)
- Central gathering space (Page 49)

Several of the Resident Working Group discussions overlapped. As part of the 30% draft, duplicates were removed and overlapping conversations were reconciled to produce a complete list of goals, policies and actions

Month	February	March
Topic	Town Finances and Services	Workforce, Businesses and Tourism
Number of meetings	3	2
Online contributions	74	51
Average meeting attendance	19	16
Draft Goals	2	2
Draft Policies	8	7
Draft Actions	21	19

HELPFUL INFO:

Look for the "pencil" to read Resident Working Groups' first draft revisions. Additions are shown in CAPS and deletions are shown with a ~~strikethrough.~~

The "L" symbol indicates the draft goal, policy or action helps meet a legal requirement for the 10-year action plan. The state-required legal requirements are linked HERE.

Resident Working Group Members:

Addison Blackburn
Brian Anderson
Bill Rodman
Brett Willman
Chris Barber
Christian Kirkland
Devak Biswas
Don Zais
Frank Hayes
Frank Trembulak
Hal Bergsma
Jeff Jones
Joe Brandhuber
Joyce Garland
JJ Johnston
Judy Nunan
Kristen Sharpe
Manuel Ballestero
Matthew Miller
Mark Napier
Michael Burns
Mike Mason
Richard Furash
Richard Johnson
Ron DeSouza
Rosa Daily
Shari J Colson
Sarah Kaiser
Sue Ellen Black
Theresa David
Tony D'Angelo

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN	2. DRAFT GUIDING PRINCIPLES
PHASE 1 DIRECTION: According to a statistically projectable survey: • 42% prioritized issuing municipal bonds • 28% prioritized adding or increasing user fees • 29% prioritized pursing annexations • 22% prioritized increasing sales tax with more retail • 18% prioritized implementing property tax	**8. Maintain financial stability:** • Manage and administer the Town's budget to meet the community's needs • Anticipate increasing service and infrastructure needs and costs • Plan for revenue impacts as land for development becomes scarce • Diversify and increase revenue sources

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
PHASE 1 DIRECTION: According to a statistically projectable survey: • 47% of residents think OV's biggest challenge in the next 10 years will be maintaining financial stability. ECONOMY RESIDENT WORKING GROUP: • Maintain a well-managed budget, conservative approach, system for splitting funds, reasonable contingency fund, and use of various funding sources like grants • Strong fiscal management policies and practices Revisions: • Goal R. Replace the word "funding" with "revenue sources" • Action R.1.2. Adjust wording for accuracy.	**Goal R. Ensure sustainable REVENUE SOURCES ~~funding~~ and efficient allocation of resources to provide high-quality, well-maintained and reliable Town assets and services** Policy R.1. Adhere to budgeting practices that prioritize planning for long-term financial obligations related to public services and amenities. Action R.1.1 Periodically review and update the Town's fiscal management policies and practices to produce sound budget reports. Action R.1.2: CONTINUE TO evaluate the minimum percentage for ~~the contingency reserve~~ GENERAL FUND RESERVES ~~balance~~ to make sure it is adequate AND IN COMPLIANCE WITH TOWN FINANCIAL POLICIES.
ECONOMY RESIDENT WORKING GROUP • Continue reporting on funds and providing different levels of reports, like the Popular Report and Know Your Town's Budget • Need website with more information, details on how we compare to other similarly sized jurisdictions, clearer schedule about monthly financials Revisions: • Action R.2.1. Provide a comprehensive report on all fund types. Add the timing of the reports to the action.	Policy R.2. Regularly report on financial performance and increase engagement with the community in the budgeting process. Action R.2.1. Produce and distribute financial reports ON A TIMELY BASIS (MONTHLY, QUARTERLY AND ANNUAL) that provide COMPREHENSIVE information at various levels of financial literacy, such as the Popular Report and Know Your Town's Budget. Action R.2.2. Add more financial details, including a schedule of publications to the Town's website. Action R.2.3. Explore tools to increase transparency of revenue AND expenditures.

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
ECONOMY RESIDENT WORKING GROUP: • Annually review fees for possible increases • Review all operations and CIP for effectiveness and efficiency • Research best practices of other similar cities for ideas to generate revenue or reduce costs • Conduct a cost benefit analysis for all projects Revisions: • Action R.3.1. Not all fees need to be reviewed annually. Establish a schedule to periodically review fees because some go too long without updates. • Action R.3.4. Clarify cost-benefit analysis.	Policy R.3. Routinely conduct financial studies and assessments to increase efficiency and effectiveness. Action R.3.1. ~~Annually review~~ ESTABLISH A SCHEDULE TO PERIODICALLY REVIEW ALL fees for potential increases. Action R.3.2. Routinely review Town processes, project management practices and contracts for inefficiencies. Action R.3.3. Research best practices of similar cities for possible new revenue generators. Action R.3.4. Conduct an ~~cost-benefit~~ analysis TO EVALUATE THE PROJECTED COSTS AND BENEFITS TO THE COMMUNITY for MAJOR CIP projects. THE FINANCIAL EVALUATION IS TO BE WEIGHTED WITH CONSIDERATION OF OVERALL COMMUNITY BENEFIT AND NEED.
ECONOMY RESIDENT WORKING GROUP: • Maintain long-term view and CIP needs • Prioritize critical services over things that would be nice to have. This includes police, water, roads, parks and other community facilities. • Consider projects benefiting the general community, broader enhancement of the quality of life for most residents, geographic equity, projects that represent the community, • Fund projects that align with Town's vision and values. • Measure return on investment as it relates to maintaining OV's quality of life. • Coordinate CIP projects with utilities and developers for economies of scale. DEVELOPMENT RESIDENT WORKING GROUP: • Maintaining superior roads should be a funding priority. COMMUNITY RESIDENT WORKING GROUP: • Make sure OV has enough officers and budget accordingly Revisions: • Action R.4.5. This was previously a policy. More details added to make it an action.	Policy R. 4. Prioritize budget allocations that maintain Oro Valley's core services and benefit the community as a whole. Action R.4.1 Ensure adequate funding is consistently available for core services which are safety, streets, water, parks and community facilities. Action R.4.2. Evaluate Town projects with the following emphasis: • Significant safety and infrastructure needs • Enhancement to the quality of life for the majority of residents • Geographic equity, specifically for Parks and Recreation projects • Long-term financial sustainability Action R.4.3. Make strategic public investments that maintain OV's quality of life and supports desirable economic development. Action R.4.4. Coordinate projects with outside agencies, including utility providers to minimize long-term costs and construction impacts to the community. Action R.4.5. Leverage the Town's participation in STATE, ~~local and~~ regional and local planning initiatives to secure funding and expand revenue sources for short- and long-term improvements, adapting to ever-changing community and market dynamics, including: • Pima ASSOCIATION OF GOVERNMENTS • REGIONAL TRANSPORTATION AUTHORITY • PIMA COUNTY HOUSING EFFORTS • STATE OF ARIZONA

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
ECONOMY RESIDENT WORKING GROUP: • Review contracts to see if costs can be reduced • Reduce waste and inefficiencies • Improve efficiency and optimize performance • Incorporate AI or other technology to reduce costs Revision: • Action R.5.4.Add language about reviewing IT systems • Resident groups have formed to help leverage costs and accomplish items. NOTE: This is addressed in Policy E.2 on page 10.	Policy R.5. Encourage process improvements throughout all Town departments Action R.5.1. Routinely review procurement procedures and contracts to reduce costs. Action R.5.2. Routinely review Town processes and project management for opportunities to increase efficiency and optimize performance. Action R.5.3. PERIODICALLY REVIEW AND explore the use of technology, SYSTEMS AND IT INFRASTRUCTURE to ADDRESS NEEDS AND increase efficiency.
ECONOMY RESIDENT WORKING GROUP: • Be broad in the 10-year plan. Do not focus on specific revenue generators and how they should be used. Focus should be on engaging the community about revenue sources, Town budget and effects to Town services. Revision: • Policy R.6. and Action R.6.1. – too broad as an action. Not giving enough direction to implement. Simplify to engage the community about alternative and ongoing revenue sources. Combine the policy and action. • Action R.6.2. – add examples for the different types of tools. Level of service is confusing – suggest Town offerings or services. Add existing and potential when describing revenue sources.	Policy R.6. Engage the community ABOUT ALTERNATIVE AND ONGOING ~~before approving any new~~ revenue sources. ~~Action R.6.1. Expand the town's revenue by utilizing robust a community engagement process to identify acceptable sources.~~ Action R.6.2. UTILIZE A VARIETY OF TOOLS AND METHODS, SUCH AS SURVEYS, ONLINE AND IN-PERSON COMMUNITY ENGAGEMENT REGARDING REVENUE SOURCES (BONDS, SALES TAX, USER FEES) BY: • EDUCATING THE COMMUNITY ABOUT EXISTING AND POTENTIAL REVENUE SOURCES • IDENTIFYING NEED FOR NEW REVENUE OR ADJUSTMENTS TO LEVELS OF SERVICE AND OFFERINGS • CONSIDERING COMMUNITY FEEDBACK IN RECOMMENDATIONS, AS APPROPRIATE
PHASE 1 DIRECTION: According to a statistically projectable survey: • 47% of residents think OV's biggest challenge in the next 10 years will be maintaining financial stability. ECONOMY RESIDENT WORKING GROUP: • Policy S.1. The Town already does this. We should clarify so people know that we do this. Fully recovered conflicts with actions and may not be applicable to all developments, such as annexations. Fully recovered may be limiting. • Action S.1.1. Reword fair-share. It conflicts with fully recovered in the policy. Acknowledge 5-year updates required by state law. Add the word "continue" since the Town currently complies with this requirement.	**Goal S.** Ensure the costs to provide public services to new development are ~~fully~~ recovered. (L) Policy S.1. CONTINUE TO review and update fees associated with development to ensure cost of services and infrastructure is ~~fully~~ recovered. (L) Action S.1.1. ~~Regularly~~ CONTINUE TO update impact fees AS REQUIRED BY STATE LAW to ensure developers pay ~~their fair-share of~~ the APPROPRIATE costs associated with expanding infrastructure and public services, such as transportation, water, and emergency services. (L) Action S.1.2. Negotiate development agreements and explore other cost-sharing mechanisms to fund major infrastructure and public facility improvements that provide necessary community benefit. (L) Policy S.2. Coordinate land use and public facility planning to appropriately locate public facilities in safe locations that can effectively facilitate emergency response. (L) Action S.2.1 Routinely review and update the Town's Facilities and Space Plan to identify needs. (L)

(L) = Helps meet a state legal requirement

8. Employment, Businesses and Tourism

30% Draft Plan

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 58% think OV should be described for its employment opportunities.
- 64% prioritized workforce attraction and retention
- 60% prioritized entrepreneurship
- 69% prioritized medical/health
- 59% prioritized research/tech parks
- 48% prioritized small office complexes
- 55% think OV should be more self-sufficient with options to live, work, and play: More restaurants, stores, amenities, things to do
- 24% of economic development related suggestions were related to keeping businesses open or attracting new businesses
- 61% want more restaurants and retail

2. DRAFT GUIDING PRINCIPLES

9. Grow the number of high-quality employment opportunities:

- Diversify the type of industries and job opportunities
- Attract employers who offer high-paying jobs
- Attract and retain workers by promoting quality schools, housing, parks, and things to do
- Foster entrepreneurship
- Expand research and development, bioscience, and emerging tech industries

10. Foster a broad range of shopping, entertainment, events, and dining options:

- Fill empty storefronts and redevelop existing buildings
- Increase customer base to retain and attract new businesses
- Attract and support more local businesses
- Increase tourism to support OV's resorts, hotels and businesses

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 58% think OV should be described for its employment opportunities.
- 64% prioritized workforce attraction and retention
- 60% prioritized entrepreneurship
- 69% prioritized medical/health
- 59% prioritized research/tech parks
- 48% prioritized small office complexes

ECONOMY RESIDENT WORKING GROUP:

- Includes entrepreneurs and home-based jobs
- Consider revenue generated from employers like retail
- Attracting businesses to OV that are in high demand such as roofers, remodelers, etc.

COMMUNITY RESIDENT WORKING GROUP:

- Lack of employment opportunities for young adults

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal T. Foster a robust local economy and job market that provides for quality employment, builds on Oro Valley's assets and encourages responsible growth and investment.

Policy T.1: Pursue and support businesses that expand the local tax base, increase local employment and decrease the need to shop outside the community.

Action T.1.1 Develop and implement a plan to attract, expand and retain:

- Core industries including bioscience, research and development
- Start-ups, entrepreneurs and emerging technologies

Action T.1.2. Help promote businesses providing services in high-demand by residents or employment opportunities for youth by:

- Working with the OV Chamber of Commerce
- Listing businesses on the Town's website

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
ECONOMY RESIDENT WORKING GROUP • Need quality and skilled workforce, job opportunities • Welcoming to UA graduates to retain talent Revisions: • Action T.2.1. Add other local organizations. The OV Chamber, Startup Tucson, etc. could also connect businesses with skilled workers. • Action T.2.2. Add action about the businesses that support education, like tutors. Note: This is addressed through Action T.1.3.	**Policy T.2. Nurture an educated, skilled and competitive workforce to match the employment needs of the local and regional economy.** Action T.2.1 Act as a liaison between businesses, and educational ~~or~~ training institutions, OR OTHER LOCAL ORGANIZATIONS to help attract, retain and connect skilled workers. Educational, ~~and~~ training institutions, AND LOCAL ORGANIZATIONS include: • Amphitheatre school district • Local charter and private schools • Pima Community College and the University of Arizona • OV CHAMBER OF COMMERCE • STARTUP TUCSON
ECONOMY RESIDENT WORKING GROUP: • Top rated schools and educational opportunities should be promoted to attract workers • Market OV's quality of life, safety and schools Revisions: • Action T.3.1. Add action about the value for lifelong learning in OV • OV is a top tier destination for retirees. Should be added to the list. Note: Please see Action C.2.2. on page 9.	**Policy T.3. Promote and maintain the community characteristics that are mutually beneficial to business and quality of life for residents.** Action T.3.1 Market Oro Valley's quality of life, exceptional LIFELONG educational opportunities, safety and other strengths to attract families, businesses and workers.
ECONOMY RESIDENT WORKING GROUP: • Community amenities, such as gathering spaces, parks, art, cultural areas, restaurants and more are needed to attract workers • Things need to be open later – not enough for young people to do	**Policy T.4. Encourage community gathering areas, collaborative spaces and other amenities that help attract, support, encourage and retain a healthy workforce.** Action T.4.1. Develop strategies to create private and public spaces throughout the community that encourage social and educational interactions. Action T.4.2. Foster dining and entertainment options that are open past 8 PM.
ECONOMY RESIDENT WORKING GROUPS: • Resources to help first-time business owners • Help small and local businesses • Foster entrepreneurship • Encourage businesses from Eller College of Business (start-ups) to come to Oro Valley Revisions: • Action T.5.1. Add Pima Community College. • Action T.5.2. Added as another avenue to attract and support start-up businesses. • Action T.5.3. Highlight resources that we already use to help attract businesses. We need to better define the tools we have and how we choose to use them to attract businesses. • Action T.5.4. Expand marking of existing businesses.	**Policy T.5. Attract and retain valued and under-represented businesses, including start-ups, small and local establishments.** Action T.5.1. Partner with higher educational institutions, like the University of Arizona AND PIMA COMMUNITY COLLEGE, to attract entrepreneurs and start-up businesses. ACTION T.5.2. EXPAND THE UNIVERSITY OF ARIZONA CENTER OF INNOVATION ORO VALLEY TO CREATE ADDITIONAL OPPORTUNITIES FOR STARTUP TENANCY IN BIOSCIENCES AND BIOLIFE. Action T.5.3. Expand the outreach and marketing of available resources to aid in business recruitment and assist new businesses who are opening in Oro Valley. ACTION T.5.4. CONTINUE TO UTILIZE LEAD GENERATION SOFTWARE PLATFORMS, PARTNERSHIPS, AND OTHER RESOURCES TO ATTRACT BUSINESSES TO ORO VALLEY. ACTION T.5.5. EXPAND MARKETING OF EXISTING BUSINESSES THROUGH TOWN WEBSITES, SOCIAL MEDIA, AND OTHER COMMUNICATION TOOLS.

1. RESIDENT GUIDANCE

ECONOMY RESIDENT WORKING GROUP
- Provide clear, unambiguous zoning requirements
- Offer alternative or flexible zoning for major street corridors to allow residential near commercial
- Automatic approvals if developing to design standards

PHASE 1 DIRECTION:
According to a statistically projectable survey:
- 51% prioritized visitor and tourist attractions
- 41% prioritized hotels and resorts

ECONOMY RESIDENT WORKING GROUP
- Market OV businesses to surrounding areas like Saddlebrooke
- Encourage more regional shoppers to choose OV
- Focus on biking, hiking, swimming, parks and tournament opportunities to increase tourism
- Have an economic viewpoint when considering investments into parks and recreational facilities
- Help businesses leverage events and tourists
- Partner with Tucson to offer things OV may not have like restaurants and high-end resorts
- Target the right audience with the right messaging
- Possible need for a visitors guide or more robust publication

COMMUNITY RESIDENT WORKING GROUP
- Balance the park/rec facility needs of the community and tournaments

Revisions:
- Action U.1.3. Define types of tourism OV should be known for. Current goals and policies are too broad. Highlight winter tourism opportunities. Include culture, which sets OV apart from surrounding communities. Market Vistoso Trials – may need to be more detailed about specific areas. Kinds of recreation.
- Action U.1.5. Strategic planning for parks and recreation should consider economic development. Intentional about parks and rec development - economic returns on the investment.
- Action U.1.2. This is currently being done. Revise language to reflect current efforts.
- Action U.1.7. Work with other towns and entities to increase tourism.
- Action U.1.6. Do not like the word well being. Combine with existing language so it can be implemented. Go beyond just retail.

2. DRAFT GOALS, POLICIES AND ACTIONS

Policy T.6. Expand zoning overlays or alternative zoning options to increase the development of retail, restaurants and services.

Action T.6.1. Expand the Economic Expansion Zone (EEZ) to streamline the development review process to all commercially zoned areas.

Goal U. Establish Oro Valley as a tourist destination.	**RELATED TO:**
Policy U.1. Promote the Town as a destination for unique and high-quality experiences that drive tourism, support local businesses, and expand job opportunities.	Arts and Culture Parks and Recreation

Action U.1.1. Alert local businesses about major tourist events to help leverage the influx of potential customers.

Action U.1.2. Continue to work with local resorts and leisure travel groups to identify needs and opportunities to increase tourism.

Action U.1.3. Create a robust marketing strategy to position Oro Valley as a regional destination for:
- shopping, ENTERTAINMENT ~~recreation~~ and dining
- ARTS AND CULTURE
- WELLNESS AND RELAXATION
- HIKING, BIKING, AND OTHER OUTDOOR RECREATIONAL ACTIVITIES

ACTION U.1.4. TARGET SPECIFIC COLD WEATHER MARKETS TO INCREASE WINTER VISITATIONS.

Action U.1.5. Promote events and programs that attract visitors and support local businesses

Action U.1.6. Develop strategies to increase opportunities for SPORTS TOURISM ~~recreational~~ and community events by:
- Partnering with local schools or school districts for shared use of facilities.
- Planning for sports tournaments, festivals, or fairs.
- Considering ~~tourist opportunities with~~ COST-EFFECTIVE investments to PARKS, RECREATION, PATHS AND TRAILS ~~community facilities~~ THAT INCREASE TOURISM AND REGIONAL USE

Action U.1.7. Support ~~revenue generating~~ or attract businesses and events that contribute to the FISCAL well-being of the Town by:
- Promoting and implementing a shop local program
- Promote events and programs that attract visitors and support local businesses

Development

Draft Goals, Policies and Actions

The Development Resident Working Group utilized the valuable input gathered from residents during Phase 1 to develop goals and policy actions related to **transportation, bicyclists, pedestrians, housing, land use, including the land use map, development and 10-year plan amendments.** The drafts addressing these topics can be found in the following pages.

Look for this symbol throughout the draft plan to identify contributions from this group's discussions. Major topics discussed by this group but found in other sections of the draft plan, include:

- Traffic Safety (Page 5)
- Bicycle and pedestrian amenities and signage (Page 14-15)

Several of the Resident Working Group discussions overlapped. As part of the 30% draft, duplicates were removed and overlapping conversations were reconciled to produce a complete list of goals, policies and actions

Month	February	March	April
Topic	Transportation, Bicyclist & Pedestrians	Housing	Land use and development
Number of meetings	3	2	5
Online contributions	207	76	41
Average meeting attendance	27	25	23
Draft Goals	3	2	4
Draft Policies	10	7	9
Draft Actions	35	15	18

HELPFUL INFO:

Look for the "pencil" to read Resident Working Groups' first draft revisions. Additions are shown in CAPS and deletions are shown with a ~~strikethrough~~.

L The "L" symbol indicates the draft goal, policy or action helps meet a legal requirement for the 10-year action plan. The state-required legal requirements are linked HERE

Resident Working Group Members:

Andrew Traficanti
Aditya Makham
Akmaral Mukan
Bill Rodman
Brian Hynd
Bob Skeller
Cesar Molina
Colleen McCarthy
Daniel Sturmon
David Ketchum
Don Cox
Emma Kim
Gayle Lopez
Hal Bergsma
Janet Christopher
Jill Thoman
Joe Brandhuber
Joe Nichols
Joanne Moothart
Jodi Koch
John Bohl
Kim Outlaw Ryan
Kristen Sharpe
Laura Laychak
Leeah Payne
Lisa Kaimer
Lisa Stussel
Makenna Markley
Mark Howe
Mary Ann Ahrens
Matthew Wood
Michael Bilodeau
Michael Burns
Mike Honomichl
Mike Smejkal
Phil Zielinkski
Randy Kohout
Rob Young
Robert Sabo
Robin Meece
Ron DeSouza
Rosa Dailey
Sandra Wilson
Sandy Garrick
Shirl Lamona
Stephanie Cetti
Susan Allen
Thomas Gribb
Toni Kane

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN	2. DRAFT GUIDING PRINCIPLE
PHASE 1 DIRECTION: According to a statistically projectable survey: • 91% prioritized maintaining roadways in a proactive manner • 14% suggested better traffic lights, streetlights, increasing efficiency of all signalized intersections • 51% prioritized reducing depending on vehicles • 48% prioritized increasing public transportation options • 55% prioritized supporting other modes of transportation • 68% prioritized increasing pedestrian connections • 74% prioritized increasing pedestrian safety at major intersections • 18% disliked OV's traffic PHASE 2 REVISIONS: • Add a specific guiding principle about bike and pedestrian safety and connectivity • Revise "increasing public transportation options" to reflect both the survey and resident working group discussion. Consider funding, types and action word. NOTE: This is addressed in Goal X on page 41.	**Maintain good roads, manage traffic flow, and encourage a variety of transportation options:** • Proactively keep roads in good condition • Increase efficiency of all signalized intersections • Reduce vehicle miles traveled between housing, shopping and employment areas • Increase public transportation options • INCREASE SAFETY AND CONNECTIVITY FOR PEDESTRIANS AND CYCLISTS • Improve the transportation network to support all users

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:
According to a statistically projectable survey, 74% of residents prioritized increasing pedestrian safety at major intersections.

DEVELOPMENT RESIDENT WORKING GROUP
- Keep the multi-use paths and paved shoulders clean
- Regularly inspect paved shoulders and paths for cracks or obstructions.
- Identify the correct equipment to remove debris – sweepers can miss rocks.
- The paved shoulder on 1st and Tangerine is too narrow
- Need signage to remind people to share the road with cyclists
- Physical barriers to separate vehicles and cyclists
- Protected crosswalks are needed
- Regulate and define E-bikes
- Ensure memorials are safely placed to not cause a distraction

COMMUNITY RESIDENT WORKING GROUP
- Add share the road signs in areas where drivers are not observant of cyclists
- Signage or flags to alert cyclists to be cautious
- 1st and Tangerine is not a safe area for cyclists.
- Need a maximum standard for steepness and tightness of curves on multi-use paths

Revision:
- Action V.1.3. – Use "or" instead of "and" for the types of physical barriers. Define protected crosswalks. Specify the need for wider paved shoulders at 1st and Tangerine. Add "where requested" and as needed.

DEVELOPMENT RESIDENT WORKING GROUP
- Include safety info for pedestrians and cyclists on Explore OV app
- Educate users on appropriate safety etiquette
- Distribute safety etiquette information through Town publications, flyers at athletic and cyclist stores

Revision:
Action V.2.2. Need signage related to the direction/flow of pedestrians and cyclists. Wayfinding signage to help people navigate trail and path routes.

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal V: Provide safe routes for all users to move throughout the Town. (L)	**RELATED TO:**
Policy V.1. Prioritize safety and accessibility, including facilities for pedestrians and cyclists along major routes. (L)	Public Safety Employment Trails

Action V.1.1. Regularly inspect, clean and repair pedestrian and cyclist routes for cracks, debris, obstructions and other needed repairs.

Action V.1.2. Research and utilize appropriate equipment to keep pedestrian and cyclist routes maintained.

Action V.1.3. Increase safety, awareness and visibility of pedestrians and cyclists by comprehensively improving street and intersection design: (L)
- Adding signage in high trafficked areas to alert drivers
- Delineating multi-use lanes (paved shoulders for bikes, pedestrians etc.) for cyclists through pavement color, physical barriers OR other design changes
- ~~Studying~~ STUDY AND IMPROVE CROSSWALK SAFETY BY ADDRESSING TIMING, DESIGN AND OTHER FACTORS, ~~and implementing protected crosswalks~~, where needed OR REQUESTED
- Address the width of paved shoulders in areas of inadequacy, ESPECIALLY AT 1ST AND TANGERINE.
- Evaluate all Town multi-use paths for safety and to minimize areas of steep slopes and tight curves.

Action V.1.4. Adopt regulations AND identify designated areas ~~and define~~ FOR THE USE OF E-bikes or other similar transportation modes.

Action V.1.5. Inform the community about rules ~~and regulations~~ for E-bikes and other similar transportation modes.

Action V.1.6. Work with schools to evaluate the safety of school bus stop locations.

Action V.1.7. Continue to allow but ensure memorials along roads are ~~positioned~~ DESIGNED AND POSITIONED safely.

Policy V.2. Educate pedestrian, hikers and cyclists about safety and proper etiquette along roadways, trails and multi-use paths. (L)

Action V.2.1. Develop safety guidelines, etiquette standards and route maps for pedestrians, equestrians and cyclists. (L)

Action V.2.2. Distribute information about safety guidelines, etiquette and routes through the following:
- Town publications and newsletters
- Information at local athletic or bicycle shops
- Signage along multi-use paths TO ALSO DIRECT FLOW AND WAYFINDING
- Educational programs
- Partnerships with local resorts and hotels
- Explore OV or similar platforms

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:
According to a statistically projectable survey, 68% of residents prioritized increasing pedestrian connectivity.

DEVELOPMENT RESIDENT WORKING GROUP:
- Need a safe way to cross Rancho Vistoso at the top of the bike path connector
- Need connection from the east side of Oracle
- Connect parks, shopping areas and neighborhoods
- Enhance connectivity to the Loop by integrating local paths
- Connectivity of paths should be part of all road improvement plans
- Continue to create good bike and multi-use paths; assets in the community

COMMUNITY RESIDENT WORKING GROUP:
- Need a plan for trails and cycling
- Safety for kids riding along streets near schools
- Enforce speed limits near schools
- Better access across Oracle Road (to Marketplace)
- Connectivity between trails and paths, to neighborhoods
- More trails needed to maintain ability to walk, hike, run, etc.

Revisions:
- Action V.3.2 needs to integrate the Trails Master Plan currently underway.
- Action V.3.7. Work with Pima County to continue existing signage along the Loop in Oro Valley.
- Action V.3.9, include school resource officers and crossing guards too. Note: School resource officers are included as police officers.

DEVELOPMENT RESIDENT WORKING GROUP:
- Need bike lanes between La Canada and Thornydale.
- Sand accumulates between La Cholla and Thornydale

2. DRAFT GOALS, POLICIES AND ACTIONS

Policy V.3. Develop well-connected and highly-visible routes to parks, schools, shops, open spaces and other activity areas. (L)

Action V.3.1. Continue to prioritize connectivity and safety for pedestrians and cyclists with all roadway improvement projects (L)

Action V.3.2. Create an Active Transportation Plan that INTEGRATES THE TRAILS MASTER PLAN TO PROVIDE A COMPREHENSIVE focus on pedestrian and cyclist safety, TRAIL AND PATH EXPANSIONS, amenities and connectivity. (L)

Action V.3.3. Work with ADOT to study and implement safe crossings for pedestrians and cyclists across Oracle Road. (L)

Action V.3.4. Continue to require developers to provide pedestrian and bicycle access to schools, parks, shopping and employment opportunities. (L)

Action V.3.5. Enhance accessibility and connectivity to the portion of the Loop within OV limits by integrating local path and trails.

Action V.3.6. Increase safety for students walking or biking to school by: (L)
- Formally identify and promote safe routes
- Continue educating students and parents on safety practices
- Working with schools, including charter and private schools, to identify need for school zones, crossing guards, or other similar safety measures
- Station police officers OR CROSSING GUARDS near schools during drop-off and pick up times.

Policy V.4. Participate in regional planning efforts to ensure the Town's bike AND TRAIL system is safe and connects with neighboring communities.

Action V.4.1. Work with regional partners, including Pima County and Marana to eliminate gaps and provide consistent connections for pedestrian and cyclists. (L)

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:
According to a statistically projectable survey, 18% of residents' dislike traffic and 14% suggested better traffic light timing.

DEVELOPMENT RESIDENT WORKING GROUP:
- Use roundabouts instead of four-way stop signs, when applicable
- Roundabouts are safe but consider complexity to unfamiliar drivers, may not work in all areas
- Periodically review the timing of lights along Tangerine, La Canada, La Cholla, First/Rancho Vistoso
- Maintaining an adequate level of service along roads and intersections, where possible
- Work with ADOT to align stop light timing, especially at the Rooney Ranch Center, Oracle and Magee, Oracle and 1st, Oracle and Push View Lane
- Improvements needed on Oracle and 1st and Oracle and Pusch View Lane - areas with multiple turning movements
- Need a better understanding about development patterns before knowing if more or wider roads are needed
- Need another north/south road to alleviate traffic from Oracle.
- Easier access to I-10

ECONOMY RESIDENT WORKING GROUP:
- Commuting needs to be easier and safe

SUSTAINABILITY RESIDENT WORKING GROUP:
- Improve traffic flow, especially at key areas in Town to reduce carbon emissions.

Revisions:
- Action V.5.3. Define superior as it relates to traffic, safety and convenience.
- Action V.5.6. Add action to work with surrounding jurisdictions to coordinate stop light timing in and around OV.

2. DRAFT GOALS, POLICIES AND ACTIONS

Policy V.5. Improve traffic safety and flow along major roadways and intersections. (L)

Action V.5.1. Evaluate alternative intersection designs, such as roundabouts, to improve traffic flow and safety at intersections.

Action V.5.2. Periodically review the timing of lights for better alignment along major roadways.

Action V.5.3. Strive to maintain a ~~superior roadways~~ MINIMUM LEVEL OF SERVICE "D", WHILE BALANCING SAFE AND EFFICIENT TRAFFIC FLOW, WITH EMPHASIS ON SAFETY.

Action V.5.4. Coordinate with the state to improve traffic flow, safety, maintenance and aesthetics of Oracle Road by:
- Aligning stop lights
- Enhancing landscaping and beautification efforts

Action V.5.5. Evaluate and identify improvements to address traffic flow and safety at key intersections. This includes but is not limited to:
- Rancho Vistoso/1st and Tangerine
- 1st Avenue and Oracle
- Push View Lane and Oracle
- Oracle and Magee

Action V.5.6. WORK WITH SURROUNDING JURISDICTIONS TO COORDINATE STOP LIGHT TIMING ALONG MAJOR ROUTES.

Action V.5.7. Complete long-range planning for the roadway network that: (L)
- Addresses proper capacity to serve traffic generated by the land uses depicted on the Land Use Map.
- Identifies transportation needs, connections and access on major roadways
- Identifies alternative routes to Oracle Road to alleviate congestion

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:
According to a statistically projectable survey, 91% of residents prioritized maintaining roads in a proactive manner.

DEVELOPMENT RESIDENT WORKING GROUP:

- OV roads are a positive distinct from the rest of the region. Pride of OV.
- Encourage more Adopt-A-Road areas
- Use native trees and plants along roadways to provide shade
- Public art should be 2% of the transportation budget

DEVELOPEMNT RESIDENT WORKING GROUP

- Partner with ADOT, Pima County and Marana to maintain roads near and through OV

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal W. Maintain and enhance the Town's superior roadway maintenance and design practices.	**RELATED TO:**
	Town Finances

Policy W.1. Proactively maintain Oro Valley roadways to the highest quality.

Action W.1.1. Continue to support the Adopt-A-Road program and volunteers.

Action W.1.2. Implement roadway design standards, especially for arterial and collector roads, that emphasize:

- Low water use, native plants along roadways and in medians
- Native trees along pedestrian and cyclist routes to increase shade
- Public art and other amenities that promote OV's unique character
- Cease irrigation system after plant establishment.

Policy W.2. Collaborate with surrounding jurisdictions, ADOT and HOAs to maintain private and other publicly owned roads in and around Oro Valley.

Action W.2.1. Work with ADOT, Pima County and Marana to regularly identify roads near Oro Valley that in need of repair and encourage preventative maintenance.

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:
According to a statistically projectable survey, 48% of residents prioritized increasing public transportation options.

DEVELOPMENT RESIDENT WORKING GROUP
- Continue and expand Dial-A-Ride, including weekends
- Consider some set routes for Dial-A-Ride mini busses. Study where people frequently travel to and from to identify routes and destinations.
- Evaluate need for Park and Ride lots. Consider partnering with churches, parks, etc. to use existing lots.

Revision:
- Goal X. Add the word "diverse"
- Policy X.1. Concern about feasibility and cost of public transportation. Make sure the options fit Oro Valley and are cost effective.

DEVELOPMENT RESIDENT WORKING GROUP
- Light rail between OV and Tucson
- Air travel is expected to increase over the next 10 years. OV needs to plan accordingly.
- Connect busses with Tucson's rapid transit routes
- Busses are good for commuting but not traveling within OV.
- May need to increase density or development to make public transit more feasible
- Transit stops should have shade/seating at a minimum
- All transit vehicles should be ADA accessible.

ECONOMY RESIDENT WORKING GROUP:
- Commuting needs to be easier and safe
- Need better public transit

SUSTAINABILITY RESIDENT WORKING GROUP:
- Plan for busses to reduce carbon emissions

Revisions:
- Policy X.2. is limiting. It is more than just reducing time, consider costs, health and safety. Rewrite policy as these options may not reduce commute times.
- Action X.2.2. Revise to evaluate and explore instead of identify.

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal X. Foster transportation options that support the DIVERSE AND growing needs of the community.	**RELATED TO:**
Policy X.1. Support and expand ~~Oro Valley's~~ COST-EFFECTIVE public transportation options. (L)	Employment Climate

Action X.1.1. Continue and identify available funding to expand the Dial-A-Ride Program to include weekend service. (L)

Action X.1.2. Study the most frequent routes and destinations of Dial-A-Ride to explore the feasibility of creating fixed, local routes. (L)

Policy X.2. ~~Reduce commute times through alternative modes of transportation.~~ REDUCE TRAFFIC CONGESTION DURING PEAK HOURS.

Action X.2.1. Explore, plan and prepare for new transportation modes that reduce commute times. (L)

Action X.2.2. Work with Pima Association of Governments (PAG) to EVALUATE AND EXPLORE POSSIBLE ~~identify~~ corridors for commuter bus routes. (L)

Action X.2.3. Evaluate the need and possibly expand the number of Park and Ride lots by: (L)
- Partnering with churches
- Utilizing existing lots at parks or other Town facilities

Action X.2.4. Enhance the rider experience by providing amenities at BUS stops, including Park and Ride lots.

Action X.2.5.Use signage to increase use and visibility of Park and Ride lots.

Policy X.3. ~~Reduce commute times through alternative modes of transportation.~~ REDUCE VEHICLE MILES TRAVELLED BETWEEN WORK, HOME, SHOPS, RECREATION AND OTHER DESTINATIONS.

Action X.3.1. Create development standards, policies and provisions and make available in appropriate locations for:
- Transit-oriented development
- Mixed-use zoning

Action X.3.2. Work with regional employers to relocate or establish satellite offices in OV.

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 37% prefer the remaining land be used to provide more housing options: Mix of density, more housing options
- 60% are personally concerned with housing costs: Lower rent, affordable housing, housing for families and workers.
- 47% agree there is a lack of financially attainable housing for teachers, police, first responders, retail or service employees, or entry level professionals.
- 42% agree there is a lack of financially attainable housing for seniors, veterans, or persons with disabilities.
- 24% think apartments are needed
- 28% want fewer apartments: Less high density, less apartments, no rentals, limit new residential developments, limit the construction of high-density apartment
- 60% agree high-density should be in areas with easy access to shops, services, and facilities.
- 40% agree high-density should be along arterials or major roadways
- 90% agree owning their own home is important to them.

PHASE 2 REVISIONS:

Limit can be interpreted as no construction. Needs to be tied to areas so it is clear.
Possibility to combine the last two bullet points.
Home ownership should be added to the guiding principle. NOTE: This has been added to Goal Y on page 43.

2. DRAFT GUIDING PRINCIPLES

Strive for a diverse mix of housing options:

- Increase ~~affordable~~ ATTAINABLE housing options for workers, seniors, and families
- Balance the desire for single-family homes with the need for townhomes, condos, patio homes
- Limit construction of new high-density apartment communities TO SELECTIVE AREAS WITH ACCESS TO SHOPS, SERVICES, FACILITIES AND MAJOR ROADWAYS.
- ~~Selectively target areas with access to shops, services, facilities, and major roadways for higher-density residential~~

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 60% are personally concerned with housing costs
- 47% agree there is a lack of financially attainable housing for teachers, police, first responders, retail or service employees, or entry level professionals.
- 42% agree there is a lack of financially attainable housing for seniors, veterans, or persons with disabilities.
- 3% of suggestions to an open-ended question were related to lowering housing costs or rents.
- 90% agree owning their own home is important to them.

DEVELOPMENT RESIDENT WORKING GROUP

- Do not downgrade design or quality to make housing more affordable
- Clearly define and differentiate between affordable housing and low-income housing
- OV needs to remain a safe community that focuses on families and people
- Affordable may include apartments but also includes other housing types like townhomes
- Allow other housing types but maintain high-quality design standards
- Subsidized housing does not fit in OV

COMMUNITY RESIDENT WORKING GROUP:

- Lack of affordable housing for families and older adults

ECONOMY RESIDENT WORKING GROUP

- More housing options and affordable options
- Housing is also a place people work (home-based and remote jobs)
- Both big and small business owners need housing for employees

Revisions:

- Goal Y: Include home ownership in the goal.
- Policy Y.3. Revised to start with a verb for consistency with all other policies.
- Action Y.1.1. Discussion about the use of affordable. Consider attainable and adequate. Affordable may be interpreted as Section 8. More language to better define affordable so everyone understands what it means and how it fits in OV.
- Action Y.1.4. Manufactured homes needs to be addressed in its own action with a better definition, limited areas and high-quality design. It provides an affordable option but needs to maintain compatibility and design in Oro Valley.

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal Y . Enable a wide range of housing types, densities and prices that maintain OV's high-quality design, community character AND VALUE FOR HOME OWNERSHIP. (L)	**RELATED TO:**
Policy Y.1: Plan for seniors and families by supporting a variety of housing types and sizes (L) ~~Attract and retain workers, like teachers, police, first responders, retail or service employees, or entry level professionals~~ NOTE: The intent of this policy is captured in the one below. (L) Policy Y.2 Attract and support a broad array of working professionals, ranging from executives to trades by supporting a variety of ~~affordable~~ ATTAINABLE housing types. Policy Y.3 ~~The Town will~~ Explore opportunities to reduce housing costs without providing local subsidies. (L)	Employment Community

Action Y. 1.1. Create a housing plan that: (L)

- ~~Clearly defines "affordable" to reflect OV's higher income~~
- ADDRESSES ORO VALLEY'S NEED FOR MORE ATTAINABLE AND AN ADEQUATE VARIETY OF HOUSING OPTIONS
- Identifies appropriate locations and develop zoning strategies
- RESEARCH BEST PRACTICES AND RECOMMEND ACTIONS TO INCREASE HOME OWNERSHIP OPPORTUNITIES

Action Y.1.2. Review development proposals for ~~affordable~~ ATTAINABLE housing to ensure:

- High-quality design
- Compatibility to the surrounding area
- Safety

Action Y.1.3. Identify opportunities and appropriate locations on the general plan land use map and associated zoning requirements to accommodate: (L)

- ~~Modern manufactured homes in new and appropriate locations.~~
- A variety of middle housing types, like townhomes, patio homes and duplexes.
- A broad range of single-family housing densities and lot sizes.

Action Y.1.4. UPDATE THE ZONING CODE FOR SITE-DELIVERED HOMES, WHICH INCLUDES MANUFACTURED HOMES TO ENSURE COMPATIBILITY IN OV BY :

- DEFINING THE TYPES OF SITE DELIVERED HOMES
- ADDING HIGH-QUALITY DESIGN STANDARDS EQUIVALENT TO TRADITIONAL SINGLE-FAMILY HOMES
- ESTABLISHING PARAMETERS FOR LOCATIONS AND OWNERSHIP, SIMILAR TO HIGHLANDS MOBILE HOME PARK.

Action Y.1.5. Address the housing needs of all employers by planning a broad spectrum of housing options for permanent and extended stay employees. (L)

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
DEVELOPMENT RESIDENT WORKING GROUP • Smaller lots or square footage • Reducing lot size too much will not fit in OV • Limit sale to residents, not investors looking to flip or rent • Other jurisdictions are actively recruiting affordable housing developers • Focus on supply and demand to reduce housing costs • Research how other communities with similar constraints have done (e.g., Marana and Sedona) • Help OV residents identify their state representatives to lobby for different housing mandates. • Possibility to work with a nonprofit, etc. that buys land for development – buyers only pay for home. Homes are sold to employees. • Education is needed to help people understand what it takes to own a home • Education about debt, FICO scores, and more at early ages. • Finance education is important and should be a priority. Revision: Encourage condos, townhomes and ownership through zoning. NOTE: This is addressed in Action Y.5.1.	Policy Y.4. Increase home ownership opportunities by taking a proactive role in addressing housing affordability, diversity and supply. (L) Action Y.4.1. Increase community awareness and work with the State legislature to help shape potential housing laws that will impact Oro Valley. Action Y.4.2. Work with community land trusts by identifying appropriate design, opportunities, locations. Action Y.4.3. Promote financial education programs that help increase home ownership in Oro Valley. (L)
DEVELOPMENT RESIDENT WORKING GROUP • Require a certain percentage of housing be townhomes, duplexes, condos etc. • Developers are going to build a product that yields the greatest profits. • Construction costs have sky-rocketed. Anything the Town can do to reduce costs and red tape. • Need way to encourage developers to build a variety of housing products • Missing middle housing types are already in OV. Prepare a catalogue of existing developments to help the public understand what they are like • Rezone some commercial property to high density • Re-examine commercial zoning within the Town – there may better fits for higher density residential. COMMUNITY RESIDENT WORKING GROUP • Need density to support businesses • Provide a range of housing for workforce ECONOMY RESIDENT WORKING GROUP • Need to have middle housing not just apartments or single-family homes Revisions: Action Y.5.2. Define commercial areas.	Policy Y.5. Support the development of diverse housing types within the community. (L) Action Y.5.1. Develop zoning incentives to encourage the development of housing types like townhomes, duplexes, condos, or other similar products. (L) Action Y.5.2. Evaluate and identify vacant commercially ZONED land (C-N, C-1 OR C-2) where higher-density residential, like townhomes, condos, 1-2 story apartments, or other similar housing types, is appropriate to support nearby commercial areas. (L) Policy Y.6. Prioritize residential development beyond the pervasive medium-density single-family housing type. (L) Action Y.6.1. Annually research and publish information about Oro Valley's housing stock. (L) Action Y.6.2. Plan for the present and future housing needs of the community by developing regular housing plans and assessments. (L)

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE	2. DRAFT GOALS, POLICIES AND ACTIONS
DEVELOPMENT RESIDENT WORKING GROUP • Maintain what is being done – most businesses and developers understand appearance is important in OV. • Provide guidance for new development and remodeling • Need strong Town codes, ordinances or laws • Maintain good set of design standards • Look at other areas to improve neighborhood appearance like landscaping, lot sizes, parking along roadways, and setbacks. Revisions: Focus on exterior design but may need to address housing needs of an aging community so they can stay in their homes. Universal design so older adults can live comfortability – accessible housing. NOTE: This is addressed through partnerships in Action E.1.3. on page 11.	**Goal Z: Support efforts to maintain and improve the appearance of neighborhoods, including residential and commercial buildings.** (L) Policy Z.1. Identify opportunities to help improve housing conditions in aging neighborhoods. (L) Action Z.1.1. Identify gaps and update property maintenance codes to help ensure high-quality neighborhoods. (L) Action Z.1.2. Increase enforcement of property maintenance codes. (L) Action Z.1.3. Implement programs and services to assist residents in keeping their properties maintained. (L)

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE THAT MUST BE REFLECTED THE PLAN

PHASE 1 DIRECTION:

According to a statistically projectable survey:

- 55% think OV should be more self-sufficient with options to live, work, and play
- 42% think OV should remain a bedroom suburb
- 68% are concerned about managing growth
- 58% prefer the remaining land in OV be used for a central gathering area with shopping, dining and a performing visual arts center
- 41% prefer the remaining land in OV be used for employment options
- 37% prefer the remaining land be used for more housing options
- 61% want more restaurants and retail
- 2-3% of event and online comments valued OV's well planned, cohesive, design and that everything blends with the landscape
- 14% of residents think 4-5 story rental apartments are acceptable in OV

PHASE 2 REVISIONS:

Concern the word “limiting” is too strong in the first sentence. The need for sensible growth is covered in the first bullet. Remove limiting.

Concern the “no more than 3 stories” is too restrictive for the guiding principle. Height and scale need to be limited for combability. Residents do not want taller buildings, unless they are in select locations that do not disrupt views. Protecting views needs to be maintained as a high priority. Reword to remove specific language in the guiding principle but make sure height limitations are captured in the goals, policies and actions.

Apartment building height is limited through Policy AA.3 and Action AA.3.1. on page 48. All building heights are further limited through Action CC.1.3. on page 49.

2. DRAFT GUIDING PRINCIPLES

Balance OV’s unique suburban environment with thoughtful ~~and limited~~ development that improves the community:

- Strategically manage growth and redevelopment to increase opportunities to live, work, shop, dine and play
- Increase community connections through a central town gathering area
- Diversify employment and housing options
- Attract and retain more restaurants and retail
- Maintain a well-planned and cohesive design of the built environment that complements the natural environment and OV’s unique character
- Limit height AND BULK to ~~no more than three stories and~~ protect views AND NEIGHBORHOOD COMPATIBILITY.

1. RESIDENT GUIDANCE

PHASE 1 DIRECTION:

- 55% think OV should be more self-sufficient with options to live, work, and play
- 42% think OV should remain a bedroom suburb
- 68% are concerned about managing growth

DEVELOPMENT RESIDENT WORKING GROUP

Related to mixed use developments:

- Commercial uses should supplement the need of residents (e.g. grocery stores, services, etc.) in mixed-use developments.
- Residential is typically higher density
- Stores on the first floor with residential above
- Uses need to be connected (e.g. not like Steam Pump)
- Location matters
- Identify key areas where this type of development fits
- Re-examine commercial zoning within the Town – there may better areas where higher density residential fits

Revisions:

Action AA.1.3. Add "appropriate" before mixed use. Clarify the difference between 1st and Oracle and Oracle and Pusch View Lane. Add Oracle and El Conquistador as a possible location.

DEVELOPMENT RESIDENT WORKING GROUP

With regards to redevelopment, the following should be reviewed for compatibility:

- Noise mitigation
- Integrated with existing uses
- Signage needs to be compatible in scale and design

Revisions:

Action AA.1. Add lighting to the list too.

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal AA . Provide effective transitions between differing land uses and intensities in the community.	**RELATED TO:**
Policy AA.1 Support the development of low-rise mixed-use projects to increase OV's housing supply and support long-term economic vitality. (L)	Housing Business Attraction and Retention

Action AA.1.1. Review all commercial zoning districts for opportunities to allow mixed-use development with appropriate zoning requirements. (L)

Action AA.1.2. Create a mixed-use zoning district that: (L)

- Defines mixed-use as providing housing and commercial interrelated to each other
- Identifies opportunities and appropriate locations
- Establishes zoning requirements and high-quality design standards to ensure compatibility to the surrounding area.
- Ensures development and continued support of retail, restaurant, service or office space

Action AA.1.3 Support APPROPRIATE mixed-use development on major intersections, such as:

- 1st and Tangerine
- Linda Vista and Oracle
- Tangerine and La Cholla
- ORACLE AND EL CONQUISTADOR
- ~~1st and Oracle~~
- Oracle and Pusch View Lane, ADJACENT TO THE SAN DORADO PLAZA AND IN THE MERCADO DEL RIO COMMERCIAL CENTER

Policy AA.2. Ensure redevelopment is consistent with Oro Valley's character and integrated with the site and adjacent areas. (L)

Action AA.2.1. Require cohesive developments that: (L)

- Provide adequate buffers and screening
- Mitigate noise and odors
- MODERNIZE LIGHTING TO CONSERVE THE DARK NIGHT SKY
- Enhance pedestrian and cyclist connectivity

Action AA.2.2. Ensure the zoning code requires signs be appropriate in scale and compatible with the character and architecture of the adjacent area. (L)

Action AA.2.3. WORK WITH PROPERTY OWNERS TO UPDATE THEIR MASTER SIGN PROGRAMS TO INCORPORATE NEW TECHNOLOGY AND DESIGNS.

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE

DEVELOPMENT RESIDENT WORKING GROUP
- 2-3 story apartments should not be too close to existing single-family homes
- Locate apartments near Oracle Road, which provide access to major commuting routes and blends better with existing development
- Locate apartments in proximity to recreational and retail areas.

Revisions:
Action AA.3.1. Better define significantly distant. Important to capture intent that high-density needs to be separated from existing SFR by either distance or topography. Define major roadways. Clarify access – it should be walkable to reduce traffic.

DEVELOPMENT RESIDENT WORKING GROUP
- Strategically limit development to maintain OV's values of safety, beauty, and the sense of community
- Smart planning
- Maintain suburban feel
- More housing, employment and mixed use

ECONOMY RESIDENT WORKING GROUP:
- Consider how development decisions affect state shared revenues

Revisions:
Action BB.1.2. Employment is unlike the others. Clarify it is the use. Add "as necessary" to second bullet point.

DEVELOPMENT RESIDENT WORKING GROUP:
- Needed to ensure affordable housing with annexations
- Build vertically instead of sprawling and losing desert

ECONOMY RESIDENT WORKING GROUP:
- Explore options and viability of annexations. Should be done within the next 10 years.
- Consider cost impacts to the Town to serve future areas. Each annexation should undertake a cost-benefit analysis.

SUSTAINABILITY RESIDENT WORKING GROUP
- Consider environmental resources on vacant land.

Revisions: Combine part of Policy BB.2 and Action BB.2.1.
Action BB.2. Clarify fiscal analysis.
NOTE: Considering water availability prior to annexing or developing land is included in Action Q.1.3. on page 37

2. DRAFT GOALS, POLICIES AND ACTIONS

Policy AA.3.Limit 2-3 story apartment communities to targeted sites along major roads that are near commercial areas and significantly distant from single-family residential. (L)

Action AA.3.1 Identify appropriate locations for 2-3 story apartment communities that are:
- In proximity to Oracle or Tangerine road, with PEDESTRIAN access to shops, services, employment areas and transportation options.
- Separated from existing single-family subdivisions by:
  - Enhancing setbacks unless a physical barrier, such as topography, washes, roadways, etc. Exist.
  - CREATING TRANSITIONS BETWEEN DIFFERING HEIGHTS BY POSITIONING TALLER BUILDINGS AWAY FROM EXISTING HOMES

Goal BB. Support diverse land uses that meet the Town's overall needs and effectivity transition in scale and density from existing developments. (L)

Policy BB.1. Identify specific areas for targeted growth to support a variety of housing types, mixed use or employment.
Policy BB.2. Consider implications development decisions have on OV's future state shared revenue.

Action BB.1.1. Update standards for new Planned Area Developments and Planned Residential Districts to reflect resident priorities for mixed use, a greater variety of multi-family and single-family housing, and employment areas.

Action BB.1.2. Facilitate the development of a greater variety of multi-family and single-family housing types, mixed use and employment USES by: (L)
- Identifying suitable locations
- Updating the zoning code, AS NECESSARY
- Working with private property owners to attract these types of developments

Policy BB.3. Support annexations that are economically beneficial to the Town while considering impacts to residents and the social, aesthetic and environmental quality of the Town. (L)

Action BB.3.1. Update the Town's Annexation Strategy to identify priority areas.

Action BB.3.2. Continue to conduct a fiscal analysis on all potential annexations TO IDENTIFY THE SHORT AND LONG-TERM REVENUES AND COSTS. (L)

Action BB.3.3. Incorporate a diverse range of housing types in large master planned communities and annexations. (L)

Action BB.3.4. Map and prioritize environmental resources, such as native plants, washes, etc., to identify conservation areas and suitable locations for development with all annexations. (L)

(L) = Helps meet a state legal requirement

1. RESIDENT GUIDANCE

DEVELOPMENT RESIDENT WORKING GROUP:
- Restrict heights unless located in a manner that will not impact views due topography
- Enforce design standards
- Ensure new buildings maintain OV's high standards
- Use colors that blend with the natural environment
- Homes need to "fit" OV

SUSTAINABILITY RESIDENT WORKING GROUP:
- Development is compatible to the surrounding area
- Limit building height, but taller buildings are ok when placed in lower areas
- Consider setbacks and other factors mitigating building height impacts

Revisions:
- Goal CC. Make "foster" stronger. Suggest using a word like "require." This is addressed in Policy CC.1.
- Action CC.1.3. Add something about maintaining the current scenic corridor requirements to maintain views. All buildings in Oro Valley need to fit the character of the area and be low heights. Add more details about commercial buildings. Taller buildings can work but only in select areas.

DEVELOPMENT RESIDENT WORKING GROUP
- Need areas to shop, dine, and amenities and entertainment for all ages
- Shade to accommodate outdoor experience
- Walkable and accessible from the Loop but also need sufficient parking
- Mixed use area - OV Marketplace should be a focal point due to its size and revitalization efforts

COMMUNITY RESIDENT WORKING GROUP
- Convenient, safe, walkable and fun
- Connected to the Loop and by alternative transportation modes
- Flexible space that incorporates culture and history
- Large enough to accommodate crowds.
- Need a main area that represents all ages
- Have a master center that is connected to satellite areas nearby. The OV Marketplace would be a good fit.

ECONOMY RESIDENT WORKING GROUP
- Lack of "third" spaces for people to gather and generate ideas
- Destination for people to go and support existing businesses

Revisions: Action DD.1.2. Clarify "connecting" is it physically, design, etc.?

2. DRAFT GOALS, POLICIES AND ACTIONS

Goal CC. Foster high quality design that enhances Oro Valley's unique, suburban character.

Policy CC.1. ~~Maintain~~ REQUIRE high quality design standards that reflect Oro Valley's character and views.
Policy CC.2. Ensure compatibility, community character and design are considered in all land use and policy decisions.

Action CC.1.1. Update and enforce design standards that ensure compatibility to surrounding areas, blend with the natural environment and protect views.

Action CC.1.2. Expand and update the Town's design standards to include requirements for a variety of housing types, such as ~~manufactured homes,~~ townhomes, patio homes and duplexes.

Action CC.1.3. Protect mountain views in the community by:
- Restricting apartments over 3 stories
- MAINTAINING EXISTING COMMERCIAL ZONING (C-N, C-1 AND C-2) AND TECH-PARK BUILDING HEIGHTS
- ENFORCING THE ORACLE ROAD AND TANGERINE ROAD SCENIC CORRIDOR BUIDING HEIGHT RESTRICTIONS
- ONLY ALLOWING SIGNIFICANT AND UNIQUE USES, LIKE THE HOSPITAL, TO INCREASE BUILDING HEIGHT WHEN TOPOGRAPHY MITIGATES VIEW IMPACTS
- ~~Placing~~ POSITIONING taller buildings in LOWER areas OF A SITE TO ~~that do~~ not impact views ~~due to topography~~
- Creating a transition between differing heights to mitigate impacts to existing homes

Goal DD. Create unique, vibrant and interconnected mixed-use destinations for residents, visitors and businesses.

RELATED TO:

Policy DD.1. Facilitate the development of inviting, walkable and vibrant community gathering spaces that connect commercial, entertainment, arts, cultural opportunities that are accessible to all.

Community
Business Attraction and Retention
Tourism

Action DD.1.1. Continue to work with the owners of the Oro Valley Marketplace to make it a "FOCAL hub" for community gathering by:
- ~~Connecting Steam Pump Ranch, Rooney Ranch, Catalina State Park, San Dorado and the adjacent Town-owned property, to create a corridor of community spaces~~
- Increasing walkability by improving connections to the Loop, multi-use path, trails and other pedestrian/cyclist routes
- Incorporating space for events, arts and cultural activities
- Identifying area(s) for gathering that are highly visible and integrated with shopping, dining, seating, the loop, and multi-use path.
- Providing shade and other amenities to improve the outdoor experience

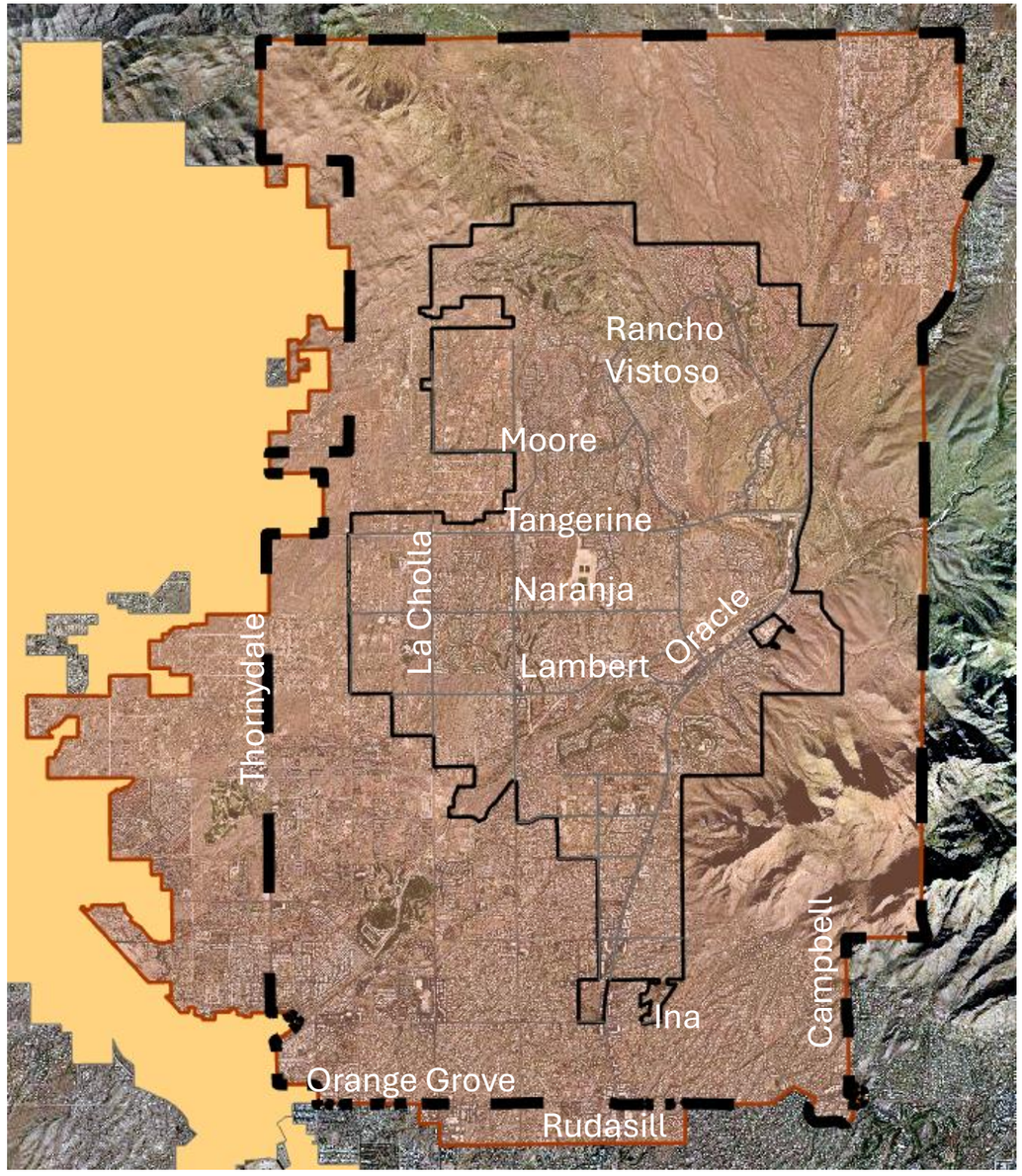
Action DD.1.2. WORK WITH THE OWNERS OF THE ORO VALLEY MARKETPLACE, STEAM PUMP RANCH, ROONEY RANCH, CATALINA STATE PARK, SAN DORADO AND THE ADJACENT TOWN OWNED PROPERTY TO UNIFY THIS CORRIDOR OF COMMUNITY SPACES BY:
- PROMOTING AND MARKETING THE AREA AS A DESTINATION OR DISTRICT
- Developing wayfinding and visitor information to raise awareness about community gathering spaces.
- Creating a unique atmosphere by incorporating public art, accentuating views, implementing distinct architecture and experiential commercial uses that attract all ages.

PLANNING AREA BOUNDARY (L)

The Planning Area extends beyond the Town's boundaries. The Town may not control these areas, but this serves as a request to work with other jurisdictions, as each **influences development, traffic, lifestyle, environmental resources and more in Oro Valley.**

Development Resident Working Group changes:

- Extended south to Rudasill
  Staff Note: Area extended to include commercial areas and the Northwest Hospital.
- Extended west to Marana boundaries
  Staff Note: Extended area excludes residential pockets surrounded by the Town of Marana



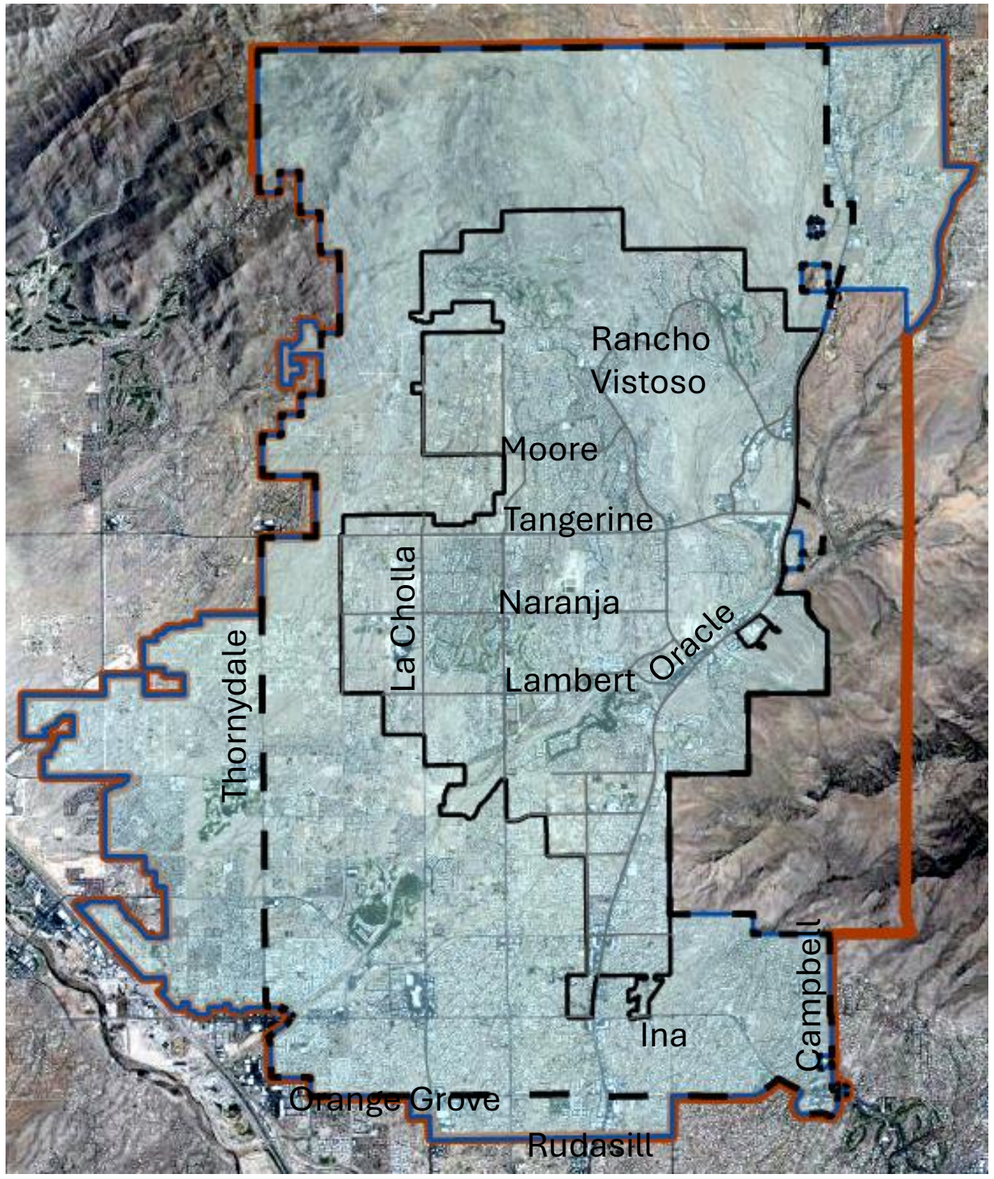
(L) = Helps meet a state legal requirement

URBAN SERVICE BOUNDARY (L)

The Urban Services Boundary is around most of the Planning Area. The area outside of the Urban Service Boundary indicates land that should not receive any increase in density or land use intensity over what currently existing because urban infrastructure has not yet been extended into these areas and is not planned for the foreseeable future

Development Resident Working Group changes:

- Align with the Planning Area
  - Extend to include northeast Catalina
  - Extend south to Rudasill
  - Extend west to Marana boundaries
- Exclude Catalina State Park



(L) = Helps meet a state legal requirement

GROWTH AREAS (L)

Required by State Law – Areas that are particularly suitable for planned multimodal transportation, infrastructure expansion, and improvements designed to support a planned concentration of a variety of uses, such as residential, office, commercial, tourism and industrial uses. These areas are open for a range of more intensive development.

The 10-year plan includes two types of growth areas:

- Tier 1 Growth Areas are major commercial areas that serve the greater OV community and surrounding communities.
- Tier 2 Growth Areas are neighborhood focused commercial areas, supported by a variety of residential areas. These areas serve the immediate needs of residents, while limiting impact.

Existing Tier 1 Growth Areas:

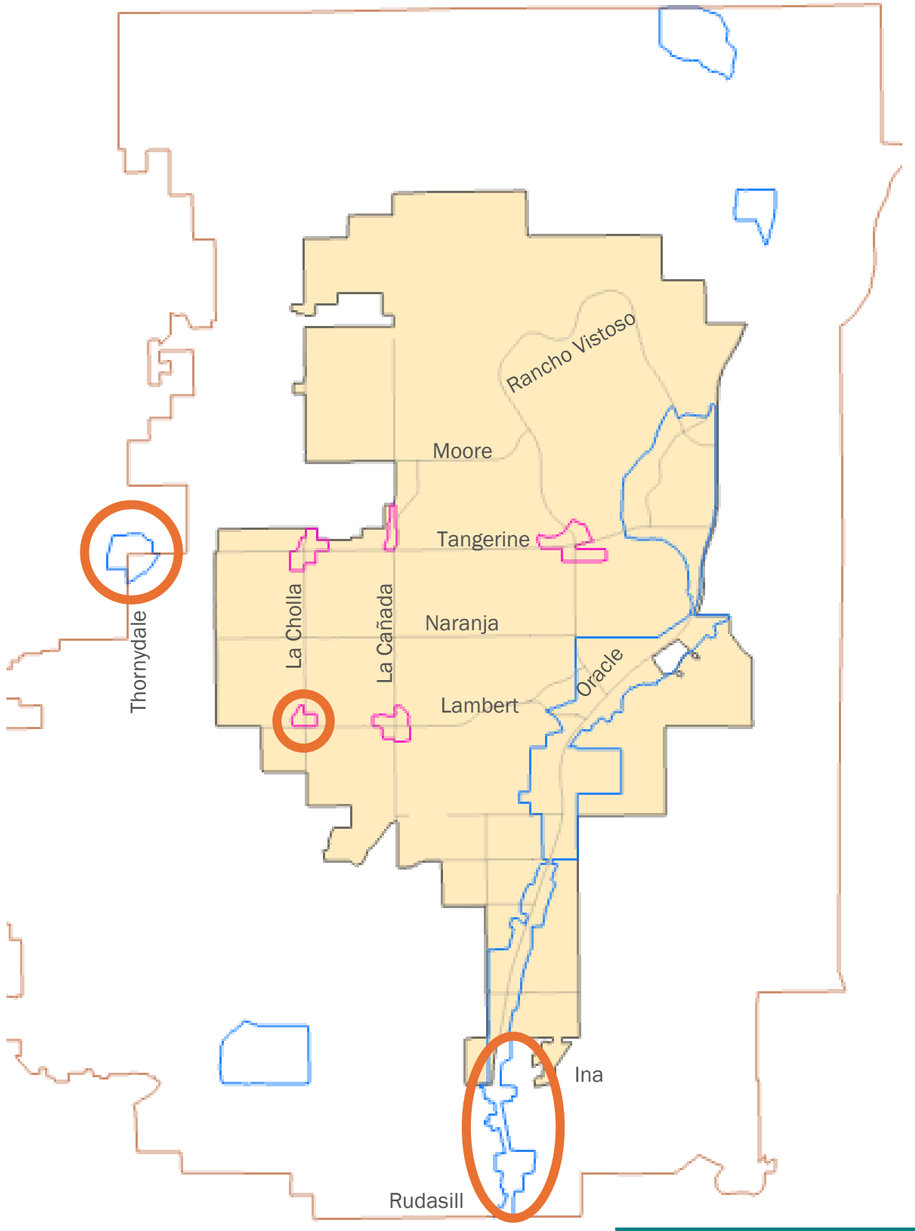
- Arroyo Grande Village Center (future)
- Arroyo Grande – Office and commercial (future)
- Oracle Road corridor
- Foothills mall area

Existing Tier 2 Growth Areas:

- Tangerine and 1st/Rancho Vistoso
- Tangerine and La Canada
- Tangerine and La Cholla
- La Canada and Lambert

Development Resident Working Group changes:

- Add Thornydale and Tangerine as Tier 1
- Add Lambert and La Cholla as Tier 2
- Extend existing Tier 1 along Oracle to Rudasill



(L) = Helps meet a state legal requirement

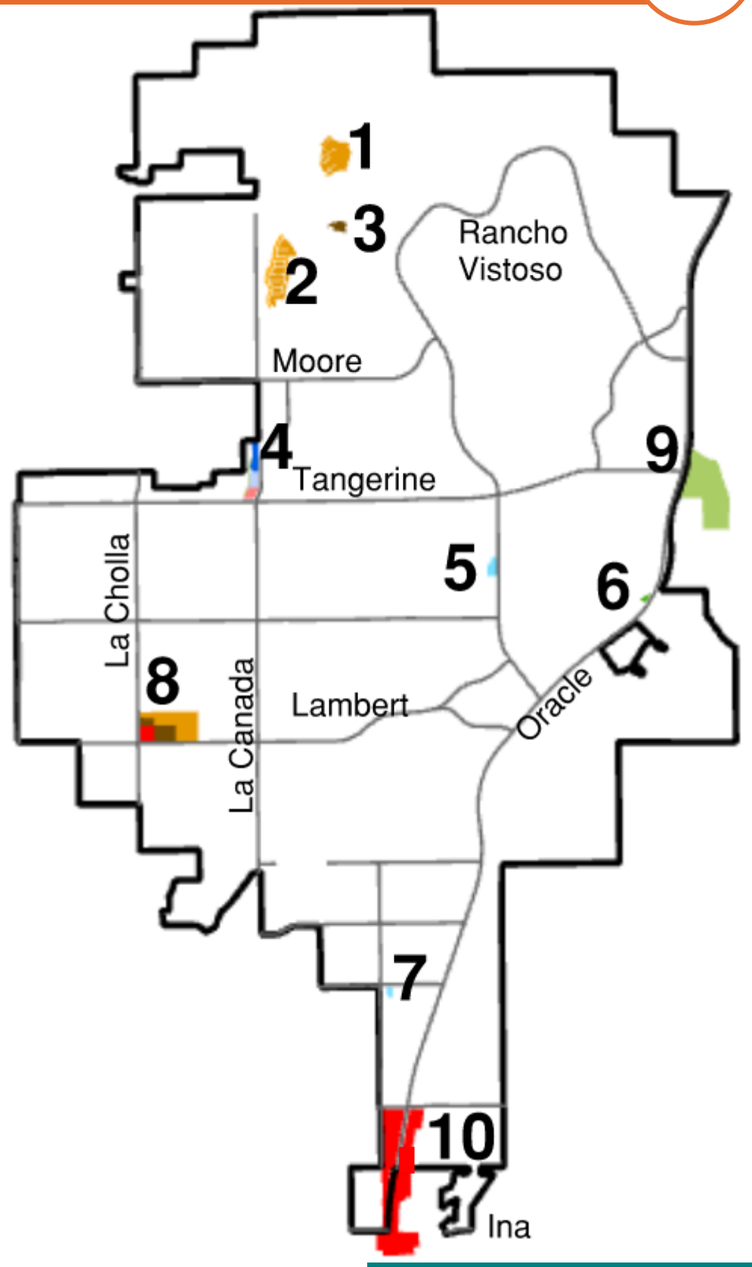
PARCEL SPECIFIC LAND USE DESIGNATIONS (L)

The Land Use Map provides policy direction for the types of uses the community envisions in the Town. It does not grant property rights like uses, building heights , etc. The best time to align the land use map with existing zoning designations and development is during the 10-year plan effort. These "housekeeping" changes do not grant new property rights like building height or permitted uses or impact the existing developments. However, they are important for accuracy and to eliminate public confusion.

Development Resident Working Group changes:

- Make all housekeeping changes as recommended in the chart below to align the general plan land use designation (highlighted in yellow) with the existing zoning (highlighted in blue).

Map ID	Area	Existing General Plan Land Use	Proposed General Plan Land Use	Existing Zoning
1	Enclave at Stone Canyon subdivision	Low Density Residential	Medium Density Residential	Medium Density Residential
2	Center Point subdivision	Low Density Residential	Medium Density Residential	Medium Density Residential
3	Vistoso Highlands Apartments	Medium Density Residential	High Density Residential	High Density Residential
4	Leman Academy and area to the south	Commerce Office Park (COP)	School, Open Space, COP and Neighborhood Commercial Office	Tech Park Commercial-1
5	Resurrection Church	Rural Low Density Residential	Public / Semi-Public	Private School
6	Thoa'ag Park	Public / Semi-Public	Park	Open Space
7	Brethren Church	Low Density Residential	Public / Semi-Public	Private School
8	NEC of La Cholla and Lambert	Neighborhood Commercial Office Low Density Residential	Community Regional Commercial High Density Residential Medium Density Residential	Commercial -2 R-6, multi-family residential R-10, townhomes
9	Pima County owned Kelly Ranch	Neighborhood Commercial Office Low Density Residential Resort/Golf Course	Open Space	Pima County zoning
10	Oracle from Magee to Ina	Neighborhood Commercial Office	Community Regional Commercial	Commercial-2 Commercial-1 Neighborhood Commercial Residential Service



(L) = Helps meet a state legal requirement

State law requires the 10-year plan to include an amendment process. The plan is expected to evolve over the 10-year timeframe to stay relevant and meet the needs of an evolving community. The Development Resident Working Group reviewed the current amendment types and process, linked HERE and suggested no changes.

As part of the discussion, the group suggested changes to the Neighborhood Commercial Office General Plan Land Use Designation and the amendment criteria shown below.

1. RESIDENT GUIDANCE	2. DRAFT LANGUAGE
DEVELOPMENT RESIDENT WORKING GROUP • Make sure NCO isn't completely developed by residential. • Allow residential to support commercial to create mixed-use areas Revisions: Add the word "may" before accommodated. Make sure it also includes residential on top of commercial.	Neighborhood Commercial Office (NCO) General Plan Land Use Designation This land use designation represents commercial and office areas with good access to major roadways (i.e. at the intersections of arterial roadways or along Oracle Road) that are close to residential areas. Uses intended to serve the surrounding neighborhoods and which are integrated with those neighborhoods are desirable, such as grocery stores, drugstores and professional offices. ~~Residential development may be included on a case-by-case basis.~~ RESIDENTIAL DEVELOPMENT MAY BE ACCOMMODATED WHEN IT PROPORTIONATELY COMPLEMENTS AND SUPPORTS ADJACENT OR GROUND-LEVEL COMMERCIAL AREAS.
DEVELOPMENT RESIDENT WORKING GROUP • Explaining it is the applicant's burden to meet criteria. • The amendment is necessary or good/beneficial for the community • Evaluates impacts to historical or cultural sites • Evaluates the fiscal impacts to the Town • Look at ways to tighten criteria. Revisions: • 2C. Reduce may not be realistic. Impact is used in the first sentence. Reword 2 to flow better and ensure all of the items are not being impacted. • 5. This should apply to all amendments. Suggest combining with 3 as they are very similar. • Add traffic.	Amendment Criteria – Both types of amendments will be evaluated by the following criteria: (L) It shall be the responsibility of the applicant to demonstrate that the benefits of the proposed amendment significantly outweigh any potential impacts on the community by meeting all the following criteria. 1. The amendment benefits the community by meeting the direction provided by the vision, guiding principles, goals and policies. 2. The amendment shall not ~~significantly~~ ADVERSELY impact: ~~the community in the following ways:~~ a. ~~Alter the~~ existing development character ~~and~~ land use AND TRAFFIC patterns without providing adequate ~~and appropriate~~ buffers and graduated transitions in density and land use. b. Infrastructure demands on existing uses without implementing improvements to accommodate planned growth. c. Public services, including police, fire, parks, and water, ~~and drainage~~ without addressing anticipated impacts. d. The natural beauty and environmental resources without suitable mitigation e. Historical or cultural resources without a suitable treatment plan 3. The applicant has identified long-term ~~financial~~ ECONOMIC benefits and costs to Town infrastructure, services and facilities. 4. The applicant has implemented effective public outreach efforts to identify neighborhood concerns and has responded by incorporating measures to avoid or minimize development impacts to the extent reasonably possible, as well as to mitigate unavoidable adverse impacts. ~~5. All non-residential amendments will contribute positively to the long-term economic stability of the Town. as demonstrated by consistency with the goals and policies related to economic development and financial stability~~

(L) = Helps meet a state legal requirement

Next Steps

The 30% Draft Plan marks the initial step in transforming the significant direction from residents into a detailed, web-based 10-year community action plan.

The draft goals, policies, and actions will be refined throughout the review process. However, the draft plan will consistently align with the significant feedback provided by residents in Phase 1 and further expanded in Phase 2.

30% Draft Reviewers



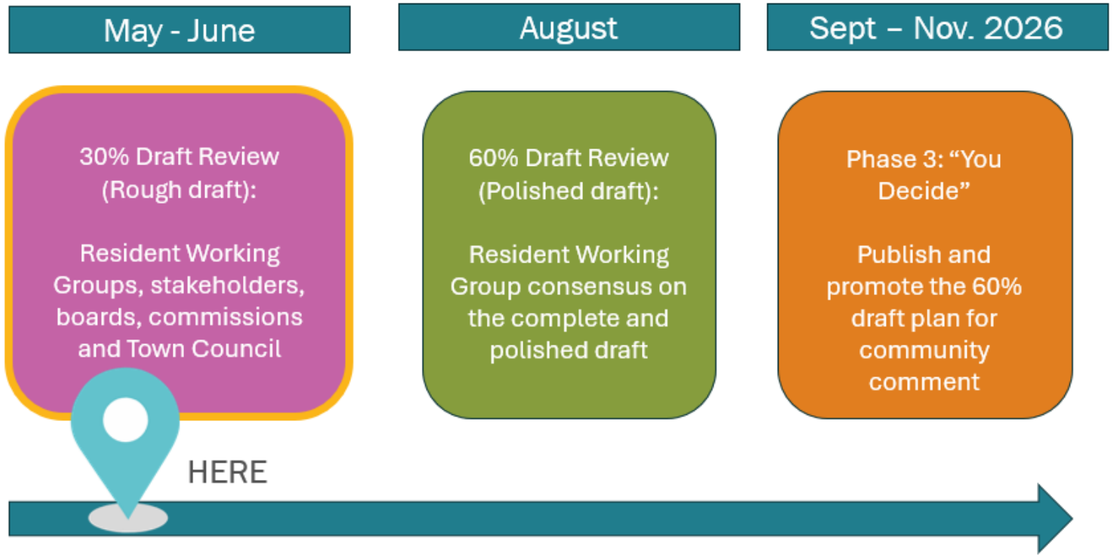
Any suggestions for major changes that deviate from the previously established resident direction will be presented to the Resident Working Groups with the complete and polished draft of the plan in August.

PHASE 3: Residents (You) Decide

Once the Resident Working Groups reach a consensus, the complete draft of the plan will be shared with the broader community for feedback.

As in previous phases, the draft plan and the comments received will be assessed for alignment with the direction provided by residents in Phase 1.

The draft plan will then be presented to the Planning and Zoning Commission and the Town Council for approval before it is placed on the ballot in November 2026 for voter ratification.



Resident voices are the top priority throughout each phase of the project.

Vice Mayor Barret's comments received on December 4, 2024, and May 21, 2025, are shown below in the gray boxes. They are followed by resident guidance and the associated language from the 30% draft plan.	
1	Comment from 12/4/2024: Community Guiding Principle, where it says promote a friendly, kind, and neighborly feel, I would favor inserting the phrase "small town" - promote a "friendly small town" because that phrase is in our current general plan and has been much valued by our residents.
Response	There is alignment on this issue. Resident Working Groups agreed with the intent and focused on wording.
	Phase 1 Resident Guidance: The term "small-town" was mentioned by 5% of survey respondents, and by less than 3% of residents who participated online or at events.
	Resident Working Group Discussion:
	The Community Resident Working Group discussed the term "small-town" extensively. Specifically, they focused on two interpretations of the word "small." 1. Size – The group looked up the term "small" and determined it does not accurately reflect Oro Valley's size. The group also discussed how the word "small" connotates limited or no growth. This connotation conflicts with residents' priorities to have more restaurants, retail, housing, and employment options, through strategic growth. 2. Thematically – The group agreed Oro Valley's sense of community and "town" feel is highly valued. As a result of their discussion, the group decided to add the word "town" and rely on the terms "kind, neighborly feel" to meet the thematic intent.
	Revised Draft Guiding Principle:
	Maintain the community's unique character: • *Promote a friendly, kind, and neighborly <u>town</u> feel* • *Create and attract community gathering opportunities and spaces* • *Support arts and culture* • *Foster a community that welcomes a diverse population* • *Strive to keep a quiet and peaceful atmosphere*
2	Comment from 12/4/2024: On #2, I'm not fond of the idea of attracting and retain a young workforce and meet the needs of an aging population, it's a little bit of divisive language. As a younger person in the community, don't prefer being referred to as workforce. One phrase that was in the survey was "vibrant, intergenerational community". I feel something like that would be more appropriate, as suggested by a resident
Response	There is alignment on this issue. Resident Working Groups agreed with the intent and focused on wording.
	Resident Working Group Discussion:
	The Economy and Community Resident Working Groups discussed the needs for all ages, including Oro Valley's workforce.

	• The draft guiding principle aims to support a "*diverse range of ages, interests and backgrounds*" while acknowledging the different needs of various groups. Although needs for each group overlap (e.g., housing options, entertainment, etc.), specific needs for each group were discussed at length. Examples that are captured in the goals, policies and actions include: ○ Programs for young kids and families, especially during the summer ○ Employment for youth ○ Transportation and social programs for seniors ○ High quality and safe schools for kids • The term "vibrant, intergenerational community" is used in Goal C. In summary, the Resident Working Group supports the intent of the suggested language but recommends no changes to the draft guiding principle. The specific needs for each age group are outlined in the associated goals, policies and actions.
	Associated Draft Goal:
	Goal C: Support a vibrant, intergenerational community.
3	Town Council comments from 12/4/2024: On #3, Parks, Recreation and Trails, I thought that "especially during the hot, summer months" part would be more appropriate as an action item rather than in the Vision and Guiding Principles, and I noted that it was only mentioned in 4%.
Response	There is alignment between the resident guidance from Phase 1 and the Resident Working Group discussion.
	Phase 1 Resident Guidance: By design, open-ended questions produce smaller percentages due to the broad array of responses. The language "especially during the hot, summer months" aligned with the resident guidance from Phase 1, but also originated from the resident feedback received through the Wordsmith Challenge. The Wordsmith Challenge provided residents with an opportunity to help write the draft guiding principles.
	Resident Working Group Discussion:
	The Community Resident Working Group discussed the park/rec program and facility needs in depth. Similar to the resident guidance from Phase 1, the group valued and appreciated park improvements and programs, but felt one area of need is use and options during the hot summer months. Specifically, the group discussed opportunities to increase indoor options and prioritize shade, which are captured in the associated actions. In summary, the group reviewed the draft guiding principle and recommended no changes to this specific language to prioritize and maintain focus on this need.
	Associated Draft Actions:
	Action C.3.2. Increase indoor space for programs, sports, and play areas by: • *Developing cooperative agreements with public school districts, private, and charter schools to use indoor spaces during school breaks*

	• *Exploring private-public partnerships to utilize vacant buildings* • *Identifying opportunities to maximize the use of existing space at the Community Center* *Action H.4.3. Provide shade at all parks, especially at Naranja Park:* • *Over play structures and splash pads* • *In targeted and appropriate areas near playing surfaces, including sports fields*
4	Comment from 12/4/2024: Public Safety: I had no comments other than considering including anything about courts, and the public safety ecosystem
Response	There is alignment on this issue. Resident Working Groups agreed with the intent and focused on wording.
	Resident Working Group Discussion
	There is alignment on this issue. Resident Working Groups agreed with the intent and focused on wording by adding policies and actions related to police, courts, school, business, and resident safety to the draft plan.
	Associated Draft Policy and Actions:
	Policy A.2. Work with Town courts, schools, businesses and residents to maintain a low crime rate. *Action A.2.1. Support Town courts to ensure justice and process cases efficiently and effectively.* *Action A.2.2. Enhance and expand the school resource officer program to ensure a safe educational environment. Allocate necessary resources for its ongoing success.* *Action A.2.3. Collaborate with schools and parent organizations to assess needs and share educational resources for school safety.* *Action A.2.4. Help schools review, train and identify best practices for safety.* *Action A.2.5. Strengthen the relationship between police and businesses through visits, events and by partnering with the OV Chamber of Commerce.*
5	Comment from 12/4/2024: Also coming out in the survey, a very strong value of the opportunity to be able to own a home and there is nothing about that being mentioned here. Whether that's condos, townhomes, casitas, single family. That was something that was important in those surveys. I'd like to see something regarding that to hit the nail on the head to what our citizens were telling us.
Response	There is alignment on this issue. Resident Working Groups agreed with the intent and focused on wording.
	Phase 1 Resident Guidance: Approximately 90% of residents think owning their own home is important.
	Resident Working Group Discussion
	There is alignment on this issue. Resident Working Groups agreed with the intent and focused on wording by: • Including the value for homeownership in Goal Y. • Crafting actions to increase homeownership through a housing plan, educational programs, and more. • Focusing on increasing townhomes and condos. • Limiting locations for 2-3 story apartments

	Associated Draft Goal:
	Goal Y. Enable a wide range of housing types, densities, and prices that maintain OV's high-quality design, community character, and value for homeownership.
6	Comment from 12/4/2024: Housing, there is a couple of things where we are not addressing the needs of some of the residents. One of the things that the people have remarkable consensus on was that buildings that were 4 and 5 stories were not appropriate for Oro Valley, 87% said that in the survey. So, I think that should be in here, limit height to no more than 3 stories in order to protect views. On #6, Growth and Development, this is a place we could say limit to no more than 3 stories to protect views or it could go under housing.
Response	There is alignment on this issue. Resident Working Groups agreed with the intent but felt there was more precise and targeted wording to use.
	Phase 1 Resident Guidance: Approximately 82% prioritized maintaining views and 14% find 4-5 story rental apartments to be acceptable.
	Resident Working Group Discussion:
	The Development Resident Working Group discussed the source of the 87% statistic in depth. Although 14% find 4-5 story rental apartments to be acceptable, stating the inverse (86%) do not find 4-5 story buildings (not just rental apartments) acceptable is not statistically valid. For accuracy and clarity, the group: • Agreed with the intent to limit heights to preserve views but recommended broadening the guiding principle. • Clarified and detailed specific limits for both residential and non-residential uses in the associated actions.
	Associated Draft Guiding Principle, Policies, and Actions:
	Balance OV's unique suburban environment with thoughtful development that improves the community: • *Strategically manage growth and redevelopment to increase opportunities to live, work, shop, dine, and play* • *Increase community connections through a central town gathering area* • *Diversify employment and housing options* • *Attract and retain more restaurants and retail* • *Maintain a well-planned and cohesive design of the built environment that complements the natural environment and OV's unique character* • *Limit height and bulk to no more than three stories and protect views and neighborhood compatibility.* *Policy AA.3. Limit 2-3 story apartment communities to targeted sites along major roads that are near commercial areas and significantly distant from single-family residential.* *Action AA.3.1 Identify appropriate locations for 2-3 story apartment communities that are:* • *In proximity to Oracle or Tangerine Road, with pedestrian access to shops, services, employment areas, and transportation options.* • *Separated from existing single-family subdivisions by:* • *Enhancing setbacks unless a physical barrier, such as topography, washes, roadways, etc. exists.*

	• *Creating transitions between differing heights by positioning taller buildings away from existing homes* *Action CC.1.3. Protect mountain views in the community by:* • *Restricting apartments over 3 stories* • *Maintaining existing commercial zoning (c-n, c-1 and c-2) and tech-park building heights* • *Enforcing the Oracle Road and Tangerine Road scenic corridor building height restrictions* • *only allowing significant and unique uses, like the hospital, to increase building height when topography mitigates view impacts* • *Positioning taller buildings in lower areas of a site as to not impact views due to topography* • *Creating a transition between differing heights to mitigate impacts to existing homes*
7	Comment from 12/4/2024: #7, Traffic and Mobility, two General Plans ago we had a level of service that was required to maintain a level of service in our General Plan. And there has been quite a bit of debate to what is a level of service, shall we have a level of service and one of the things that rose to the top was a concern for increased traffic compared to the previous 10-year General Plan and that something you all have noted has been increased. I was thinking of suggesting maintaining an adequate level of service on all roadways and intersections, where it is possible that can be considered as an action item. Adding that back in to address that concern.
Response	There is alignment on this issue. Resident Working Groups agreed with the intent and focused on wording.
	Resident Working Group Discussion:
	The Community and Development Resident Working Groups discussed traffic safety, flow, and more. The groups discussed and prioritized safety, which is reflected in the associated action.
	Associated Draft Action:
	Action V.5.3. Strive to maintain a minimum level of service "D", while balancing safe and efficient traffic flow, with emphasis on safety.
8	Comments from 12/4/2024: On #9 and #10, it can go on either one, maintaining land for employment and commercial uses to help the town's financial stability. There's reference here to attracting and supporting local businesses, filling empty storefronts, and increasing customer base, but as we all know, most of our vacant land that remains available is commercial land. And we make most of our money from commercial land, so there's more than just a customer base here, but in order to maintain that financial stability, we need a value to maintain that employment and commercial land. Finally, the General Plan needs to address if new housing comes in, especially if it is high-density housing in commercial areas, it needs to bring in commercial with it. Because that's what we put on our survey. Commercial neighborhood designation needs to be addressed in our General Plan. Whether that fits under Town Finances and Services or has to do with some later definitions that you all work up in the action items with the working groups.
Response	There is alignment on this issue. Resident Working Groups agreed with the intent and focused on wording.

	Resident Working Group Discussion:
	The Economy and Development Resident Working Groups discussed business attraction and retention in detail. The groups identified a need to support commercial areas with higher-density residential to help increase customers and fill empty storefronts. To meet this intent, the groups included goals, policies actions to: • Create mixed-use zoning districts (mix of residential and non-residential development) that "*ensure development and continued support of retail, restaurant, service, or office space.*" • Update the Neighborhood Commercial Office General Plan Land Use Designation to make sure any residential in this designation supports commercial • The group also recommended making no changes to the Commerce/Office Park (COP) General Plan land use designation or existing COP areas on the land use map.
	Associated Policy, Action and Land Use Designation:
	Policy AA.1 Support the development of low-rise mixed-use projects to increase OV's housing supply and support long-term economic vitality. *Action AA.1.1. Review all commercial zoning districts for opportunities to allow mixed-use development with appropriate zoning requirements*. *Action AA.1.2. Create a mixed-use zoning district that:* • *Defines mixed-use as providing housing and commercial space interrelated to each other* • *Identifies opportunities and appropriate locations* • *Establishes zoning requirements and high-quality design standards to ensure compatibility with the surrounding area*. • *Ensures the development and continued support of retail, restaurant, service, or office space* *Action AA.1.3 Support APPROPRIATE mixed-use development on major intersections, such as:* • *1st and Tangerine* • *Linda Vista and Oracle* • *Tangerine and La Cholla* • *Oracle and El Conquistador* • *1st and Oracle* • *Oracle and Pusch View Lane, adjacent to the San Dorado Plaza and in the Mercado del Rio commercial center* *Neighborhood Commercial Office (NCO) General Plan Land Use Designation - This land use designation represents commercial and office areas with good access to major roadways (i.e. at the intersections of arterial roadways or along Oracle Road) that are close to residential areas. Uses intended to serve the surrounding neighborhoods and which are integrated with those neighborhoods are*

	desirable, such as grocery stores, drugstores and professional offices. Residential development may be accommodated when it proportionately complements and supports adjacent or ground-level commercial areas.
9	Comments from 12/4/2024: #11, for Climate and Sustainability, where it says reduce heat through landscaping, building materials, and designs, I would add maintaining open natural spaces. I don't have anything to add into #13, about Environment and Views, but I did feel that this section was a little segmented from the rest of the sections. Some of it could be in Climate and Sustainability or in Housing. Some of the values could be acknowledged in other areas of the plan, given how critical those priorities were to our residents
Response	There is alignment related to maintaining natural open spaces. The Resident Working Group focused on the wording of the associated goals, policies, and actions. With regards to overlap, many of the draft guiding principles, goals, and policies are interrelated. Overlap is helpful as long as the intent is consistent. It helps build cohesion and ensure related priorities are being met.
	Phase 1 Resident Guidance: 29% value Oro Valley's natural beauty. This was the second most liked aspect of the Town. 54% identified "protecting the environment" as the biggest challenge in OV's future.
	Resident Working Group Discussion:
	The Sustainability Resident Working Group discussed both the climate and environment guiding principles. The group agreed that Oro Valley's environment and natural beauty are highly valued by residents. For this reason, they did not recommend removing the guiding principle. They also helped craft goals, policies, and actions to make sure the relationship between the environment and development, etc., is captured.
	Associated Draft Goals, Policies and Actions:
	Policy I. 1. Require the expansion of conservation areas and other integrated open spaces in new development proposals. *Policy I.3. Support the comprehensive Environmentally Sensitive Land conservation system to promote interconnected open space and minimize impacts on wildlife habitats.* *Action I.1.2. Connect environmentally sensitive lands, which include wildlife and plant habitat, riparian areas and significant natural resource areas by:* • *Cooperating with other jurisdictions and agencies like Tortolita Mountain Park, Pima County, Catalina State Park and Coronado National Forest.* • *Implementing context-sensitive site designs to allow habitat corridors in new development areas with the surrounding land* • *Actively pursue opportunities to restore identified degraded areas.* *Action I.3.2. Protect natural open space, including hillsides, floodplains, riparian habitats and ridgelines by:* • *Continuing to manage development by requiring compact development and enabling flexible design options, including clustering, transfer of development rights or other techniques.*

	• *Developing new and improving existing land use regulations that promote infill.* *Policy J.1. Encourage infill development patterns to protect sensitive lands, natural open space and wildlife habitat and conserve natural resources.* *Action J.1.1. Support compact site designs development to position development away from environmentally sensitive areas and provide more connected open spaces.* *Action J.1.2. Identify grading envelopes on individually graded lots during the platting process to protect native vegetation.* *Action J.1.3. Limit the amount of grading by updating the zoning code to add site coverage requirements for all new developments.*
10	Comment from 5/21/2024: Confusion about the Oro Valley Marketplace being the focal "hub" for a central gathering area since the development plan has already been approved.
Response	The groups acknowledged the previous approvals but added wording to guide the Marketplace's continued development over the next 10 years.
	Resident Working Group Discussion:
	The Development, Community, and Economy Resident Working Groups discussed a central or public gathering area(s). Specifically, the groups helped define the qualities of a gathering space, including possible locations. Specifically, the Community and Development working groups acknowledged the recent approvals, but due to its size, sufficient parking, mixed-use development, and access from the Loop, determined the OV Marketplace as the best location for a gathering space. The groups also acknowledged that other community gathering spaces exist near the OV Marketplace. Connecting the Marketplace to Steam Pump Ranch, San Dorado, etc., through signage, marketing, and design could create a community corridor to meet residents' priorities.
	Associated Draft Actions:
	Action DD.1.1. Continue to work with the owners of the Oro Valley Marketplace to make it a "FOCAL hub" for community gathering by: • *Increasing walkability by improving connections to the Loop, multi-use path, trails, and other pedestrian/cyclist routes* • *Incorporating space for events, arts, and cultural activities* • *Identifying area(s) for gathering that are highly visible and integrated with shopping, dining, seating, the loop, and multi-use path.* • *Providing shade and other amenities to improve the outdoor experience* *Action DD.1.2. Work with the owners of the Oro Valley Marketplace, Steam Pump Ranch, Rooney Ranch, Catalina State Park, San Dorado, and the adjacent town-owned property to unify this corridor of community spaces by:* • *Promoting and marketing the area as a destination or district* • *Developing wayfinding and visitor information to raise awareness about community gathering spaces.*

	• *Creating a unique atmosphere by incorporating public art, accentuating views, implementing distinct architecture and experiential commercial uses that attract all ages.*

ORO VALLEY'S
Path Forward
Planning Together for Our Future

Discussion regarding the 30% Draft of the Plan

Town Council Study Session
June 18, 2025

OV's Path Forward

The #1 priority is to achieve community-wide acceptance by honoring the direction provided by residents in Phase 1.

- Only planning project that is not ultimately approved by Town Council. **Voter approval required.**
- Subject to community acceptance:
  - Demonstrating the plan adheres to residents' guidance will be the focus of Phase 3.
- Alignment must be achieved between:
  - Resident survey responses
  - Event comments
  - Online discussions
  - Resident Working Groups
  - Boards, Commissions and Town Council



Importance

- **Invite** all residents to participate.
- **Inform** residents with information to help them create the 10-year plan.
- **Engage** residents by providing convenient and accessible ways for them to participate.
- **Collaborate** with resident working groups.

Empower resident working groups to use the feedback heard during phase 1 to make decisions that will create the 10-year plan. **Empower all residents to vote on the plan.**



Spectrum of Resident Participation

Creating a resident-driven plan

Phase 1: Most comprehensive outreach conducted by the Town

Over 9,000 responses from surveys, events and online discussions

Produced a draft vision statement and 13 draft guiding principles

- Reviewed and improved by residents through the Wordsmith Challenge

- Reviewed by the Planning and Zoning Commission and Town Council
  - Comments provided by Town Council for consideration by Resident Working Groups. Motion by Town Council: *I move to accept OV's Path Forward draft vision and guiding principles as true to Phase 1 resident participation for Working Groups to consider, as written in Attachment 1, and to add limit height to no more than three stories and protect views.*

- Provided the foundation for Resident Working Groups in Phase 2: “Let’s Think”



Creating a resident-driven plan

Phase 2: Residents with different perspectives working towards consensus

- Brought approx. 116 residents with different perspectives together
- Four groups conducting a total of 25 meetings over a 3-month timeframe
- Stayed true to the resident guidance provided in Phase 1
- Worked to achieve consensus and compromise to produce the 30% draft plan

Produced the 30% draft plan

- Revised drafts of the 13 guiding principles
- Revised drafts of 30 goals, 78 policies and 255 actions related to a variety of topics



Public Safety
Character
Arts and Culture
Parks, Recreation and Trails



Environment
Climate & Energy
Water Resources & Conservation



Transportation
Bicyclist & Pedestrians
Housing
Land Use



Town finances
Workforce
Businesses
Tourism

30% Draft Plan

It is critical to establish a strong foundation for the plan now, before moving on to the next steps

- 30% Draft Plan:
  - Combines resident guidance from Phase 1 and all four working groups into one, cohesive document
  - Focus on the draft guiding principles, goals, policies and actions
  - Excludes graphics, formatting, branding and polished maps
- Purpose of this review:
  - Gather comments from resident working groups, stakeholders, all boards, commissions and Town Council
  - Find alignment among review comments to incorporate into the next draft



30% Draft Reviewers

Guiding Principles

Phase 1 Resident Guidance: 82% prioritized maintaining views
14% of residents find 4-5 story rental apartments acceptable

Phase 2 Resident Guidance: Be broader in the guiding principle and add specifics to the actions to increase accuracy and manage community expectations.

EXISTING

Balance OV's unique suburban environment with thoughtful and limited development that improves the community:

- Strategically manage growth and redevelopment to increase opportunities to live, work, shop, dine and play
- Increase community connections through a central town gathering area
- Diversify employment and housing options
- Attract and retain more restaurants and retail
- Maintain a well-planned and cohesive design of the built environment that complements the natural environment and OV's unique character
- **Limit height to no more than three stories and protect views**

RESIDENT WORKING GROUP DRAFT:

- **Limit height and bulk to protect views and neighborhood compatibility**

Actions added to implement guiding principle:

Apartments:

- Limit 2-3 story apartments to areas along Oracle and Tangerine that are away from existing single-family residential subdivisions
- Restricting apartments that are 3 stories or taller

Commercial and employment uses:

- Maintain current standards for scenic corridors, commercial, and tech-park building heights
- Only allow significant and unique uses, like the hospital, to increase building heights when topography mitigates view impacts
- Positioning taller buildings on the lower portions of the site and ensuring effective transitions between varying building heights

Guiding Principles

EXISTING

Maintain the community's unique character:

- **Promote a friendly, kind, and neighborly feel**
- Create and attract community gathering opportunities and spaces
- Support arts and culture
- Foster a community that welcomes a diverse population
- Strive to keep a quiet and peaceful atmosphere

Phase 1 Resident Guidance: 5% of survey responses value Oro Valley's small-town feel. Balanced and strategic growth – 55% think OV should be more self-sufficient / 42% think OV should remain a bedroom suburb

Phase 2 Resident Guidance: The term "small-town" was interpreted in two ways:

1) Size – Inaccurate. May connotate limited or no development.
2) Thematically – Sense of community, friendly, town feel highly valued

RESIDENT WORKING GROUP DRAFT:
Promote a friendly, kind and neighborly **town feel**



Goals, Policies and Actions

Themes:

- Value and appreciation for many of Oro Valley's existing services and programs
- Support for more mixed-use areas (residential and commercial)
- Utilization of volunteers and community resource programs

30 Goals

78 Policies

255 Actions

141 (55%) maintain existing operations:
- High Visibility Enforcement (HiVE) program
- Roadway maintenance
- Maintaining up-to-date building codes
- Financial reports

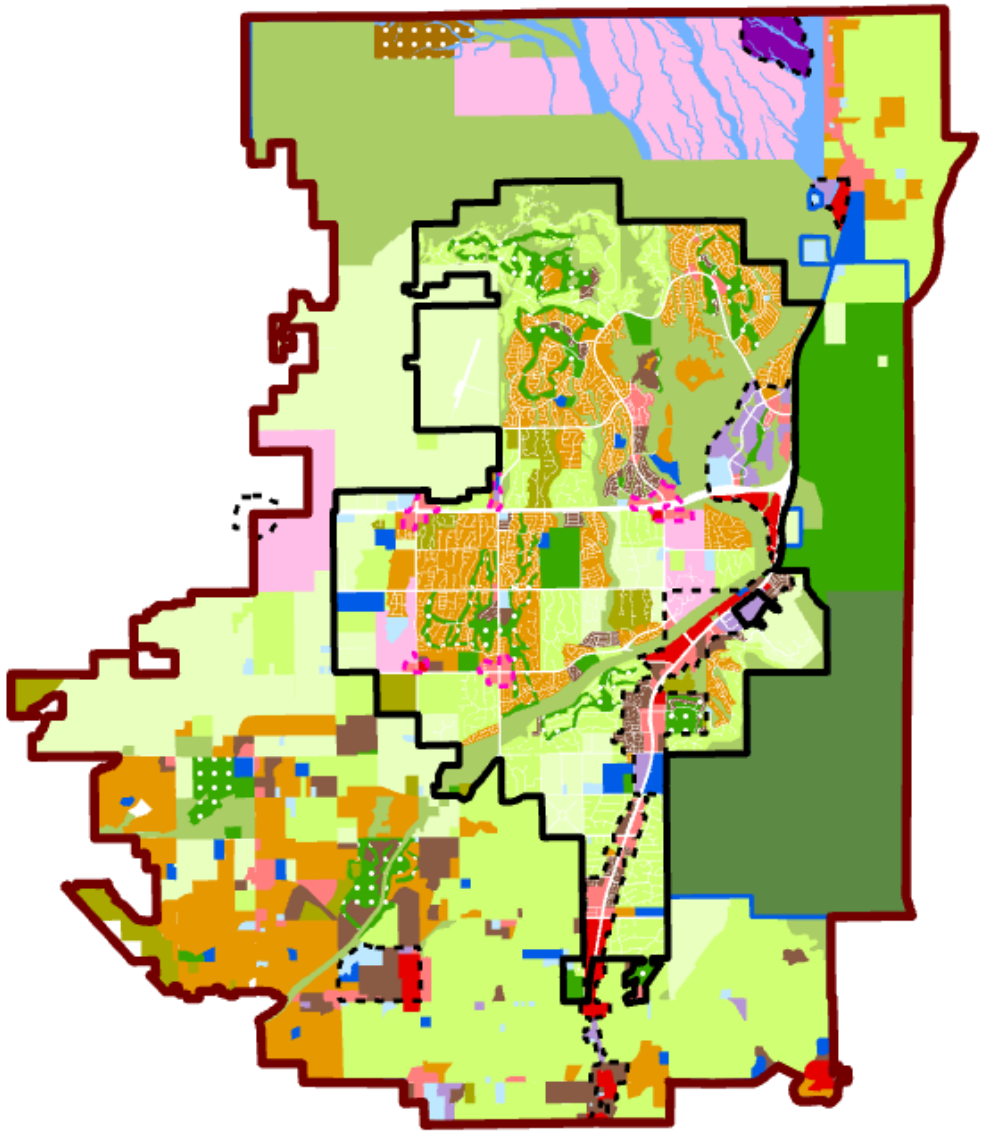
79 (31%) expand or improve existing operations:
- Increasing accessibility, searchability and resources available online
- Providing opportunities for community engagement

35 (14%) are new programs or projects:
- Working with schools to increase safety, programs, etc.
- Code updates for mixed-use zoning

Land Use Map and Designations

- Depicts general uses of land allowed in OV. Provides broad guidance to achieve residents' priorities and vision for the Town.
    - Does not grant property rights like building height or permitted uses (zoning)

- Resident Working Group discussions:
    1. Extend the Planning Area and Urban Service Boundaries west to Marana's town limits and south to Rudasill
    2. Add three growth areas:
        - Tangerine and Thornydale intersection
        - Extend south to Rudasill
        - La Cholla and Lambert
    3. Make parcel specific changes to align with existing zoning and development
    4. Update the Neighborhood Commercial Office (NCO) General Plan land use designation to ensure residential development complements commercial



Amendments

- Amendment types, process and evaluation criteria required by State law
- Resident Working Group discussions:
    1. Keep existing amendment types and process
    2. Strengthen the language of the amendment criteria

Amendment Criteria – Both types of amendments will be evaluated by the following criteria:

It shall be the responsibility of the applicant to **demonstrate that the benefits of the proposed amendment significantly outweigh any potential impacts on the community by meeting** all the following criteria.

1. **The amendment benefits the community by meeting the direction provided by** the vision, guiding principles, goals and policies.
2. The amendment shall not adversely impact:
    a. Existing development character, land use, and **traffic patterns** without providing adequate buffers and graduated transitions in density and land use.
    b. Infrastructure demands on existing uses without implementing improvements to accommodate planned growth.
    c. Public services, including police, fire, parks, and water, without addressing anticipated impacts.
    d. The natural beauty and environmental resources without suitable mitigation
    e. Historical or cultural resources without a suitable treatment plan
3. **The applicant has identified long-term economic benefits and costs to Town infrastructure, services and facilities.**
4. The applicant has implemented effective public outreach efforts to identify neighborhood concerns and has responded by incorporating measures to avoid or minimize development impacts to the extent reasonably possible, as well as to mitigate unavoidable adverse impacts.

Discussion and Next Steps

- Discussion only. No action taken tonight.
  - Gather comments to achieve alignment between resident guidance from Phase 1, resident working groups, boards, commissions and Town Council.

- Feedback that aligns with residents' guidance will be incorporated into future drafts:
  - 60% Draft – 60-day legally required public review (stakeholders, surrounding jurisdictions, residents, boards, commissions and Town Council)
  - 90% Draft – Planning and Zoning Commission and Town Council
  - 100% Draft – Voter approval

- Next draft will be presented to the Resident Working Groups in August and the broader community this fall for comment

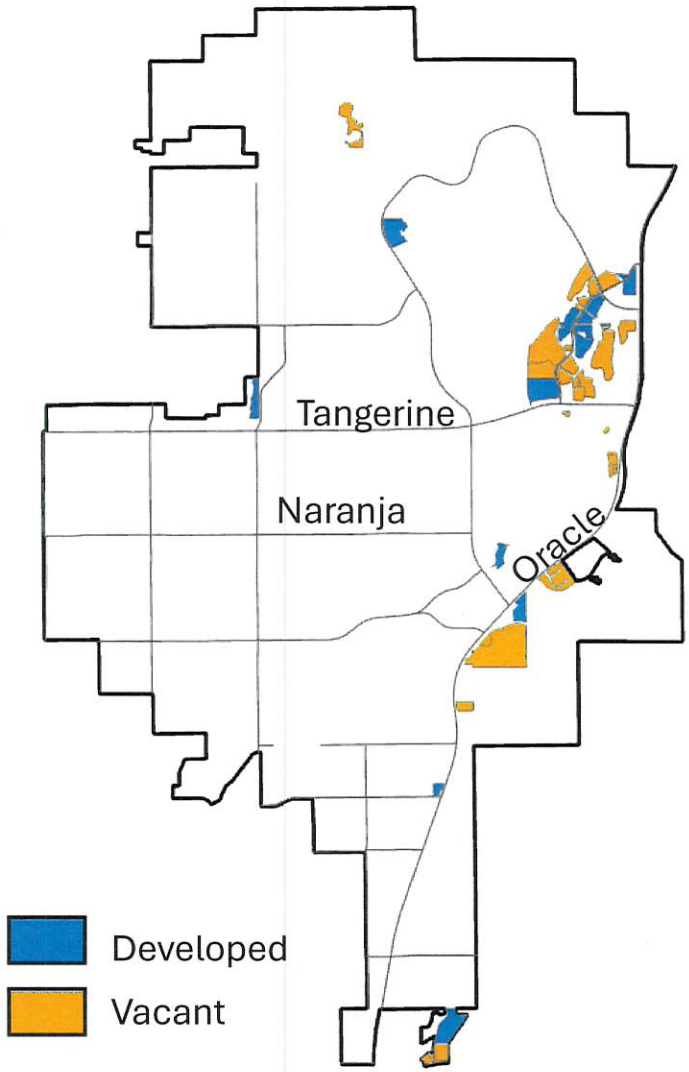


Town Council "Accepted"	Resident Working Group Recommendation
Balance OV's unique suburban environment with thoughtful and limited development that improves the community: • Strategically manage growth and redevelopment to increase opportunities to live, work, shop, dine, and play • Increase community connections through a central town gathering area • Diversify employment and housing options • Attract and retain more restaurants and retail • Maintain a well-planned and cohesive design of the built environment that complements the natural environment and OV's unique character • **Limit height to no more than three stories and protect views**	Balance OV's unique suburban environment with thoughtful ~~and limited~~ development that improves the community: • Strategically manage growth and redevelopment to increase opportunities to live, work, shop, dine, and play • Increase community connections through a central town gathering area • Diversify employment and housing options • Attract and retain more restaurants and retail • Maintain a well-planned and cohesive design of the built environment that complements the natural environment and OV's unique character • Limit height AND BULK to ~~no more than three stories and~~ protect views AND NEIGHBORHOOD COMPATIBILITY
Motion by Town Council: *I move to accept OV's Path Forward draft vision and guiding principles as true to Phase 1 resident participation for Working Groups to consider, as written in Attachment 1, and to add limit height to no more than three stories and protect views.*	<u>Actions added to limit height by use</u>: Action CC.1.3. Protect mountain views in the community by: • Restricting apartments over 3 stories • Maintaining existing commercial zoning (C-N, C-1 and C-2) and tech-park building heights • Enforcing the Oracle Road and Tangerine Road scenic corridor building height restrictions • Only allowing significant and unique uses, like the hospital, to increase building height when topography mitigates view impacts • Positioning taller buildings in lower areas of a site to not impact views due to topography • Creating a transition between differing heights to mitigate impacts to existing homes Action AA.3.1 Identify appropriate locations for 2-3 story apartment communities that are: • In proximity to Oracle or Tangerine Road, with pedestrian access to shops, services, employment areas, and transportation options.

Areas with allowed building heights over 3 stories

- Three-story height varies (typically 27-40 feet)
  - OV Zoning C-1 and C-2 (not on map) = 30 feet
  - Rancho Vistoso C-2 (not on map) = 39 feet
  - Rancho Vistoso and La Reserve CPI = 50 feet
  - OV Tech Park = 36 feet

Zone or Area	Building Height	Approx. Stories
Resort Zoning (Stone Canyon)	35, 44 or 75 feet	5 stories
Tech Park and Hospital (Innovation Park and La Reserve)	35, 44, 50 feet; 60 for hotel	3-5 stories
OV Tech Park Zone	36 feet	3-4 stories
Rooney Ranch (Town-owned site)	35 feet; 75 feet for hotel	3-5 stories
Villas at San Dorado	40 feet	4 stories
OV Marketplace (Hotels and Mixed-Use Area)	49 feet	4 stories
Splendido	34 feet	3-4 (4 permitted, including partial area below surface)
La Posada	75 feet	5 stories
Westward Look	40 feet	3 stories



Housing Survey (2023)



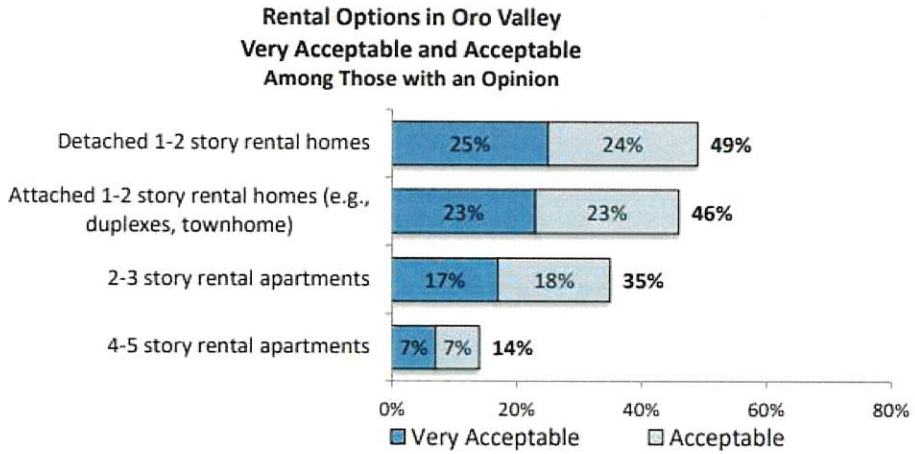


Table 6a: Rental Options in Oro Valley
Detailed Ratings (excludes don't know)

Rental Options	Very Acceptable	Acceptable	Neither	Not Acceptable	Not At All Acceptable
Detached 1-2 story rental homes	25%	24%	28%	13%	10%
Attached 1-2 story rental homes (e.g., duplexes, townhome)	23%	23%	28%	17%	10%
2-3 story rental apartments	17%	18%	26%	17%	22%
4-5 story rental apartments	7%	7%	16%	16%	54%

Town Council Regular Session **24. 2.**

Meeting Date: 06/18/2025

Requested by: Bayer Vella, Community and Economic Development

Submitted By: Michael Spaeth, Community and Economic Development

Case Number: 2501170

SUBJECT:

DISCUSSION REGARDING SEVERAL PROPOSED FEE AND OTHER REVENUE INCREASES AND THE ASSOCIATED COMMUNITY OUTREACH EFFORT

RECOMMENDATION:

This item is for discussion only. Formal department proposals will be presented to Town Council at a future meeting. Staff seeks discussion on key directional elements regarding:

1. New taxes
2. Stormwater Utility fee increase
3. Parks and Recreation fee increases

EXECUTIVE SUMMARY:

The purpose of this report is to provide background information on several items related to town fee and revenue increase proposals and the associated community engagement effort. Several departments (Parks and Recreation, Public Works - Stormwater Utility, and Finance) have been developing new fee and revenue proposals for Town Council consideration later this year. Typically, each is reviewed separately. To ensure comprehensive review, all are being reviewed concurrently. For the first time, staff is also utilizing a focused community engagement effort to increase efficiency and expand opportunities for public awareness as the three proposals move towards Town Council concurrently.

COMMUNITY ENGAGEMENT EFFORT

The "Community Engagement Effort" will utilize a comprehensive approach to engage as many residents as possible. This effort includes the following three phases:

Phase 1 - Study sessions with each respective board, commission and Town Council to shape the proposals and process

- Stormwater Utility Commission: November 2024
- Parks and Recreation Advisory Board: April 15, 2025
- Budget and Finance Commission: May 20, 2026

Phase 2 - Online "Community Engagement" Zoom events to garner resident feedback and potentially revise revenue proposals

Phase 3 - Present and garner a formal recommendation from each respective board and commission followed by Town Council action

The overall project timeline is provided as Attachment 1. Additional detail regarding the outreach effort is provided in the Background or Detailed Information section of this report.

REVENUE PROPOSALS

1. NEW TAXES
The Finance Department is proposing three additional tax categories to augment the Town's local sales tax collections. These tax categories are the following:

A. Use tax
B. Telecommunications tax
C. Commercial Rental tax

All three of these categories are collected by the Town's nearest neighbors, including the City of Tucson, Town of Marana, and Town of Sahuarita. It is the intent of staff to restrict utilization of these funds toward public safety capital, which currently does not have a dedicated funding source. A comparison of local tax collection is provided in Attachment 2. Additional detail is provided in the Background or Detailed Information section of this report.

2. STORMWATER UTILITY FEE INCREASE
The Base Rate for the Stormwater Utility is required to guarantee adequate revenues to meet the expenses associated with stormwater management in the Town. After careful analysis, it is clear the existing rate does not adequately address the fundamental expenses associated with stormwater management, specifically capital improvement and projects associated with infrastructure maintenance and repair. The Stormwater Utility Commission unanimously supports a one-time rate increase from $4.50 per ERU (Equivalent Residential Unit) to $6.50 per ERU.

3. PARKS AND RECREATION FEES INCREASE
The Parks and Recreation Department is proposing fee increases for department memberships and rentals, with a focus on increases to non-resident rates for use. The majority of proposed fees have not been increased in more than 10 years, while costs have steadily risen over this time.

The department has been proactive in its approach, as evidenced by numerous meetings held with local organizations and leagues which would be impacted by these new fees. All meetings have been well-received as the increases proposed have been deemed reasonable and fair. This proposal is the effort of many staff members over a period of years to ensure all due diligence was completed as it relates to comparison fees and value included. It is important to note that the increased fees generated by this proposal will be designated for future capital improvement projects within the department.

This item is for discussion only and each formal department proposal will be comprehensively presented to Town Council at a future meeting.

BACKGROUND OR DETAILED INFORMATION:

COMMUNITY ENGAGEMENT EFFORT

Multiple town departments (Parks and Recreation, Public Works - Stormwater Utility, Finance) have been developing new fee and revenue proposals for Town Council consideration later this year. In prior years, each department's respective proposal has been on its own individual track moving through their respective process which includes:

- Department proposal development
- Board/Commission recommendation
- Town Council consideration and action

This process, though effective, resulted in limited focus on each individual proposal. Community engagement beyond working with the appropriate Board or Commission has been limited.

In an effort to increase efficiency, provide a comprehensive picture of all proposals and afford residents an opportunity for greater input, staff has designed a "community engagement" program ultimately combining all three proposals (Parks and Recreation fees increase, Stormwater Utility fee increase and new taxes) onto the same track (overall project timeline included in Attachment 1).

Phase 1
While development of each revenue proposal has been ongoing for some time, Phase 1 of this "community engagement" project was kicked off in March. This phase of the project included study sessions for each respective proposal before each corresponding board or commission, culminating with a comprehensive study session before Town Council (shown in the table below).

Stormwater Utility Commission (SWUC)	September 19, 2024
Parks and Recreation Advisory Board (PRAB)	April 15, 2025
Budget and Finance Commission (BFC)	May 20, 2025
Town Council	June 18, 2025

To date, a study session has been held before the Stormwater Utility Commission, Parks and Recreation Advisory Board, and Budget and Finance Committee (BFC). The aim has been to garner feedback on the direction of each proposal and identify issues and informational needs.

Phase 2
Following the Phase 1 study sessions, Phase 2 will start with community engagement Zoom events. Staff will be facilitating "Community Engagement Zoom Events" in July for each respective proposal. The aim is to present residents with the necessary background information and rationale for the proposed revenue generation - and, most importantly, garner feedback. The meetings are tentatively scheduled as follows:

Meeting 1	Parks and Recreation fee increases	July 9, 2025
Meeting 2	Other Revenues	July 10, 2025
Meeting 3	Stormwater increases	July 15, 2025

The aim of these events is to ensure the background and rationale for the proposed increases are presented to residents in a clear, transparent and understandable manner and to provide an opportunity for greater resident input.

The events will be conducted using the same approach as the one currently being used in developing the Town of Oro Valley's next General Plan, OV Path Forward. Use of ads, signs, advertising and articles will be used to publicize the events. The format utilizes online Zoom meetings, which have proven to be more inclusive (greater attendance), engaging, and effective than previous outreach.

The format allows residents who don't have time to attend in-person meetings or those that simply prefer to participate from the comfort of their home to stay engaged, expanding the Town's ability to reach more and more residents. The online Zoom meetings have generated high participation in both OV Path Forward and the Oro Valley Trails Connect planning efforts.

A communications outreach plan (Attachment 2) has been designed and will be implemented prior to the "Community Engagement Zoom events" to maximize engagement and reach as many stakeholders, interested parties, groups and residents as possible. The outreach effort will begin in June following the final study session before Town Council.

Phase 3
In this phase, the complete draft revenue proposals will be finalized. Each will be presented to the respective board/commission for recommendation. The tentative timeline moving forward is included in the table below:

Stormwater Utility Commission recommendation	July 31, 2025
Parks and Recreation Advisory Board recommendation	August 19, 2025
Budget and Finance Commission recommendation	September 16, 2025
Town Council Study Session	October 1, 2025

Once recommendations are provided by each respective board or commission, a comprehensive study session and public hearing will be held for Town Council in October. All three proposals will be presented concurrently to present a complete, comprehensive picture for discussion and Town Council action.

REVENUE PROPOSALS
Detailed summaries of each department proposal are provided below with additional information included in Attachments 3, 4 and 5, respectively.

1. NEW TAXES
The Finance Department is proposing three additional tax categories to augment the Town's local sales tax collections. These tax categories include the following:

A. Use Tax
The use tax is a standard part of the Model City Tax Code "MCTC" and the League of Arizona Cities and Towns strongly recommends implementing for all cities and towns as good tax policy promoting fairness for all sellers. A use tax is a tax on goods purchased where no sales tax is collected. Adding a use tax is a complementary tax to retail (TPT) that simply promotes competitive equality for local businesses by eliminating the financial incentive for local businesses making purchases outside of the Town. It protects local businesses from potential lost revenue by removing any motivation for buyers to purchase outside of Oro Valley. Lastly, all out of state retailers are required to collect both State use tax and any municipal use taxes, should the Town adopt a use tax. This will include all online purchases where no prior sales tax has been collected. As a rough estimate, a use tax could bring in anywhere from $375,000 - $600,000 on an annual basis in additional revenue.

B. Telecommunications Tax
A telecommunication tax is a tax on businesses providing telecommunication services in the Town. This tax is levied on both wireless and wired communication service providers that would be paid for by users of the system. As a rough estimate, a telecommunication tax could bring in anywhere from $130,000 - $280,000 on an annual basis in additional revenue.

C. Commercial Rental Tax
A commercial rental tax is a tax on the rental, leasing, and licensing for use of real property for commercial purposes. This tax applies to landlords of commercial office leases and storage facilities. The Town's current tax code exempts these activities from transaction privilege tax collection under Section 8A-445(m). As a rough estimate, a commercial rental tax could bring in anywhere from $425,000 - $1,000,000 on an annual basis in additional revenue.

All three of these categories are collected by the Town's nearest neighbors, including the City of Tucson, Town of Marana, and Town of Sahuarita. It is the intent of staff to restrict utilization of these funds toward public safety capital, which currently does not have a dedicated funding source. A comparison of local tax collection is provided in Attachment 3.

During the May 20th study session, the Commission was generally supportive of the proposed new taxes, but wanted more detail on the following:

1. Potential impacts on both residents and businesses
2. Use of new revenue solely for capital improvement projects rather than for capital projects and operations.

2. STORMWATER UTILITY FEE INCREASE
As per Town Code 15-24-13 Section H, the Base Rate for the Stormwater Utility is required to guarantee adequate revenues to meet the expenses associated with stormwater management, which encompasses operations, maintenance, and capital improvements of the stormwater system in the

Town. Following 1.5 years of dedicated effort by the Stormwater Utility Commission and a thorough examination of the current rate, it has been determined that the existing rate is inadequate. This rate does not adequately address the fundamental expenses associated with stormwater management, specifically capital improvement and projects associated with infrastructure maintenance and repair.

The Stormwater Utility team conducted an analysis of the rates to establish the essential base rate required for financing the stormwater management program. The Stormwater Utility Commission unanimously supports a one-time rate increase from $4.50 per ERU (Equivalent Residential Unit) to $6.50 per ERU. On November 21, 2024, the Stormwater Utility Commission (SWUC) assessed staff recommendations derived from a stormwater rates analysis to ensure consistency with Town policies and voted to endorse the approval of the Stormwater Rates Analysis Report (Attachment 4).

The formal recommendation from the SWUC will be presented to Town Council in October as part of a formal request to file a "Notice of Intent" to raise rates as required by state law. This will initiate the state required 60-day notice period before further Town Council action to formally raise rates anticipated in January.

3. PARKS AND RECREATION FEES INCREASE
The Parks and Recreation Department has drafted the attached fee proposal (Attachment 5) in accordance with Strategic Plan (SP) Objective 2.3.4. which states “Evaluate opportunities (e.g., discounts, reservation availability, etc.) that would benefit Oro Valley residents in recreational amenities and activities.” In addition to the stated SP goal, a majority of membership and field use fees are the same today as when they were established decades ago, all while operational expenses have continued to increase dramatically. This proposal considers comparable fees and rates from other communities within the state, to include our local neighbors, as well as similar private facilities in the area.

Per Town Council direction, staff have been purposeful in creating fees that are offered at a lower rate for Oro Valley residents and non-profit organizations, and significantly higher for non-resident and for-profit organizations.

A. Facility Membership Fees
Facility membership fees (Community and Recreation Center, Oro Valley Aquatic Center, and the Naranja Park Archery Range) are the greatest driver of department revenue. Each facility allows for the purchase of a “Classic” membership which allows the member access to the respective facility.

- Cardio and strength equipment
- 100+ Group fitness classes per week (including Yoga, Spin, Zumba, Tai Chi, and a wide variety of cardio and strength classes)
- One racquetball court
- Lap Swimming pool
- 15 tennis courts (1-day advance reservations)
- 10 pickleball courts (2-day advance reservations)

A “Premium” membership is also available, which is more expensive, but allows for access to all facilities, in addition to:

- All Classic benefits
- Access to the Oro Valley Aquatic Center
- Access to the Pusch Ridge Tennis Center (16 additional tennis courts)
- 3-day advance tennis court reservation privileges
- 15% Overlook Restaurant discount
- 20% discount on hard goods (sports equipment)
- 25% discount on apparel

Both types of memberships, (Classic and Premium), also have differing price points depending on whether the purchaser is a resident or non-resident. While this practice has always been in place, as a

part of this proposal, the increase in non-resident fees is substantially higher than the proposed increase to resident fees across all membership types.

Most membership fees have not been updated for a decade or more. For example:

- Community and Recreation Center (CRC) membership fees are the same since the Town took ownership of the facility in 2015.
- The Oro Valley Aquatic Center (OVAC) membership fees are the same since the Town renovated the facility in 2013.
- The Naranja Park Archery Range membership fees are the same since the Town built the facility in 2013.

The attached document outlines the proposed fees. One item to note is that even with the proposed membership fee increases, the CRC and OVAC remain the least expensive of similar facilities. And to that point, objectively, there is no other similar facility in Tucson that offers as much value for the money spent as the Town's Community and Recreation Center. Between the number of amenities, classes, and equipment, we remain the most economical choice for the area.

B. Facility and Field Rental Fees

Facility and field rental fees are applicable to all fields and ramadas in town parks, swim lanes at facilities, tennis and pickleball courts at the Community and Recreation Center, the property at Steam Pump Ranch, and the Naranja Park Archery Range. Residents, sports teams, user groups, and outside promoters pay the Town for the ability to reserve a public space for private use or events. These fees are similar to membership fees in that they have not been updated for an extended period. For reference:

- Field use fees for all Town sports fields remain the same as when first implemented in 1999.
- The fee to reserve a lap swim lane at either the Aquatic Center or the Community Center is the same as when the Town renovated the Aquatic Center in 2013.

The attached documents outline the proposed fees. Similar to membership fees, the proposal includes lower rental rates for resident/non-profit based users or organizations and higher rates for non-resident/for-profit based users or organizations. Additionally, the Parks and Recreation Department works with local user groups to insure they have priority (and will continue to do so) in their ability to reserve needed space at facilities before those from outside the community have the opportunity to reserve.

At quarterly meetings to discuss comments and concerns with local sports teams, our local user groups have made comments that the Town look at increasing field rental fees due to the relatively low costs associated with rentals. During these meetings, the user groups have been made aware that staff has been evaluating all department fees, and more information can be expected in the future. This is positive information as these groups will be the ones paying the increased fees.

The Parks and Recreation fee proposal (Attachment 5) is the work of a large segment of our Parks and Recreation staff over multiple years, tracking and recording local municipal and private comps. Staff has met with the following local primary user groups who will be most impacted by this proposed increase and all have been understanding and supportive of the proposal. Those groups include:

- El Conquistador Tennis (Town tennis contractor)
- Pusch Ridge Archers (Local archery organization)
- Oro Valley Community and Recreation Center Advisory Group
- Made up of current golf, tennis, fitness, and pickleball members
- Oro Valley Sports Alliance members (all local youth sports leagues)
- Oro Valley swim team organizations

Additionally, staff consider the recommended proposal as fair, justifiable, and warranted based on several factors.

- Capital investment in Parks and Recreation amenities over the last five (5) years amounts to over $40 million dollars in projects.
    - Naranja Park Expansion – $21.6 million
    - Naranja Park Playground – $2 million
    - CRC Golf course irrigation project – $9 million
    - CRC tennis and pickleball court remodel and expansion – $2.8 million
    - CRC Parking lot expansion – $600,000
    - CRC Elevator and entryway project – $2.1 million
    - PR Golf bridge replacement – $400,000
    - MUP Improvements – $1.6 million
    - OVAC Pump room expansion and upgrades – $1 million
- Replacement of all equipment and machines within the fitness component of the CRC over the last five years amounts to over $250,000.
- Replacement swim and event equipment at OVAC over the last five years amounts to over $50,000.
- The number of facilities and programs available to members has doubled since 2018 (60 weekly opportunities were offered in 2018, currently 110 opportunities are offered).
- Enhanced sports field maintenance and scheduling processes have provided improved overall quality and experience for users.

The Parks and Recreation Advisory Board was generally supportive of both the outreach effort to engage residents and draft fee proposals.

This item is for discussion only and the formal department proposals will be presented to Town Council at a future meeting.

FISCAL IMPACT:

An estimate of the anticipated financial impact of each proposal is summarized below with additional information in each respective attachment:

Finance

The proposed taxes are estimated to generate the following annual revenues:

- Use tax: $375,000 - $600,00
- Telecommunications tax: $130,000 - $280,000
- Commercial rental tax: $425,000 - $1,000,000

Stormwater

The proposed rate increase is estimated to generate $691,000 annually.

Parks and Recreation

The proposed rate increases are estimated to generate $400,000 annually for the department.

SUGGESTED MOTION:

This item is for discussion only. Formal revenue proposals will be presented to Town Council at a future meeting. Staff seeks discussion on key directional elements regarding:

1. New taxes
2. Stormwater Utility fee increases
3. Parks and Recreation fees increases

Attachments

ATTACHMENT 1 - FEES AND OTHER REVENUES PROPOSALS PROJECT TIMELINE

ATTACHMENT 2 - FEES AND OTHER REVENUES PROPOSALS COMMUNITY OUTREACH PLAN

ATTACHMENT 3 - TAX COMPARISON MATRIX
ATTACHMENT 4 - DRAFT STORMWATER RATE ANALYSIS REPORT 2024
ATTACHMENT 5 - PARKS AND RECREATION DEPARTMENT FEE PROPOSAL OVERVIEW
Staff Presentation

Fee and Revenue Proposals
Community Engagement Plan timeline

PHASE 1	
STEP 1 – DEVELOPMENT by STAFF	April 4th
A. Draft Communications Outreach Plan • Explorer article • Print ads • Informational videos • Outreach to B&C, HOA and Community • Vista Newsletter • Parks & Rec Eblast • Social media • Website B. Assemble All Department Proposals • Parks and Recreation Fees • Stormwater Utility Fees • Other Revenue Sources C. Comprehensive Staff Report and PPT Presentation of A + B	
STEP 2 – STUDY SESSIONS	
A. Parks and Recreation Advisory Board	April 15th
B. Budget and Finance Commission	May 20th
C. Town Council	June 18th
PHASE 2	
STEP 3 – COMMUNITY ENGAGEMENT ZOOM EVENTS	
A. Parks & Rec	July 9th
B. Other Revenues	July 10th
C. Stormwater	July 15th
PHASE 3	
STEP 4 – B&C RECOMMENDATIONS	
A. Stormwater Utility Commission	July 31st *
B. Parks and Recreation Advisory Board	September 9th
C. Budget and Finance Commission	September 16th
STEP 5 – COUNCIL STUDY SESSION	October 1st
STEP 6 – COUNCIL DECISION	October 15th
Public Hearing: Discussion and possible action on the following items: A. Issue "Notice of Intent" to raise Stormwater rate B. Increase Parks and Recreation fees C. Adopt proposed taxes	
STEP 7 – COUNCIL DECISION	January 2026
Public Hearing: Discussion and Possible action to raise Stormwater rate	

* Tentative

2025 Taxes & Fees Launch – Public Outreach Timeline

PHASE 1: EDUCATE

- **Educate residents about the process: WHAT it is and WHY we're doing it.**
- Also provide a glimpse of overall process and upcoming community engagement opportunities in July.
- **Launch: Approx. June 4**—two weeks before the June 18 Council Study Session.

Wed. 6/4 AM	**Press release** to explain what the taxes and fees process is, why we're doing it, who it will impact, how residents can learn more and participate, etc. • Posted as "Featured News" on the **Town website** • Posted to **social media** accounts and "shared" by Parks and OVPD • **Emailed** to residents on the subscription list • Distributed to **14,000+ Parks & Rec users** via weekly email blast • Follow-up with **local media contacts**
Wed. 6/4 PM	Share with the public at the **Town Council meeting via Mayor's Report**
Month of June	Run **digital ads** on Tucson Local Media website (Explorer)
Week of 6/9	The June/July **Vista Newsletter** delivered to 17,000 households
Wed. 6/11	TBD/TENTATIVE: Publish **staff-written Explorer article** that reinforces message of the press release, with a personal approach

PHASE 2: ENGAGE

- **Invite and encourage residents to participate in the process by reviewing draft plan(s) and attending Zoom events.**
- Reminder of process-to-date
- Set expectations for what those engagement opportunities will (and won't) look like.
- **Launch: Approx. June 25**—two weeks before the first Zoom event (Parks & Rec)

Wed. 6/25	**Press release** to invite residents to review the draft plan(s) and attend the three Zoom events. Message will include refresher on the process, value of public engagement, what to expect at the meetings, and detailed instructions on how to participate, including links. • Posted as "Featured News" on the **Town website** • Posted to **social media** accounts and "shared" by Parks and OVPD • **Emailed** to residents on the subscription list • Distributed to **14,000+ Parks & Rec users** via weekly email blast • Follow-up with **local media contacts**
July 1 – 15	Run **digital ads** on Tucson Local Media website (Explorer)
Wed. 7/2	**Print ad** in Explorer Newspaper
Thurs. 7/3	Reminder sent to **14,000+ Parks & Rec users** via weekly email blast
Mon 7/7	**Social media reminder (via paid promotion)** that event is this week
Wed. 7/9	**Print ad** in the Explorer Newspaper
TBD **As needed**	Throughout process, staff will monitor engagement and schedule additional promos as needed (e.g. boosted socials, more TLM ads, video shorts, etc.)

	Marana	Sahuarita	Tucson	Oro Valley
Advertising	0.00%	0.00%	0.00%	2.50%
Amusements	2.50%	2.00%	2.60%	2.50%
Contracting - Prime	4.00%	4.00%	2.60%	4.00%
Contracting - Speculative Builders	4.00%	4.00%	2.60%	4.00%
Contracting - Owner Builder	4.00%	4.00%	2.60%	4.00%
Job Printing	2.50%	2.00%	2.60%	2.50%
Manufactured Buildings	2.00%	2.00%	2.60%	2.50%
Timbering and Other Extraction	2.50%	2.00%	2.60%	2.50%
Severance - Metal Mining	0.10%	0.10%	0.10%	0.10%
Publication	2.50%	2.00%	2.60%	2.50%
Hotels	2.50%	2.00%	6.00%	2.50%
Bed Surtax (Additional Tax) (Per Night)	0.00%	0.00%	$ 4.00	0.00%
Hotel/Motel (Additional Tax)	6.00%	2.00%	0.00%	6.00%
Commercial Rental, Leasing, & Licensing for Use	2.50%	2.00%	2.60%	0.00%
Rental Occupancy	2.50%	0.00%	0.00%	2.00%
Rental, Leasing, & Licensing for Use of TPP	2.50%	2.00%	2.60%	2.50%
Restaurant and Bars	2.50%	2.00%	2.60%	2.50%
Retail Sales	2.50%	2.00%	2.60%	2.50%
Retail Sales (Single Item Over $5000)	2.00%	0.00%	0.00%	0.00%
MRRA Amount	2.50%	2.00%	2.60%	2.50%
Communications	4.00%	2.00%	2.60%	0.00%
Public Utility (Additional Communications)	0.00%	0.00%	4.50%	0.00%
Transporting	2.50%	2.00%	2.60%	2.50%
Utilities	4.00%	4.00%	2.60%	4.00%
Public Utility (Additional Utility)	0.00%	0.00%	4.50%	0.00%
Public Utility Right of Way	0.00%	0.00%	1.50%	0.00%
Use Tax Purchases	2.50%	2.00%	2.60%	0.00%
Use Tax Purchases (Single Item Over $5000)	2.00%	0.00%	0.00%	0.00%
Use Tax From Inventory	2.50%	2.00%	2.60%	0.00%

	Marana	Sahuarita	Tucson	Oro Valley
Use Tax Purchases	2.50%	2.00%	2.60%	0.00%
Use Tax From Inventory	2.50%	2.00%	2.60%	0.00%

	Marana	Sahuarita	Tucson	Oro Valley
Communications	4.00%	2.00%	2.60%	0.00%

	Marana	Sahuarita	Tucson	Oro Valley
Commercial Rental, Leasing, & Licensing for Use	2.50%	2.00%	2.60%	0.00%



Stormwater Utility Rate Analysis Report September 2024

TOWN OF ORO VALLEY
STORMWATER UTILITY
STORMWATER RATE ANALYSIS REPORT
SEPTEMBER 2024

DRAFT

ORO VALLEY TOWN COUNCIL

Joseph Winfield, Mayor
Melanie Barrett, Vice Mayor
Timothy Bohen, Councilmember
Harry "Mo" Green, II, MD, Councilmember
Joyce Jones-Ivey, Councilmember
Josh Nicolson, Councilmember
Steve Solomon, Councilmember

ORO VALLEY STORMWATER UTILITY COMMISSION

Richard Crocker, Commission Chair
Gary Mattson, Commission Vice-Chair
Richard Hawkinson, Commission Member
Robert Schlicher, Commission Member

TOWN STAFF

John Spiker, P.E., Stormwater Utility Manager
Aimee Ramsey, Public Works Deputy Director

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APPENDIX

A. Proposed Financial Scenario Pro Forma
   A Stormwater Fund

B. Proposed Stormwater Utility Fund Scenarios
   B-1 One Time Increase (SWUC Preferred)
   B-2 Every Two Years Increase
   B-3 Variable Increase
   B-4 Status Quo
   B-5 No Increase No Grant Funds
   B-6 Increase With Grant Funds
   B-7 Increase No Grant Funds

C. 10-Year Capital Improvement Schedules
   C Stormwater Fund

D. Assumptions for Proposed Financial Scenario
   D Stormwater Fund

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TOWN OF ORO VALLEY
STROMWATER UTILITY
STORMWATER RATES ANALYSIS REPORT
SEPTEMBER 2024

Executive Summary

DRAFT

An annual review of the revenue requirements and stormwater rates is an integral component in ensuring the long- term financial health of the Stormwater Utility. The Oro Valley Stormwater Utility Commission reviews and makes recommendations for stormwater revenue requirements, stormwater rates and fee structures. The Commission evaluates staff recommendations based on a rates analysis to ensure compliance with Town policies. Stormwater rates and service charges are reviewed annually in accordance with Town Code 15-24-13-H-3.

This Stormwater Rates Analysis Report contains detailed information on the Stormwater Utility Fund. The Stormwater Utility Fund accounts for both operating as well as Capital Improvement Program expenses. Funds are analyzed annually to project revenue and revenue requirements. As an enterprise of the Town, the Stormwater Utility generates revenue from rates, fees and service charges and does not receive revenue from taxes or other monies from the General Fund.

In accordance with policy, the stormwater rates analysis is performed annually based on the most up-to-date information available for a ten-year period. Although the analysis is forecasted for ten years, any rate adjustment considered would be approved only for the first year in the ten-year projection period.

The Stormwater Utility Commission has made a recommendation on the proposed financial scenario. Under the proposed financial scenario, the Stormwater Utility Fund is projected to have a cash balance of $427,761 at the end of the ten-year projection period. This exceeds the cash reserve requirement described in Town Code 15-24-10. Operational needs and capital improvements are included in the analysis. The proposed financial scenario does not intend to utilize reserves to finance operational nor capital projects.

The Stormwater Utility Commission and Stormwater Utility staff have made the following recommendations on stormwater rates in the proposed financial scenario for Fiscal Year 2025/26:

A. Increase to the stormwater base rates

A. The current and proposed monthly base rates for stormwater are shown in Table 1 below:

Table 1

Account Type	Current Rate	Proposed Rate	Monthly Increase
Developed Residential Property*	$4.50 per ERU	$6.50 per ERU	$2.00 per ERU
Developed Commercial Property**	$4.50 per ERU	$6.50 per ERU	$2.00 per ERU

* Developed Residential Properties equal one Equivalent Residential Unit

** Developed Commercial Properties are billed the Stormwater Base Rate multiplied by the Equivalent Residential Unit

The financial impact of the proposed base for a residential customer is an increase of $2.00 per month for a total of $6.50 per month. Commercial customers will experience the same Equivalent Residential Unit (ERU) increase of $2.00 per month but is a variable increase to each commercial property based upon the amount of impervious surface located on site. An ERU on commercial properties is derived from the amount of calculated impervious surface area divided by 4,000 square feet.

The Stormwater Utility presents this stormwater rates analysis in support of the recommended rates contained in the proposed financial scenario. The Oro Valley Stormwater Utility Commission and Stormwater Utility staff respectfully recommend the proposed increase to the stormwater base rates as detailed in the proposed financial scenario.

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TOWN OF ORO VALLEY
STORMWATER UTILITY
STORMWATER RATES ANALYSIS REPORT
SEPTEMBER 2024

Introduction

The Oro Valley Stormwater Utility was established in 2001 as a self-supporting enterprise of the Town. The Stormwater Utility is comprised of a single fund established to meet federal, state and local stormwater quality and flood control regulations.

Revenues for this fund include stormwater fees, service fees, miscellaneous charges, interest income, and non-Oro Valley grant funds. The expenses in this fund include personnel, operations, and maintenance of drainage infrastructure and programs, capital costs for existing drainage infrastructure improvements and related debt service. The Stormwater Utility pays the General Fund for services received including finance, human resources, fleet services, information technology, legal, insurance and rental of office space; however, it does not receive revenue from taxes or other payments from the General Fund.

The revenue and expenses of the Stormwater Fund are used to determine if the Stormwater Utility meets any debt service coverage requirement as well as reserves established in the Town Code.

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Methodology

Step 1: Ten-Year Financial Plan

The first step of the stormwater rates analysis is to develop a ten-year financial plan that projects the Stormwater Utility's revenues, expenses, capital project financing, annual debt service, and cash reserve funding. The factors used in determining the projections are growth rates, future stormwater regulations, any debt service coverage requirements, cash reserve requirements and inflation rates. The financial plan is used to determine the revenue adjustment, which allows the Stormwater Utility to recover adequate revenues to fund expenses and meet cash reserves.

Step 2: Revenue Requirement Determination for Test Year

After completing the ten-year financial plan, the rate making process can begin by determining the revenue requirement for the test year, also known as the rate-setting year. The test year for this water rates analysis is Fiscal Year 2024/25 which will be used to capture the rate impacts resulting from a change in rate structure without a revenue adjustment. The revenue requirement should sufficiently fund the Stormwater Utility's operating and maintenance (O&M) costs, any debt service, capital improvement program (CIP) costs, and cash reserve funding for the upcoming Fiscal Year 2025/26 budget.

Step 3: Stormwater Rates Analysis

The annual cost of providing stormwater service, or the revenue requirements, is then distributed to residential and commercial customers based on their Equivalent Residential Units. Fixed and variable costs are analyzed to determine the impact on customers.

Step 4: Rate Design and Calculation

After allocating the revenue requirements to each customer, the rate design and calculation process can start. Rates are designed to properly support and optimize the Stormwater Utility's policies and objectives. Rates also act as a public information tool in communicating these policy objectives to customers.

Step 5: Administrative Record Preparation and Rate Adoption

The final step in a stormwater rates analysis is to develop the administrative record in preparation for the rate adoption process. The administrative record, also known as the Stormwater Rates Analysis Report, documents the results of the stormwater rate analysis and presents the methodologies, rationale, justifications, and calculations utilized to determine the proposed stormwater rates.

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Growth Rates

As indicated in the graph below, new stormwater customers continue to remain stable due to continued development within the Town. The Stormwater Utility had a total of 111 new Equivalent Residential Units (ERU) added over the last fiscal year. At the end of Fiscal Year 2023/24, the customer base totaled 27,534 ERU's.

In developing the growth projections, assistance was received from the Town's Community and Economic Development Department for the current housing inventory, along with plans that have been submitted for review, to conservatively estimate future growth. The growth projections used for this report are consistent with the Town's financial forecasting and are shown below in Table 2.

Table 2

Annual Growth

Fiscal Year	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Residential Unit ERUs	16446	16556	16669	18215	18460	19173	19284	19383	19478
Commercial Units ERUs	6229	6229	6229	8154	8250	8250	8250	8662	8819

Fiscal Year	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35
Residential Unit ERUs	19608	19780	19900	19980	19980	19980	19980	19980	19980
Commercial Units ERUs	8819	8819	8819	8819	8819	8819	8819	8819	8819

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Future Drainage Needs – Project and Asset Assessment

The Stormwater Utility staff are routinely evaluating the existing public drainage assets for operational and conditional function. This task is to ensure originally intended capacity and stability are maintained and ready for the next storm event. These evaluations of existing drainage infrastructure deliver an overall condition index (OCI) rating of the asset taking into account asset age, structural integrity and operational condition. The OCI helps the Stormwater Utility assign necessary maintenance tasks to promote a longer lifespan of the asset and ensure a measure of safety to the public.

The Stormwater Utility is also tasked with developing a Capital Improvement Program for drainage needs. These tasks/projects are considered larger than an operational and maintenance level work effort. A project evaluation is completed for each drainage need identified. Impacts to health safety and welfare are paramount when evaluating future drainage needs, followed by compliance to the stormwater quality and quantity regulations. Other criteria taken into account for drainage project ranking are construction impacts to the public, operations and maintenance impacts, asset preservation and partnering opportunities.

Debt Service

The Stormwater Utility does not currently hold any debt nor is any forecasted in the future ten-year plan. Stormwater Utility operating and capital needs are proposed to be funded out of the Stormwater Fund.

Cash Reserve Policy

The cash reserve policy may be found in the Town Code 15-24-10. The code states, "*The Stormwater Utility shall maintain reserve funds for unexpected and/or emergency needs. The need for use of said funds shall be determined by the Board with recommendations from the Commission, or in the case of an emergency where the Commission cannot be convened in a timely manner, with recommendation from the Director. This reserve shall be fifteen percent (15%) of the collected annual stormwater fees*."

The emergency needs related to flooding will more than likely far exceed available monies in the stormwater utility reserve fund. The intent is to begin contacting for services to address emergency needs utilizing the stormwater reserve funds while full direction is realized.

In the proposed financial scenario, the projected cash reserve balance for the Stormwater Fund for each year in the analysis is listed below in Table 3 showing compliance in all years.

Table 3

Stormwater Fund	FY/24/25	FY/25/26	FY26/27	FY27/28	FY/28/29	FY/29/30	FY30/31	FY31/32	FY32/33	FY/33/34	FY/34/35
Cash Reserve Requirement	$ 227,550	$ 332,610	$ 334,620	$ 336,015	$ 33,696	$ 336,960	$ 336,960	$ 336,960	$ 336,960	$ 336,960	$ 336,690
Cash Reserve Balance	$ 667,553	$ 1,029,126	$ 1,296,680	$ 1,343,990	$ 1,653,516	$ 1,652,719	$ 1,410,243	$ 1,369,765	$ 990,144	$ 1,009,919	$ 427,761

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Cash reserve balances are projected to remain stable over the ten-year projection period. This is a result of the Stormwater Utility's ability to leverage support from the Pima County Regional Flood Control District as well as successful award of grant funds from the Federal Emergency Management Agency and the Arizona Department of Emergency and Military Affairs. These two avenues of support are expected to continue in the future.

Stormwater Fund

Revenue Forecast

The Stormwater Fund is projected to have a cash balance of $1,029,126 at the beginning of Fiscal Year 2025-26 and is projected to have a balance of $427,761 at the end of Fiscal Year 2034/35. These funds may be used for operating costs including personnel, operations and maintenance, capital improvements for the existing stormwater system.

The following revenue forecast was based on analysis of the Stormwater Utility's historic trends and projected growth in the number of new developed properties. The revenue forecast includes proposed increases in the stormwater base rates as shown below in Table 4.

Table 4

Account Type	Current Rate	Proposed Rate	Monthly Increase
Developed Residential Property*	$4.50 per ERU	$6.50 per ERU	$2.00 per ERU
Developed Commercial Property**	$4.50 per ERU	$6.50 per ERU	$2.00 per ERU

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The stormwater base rate is projected to increase once at the beginning of Fiscal Year 2025/26 and be annually reviewed per code. The proposed base rate increase will generate a 46 percent increase in operations and maintenance and capital improvement program areas. The Stormwater Fee is proposed to increase from $4.50 per Equivalent Residential Unit (ERU) per month to $6.50 for residential customers and $4.50 per 4,000 square feet of impervious surface per month to $6.50 per 4,000 square feet of impervious surface per month.

This model of stormwater billing has been adopted as the most equitable approach as it correlates the fee to the stormwater runoff based upon property impervious surface amount.

Other revenue generated by the Utility consists of service fees and charges. Service fees and charges include funds received include, but are not limited to, new service establishment fees, late fees, inspection fees and plan review fees. The total of all service fees and charges are projected to generate annual revenue of $1,500.

Projections for interest income for the Stormwater Fund are a cumulative total over the ten-year period. The interest rate assumed for the projection period is 3 percent annually.

Table 5

Stormwater Fund	FY/24/25	FY/25/26	FY26/27	FY27/28	FY/28/29	FY/29/30	FY30/31	FY31/32	FY32/33	FY/33/34	FY/34/35
Revenue	$ 1,517,000	$2,217,400	$2,230,800	$2,240,100	$2,246,400	$2,246,400	$2,246,400	$2,246,400	$2,246,400	$2,246,400	$2,246,400

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Revenue Needs

Below in Table 6 is a summary of revenue needs for the Stormwater Fund that were used in the financial analysis.

Table 6

Stormwater Fund Expenses	FY/24/25	FY/25/26	FY26/27	FY27/28	FY/28/29	FY/29/30
Personnel	$1,018,770	$1,046,277	$1,074,526	$1,101,389	$1,128,924	$1,157,147
Operations and Maintenance	$ 421,834	$ 434,950	$ 448,500	$ 562,350	$ 476,550	$ 641,250
Administrative Services	$ 250,638	$ 258,250	$ 266,100	$ 274,200	$ 282,500	$ 291,050
Professional Services	$ 67,436	$ 69,550	$ 71,700	$ 173,900	$ 76,150	$ 228,500
Capital Improvement Program	$ 440,000	$ 372,100	$ 257,720	$ 326,550	$ 328,900	$ 446,300

Stormwater Fund Expenses	FY30/31	FY31/32	FY32/33	FY/33/34	FY/34/35
Personnel	$1,186,076	$1,215,728	$1,246,121	$1,277,274	$1,309,206
Operations and Maintenance	$ 556,550	$ 522,350	$ 538,500	$ 555,201	$ 572,402
Administrative Services	$ 299,850	$ 308,950	$ 318,250	$ 327,850	$ 337,750
Professional Services	$ 130,950	$ 83,500	$ 86,100	$ 88,750	$ 91,450
Capital Improvement Program	$ 463,750	$ 546,300	$ 838,900	$ 391,650	$ 594,450

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Projected personnel costs include 3 percent annual merit increases, retirement contributions of 12.29 percent and 3 percent annual increases in health care costs. There are no new employees being added within the ten-year projection period.

The projected operations and maintenance (O&M) costs for the stormwater systems are based on the Fiscal Year 2024/25 budget and include inflationary increases of 3 percent annually.

Projected capital outlay for existing system improvements in this analysis includes drainage infrastructure repair and improvements, equipment replacement, town wide drainage studies, storm sewer system analysis, and vehicle replacement. These projects will be cash-funded in the ten-year projection period. The schedule for ten-year capital improvements may be found in Appendix C.

Proposed Financial Scenario

Prior to developing forecasts, financial considerations were evaluated relating to projected operating costs, capital expenses and the Stormwater Utility's existing cash reserves. When developing a proposed financial scenario, the goal of the Stormwater Utility is to ensure all existing rate setting requirements are met and proposed rate adjustments are palatable to the existing customers.

The development of the stormwater fee structure began in 2004 when impervious surface square footage was utilized to develop a commercial rate commiserate with residential properties. This equitable approach is utilized by other government agencies within the state of Arizona and allows for the collection of stormwater revenues based upon expected stormwater runoff from a given property. The City of Flagstaff has been utilizing this methodology since 2003.

The Stormwater Utility has utilized this method to encourage reduction in impervious surfaces, thereby minimizing stormwater runoff onto public and private properties. This approach also encourages stormwater collection on site, known as stormwater harvesting, which reduces downstream floodwaters and promotes vegetative growth on the subject property thereby reducing heat island effects.

Several scenarios have been presented to the Stormwater Utility Commission for their evaluation. Variable rates increases, sunset rate increases, and multiple one time rate increases to the stormwater rate were evaluated. These scenarios are provided in Appendix B.

Stormwater Rates vary across the country with little to no consistency on how stormwater quality and quantity are accomplished. Here in the state of Arizona there exists very few dedicated local government Stormwater Utilities. Most entities absorb the stormwater requirements through existing entities; Public Works Departments, Environmental Quality Departments, Development Services Department, and Water and Sanitary Sewer entities make up the majority of government led stormwater services. Fees are similarly collected in a variety of manners; permit fees, utility fees, and property taxes are the primary source of revenue.

The Oro Valley Stormwater Utility Rate was structured after the City of Flagstaff Stormwater Rate which also utilize the Equivalent Residential Unit billing structure. Table 7 below illustrates how the City of Flagstaff Stormwater Utility has increased their base rates to compensate for stormwater quality and floodplain management needs. The City of Surprise has also been selected as a close approximation of the Oro Valley Stormwater Utility Rate model for comparative purposes

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Table 7

Year	Oro Valley*	Flagstaff**	Surprise***
2018	$4.50 per ERU	$3.74 per ERU	$2.75 per ERD
2019	$4.50 per ERU	$3.74 per ERU	$2.75 per ERD
2020	$4.50 per ERU	$3.74 per ERU	$2.75 per ERD
2021	$4.50 per ERU	$3.74 per ERU	$2.75 per ERD
2022	$4.50 per ERU	$3.74 per ERU	$2.75 per ERD
2023	$4.50 per ERU	$4.19 per ERU	$2.75 per ERD
2024	$4.50 per ERU	$4.69 per ERU	$2.75 per ERD
2025	$6.50 per ERU	$5.25 per ERU	$2.75 per ERD
2026	$6.50 per ERU	$5.88 per ERU	$2.75 per ERD
2027	$6.50 per ERU	$6.59 per ERU	$2.75 per ERD
2028	$6.50 per ERU	$7.38 per ERU	$2.75 per ERD
2029	$6.50 per ERU	$7.38 per ERU	$2.75 per ERD
2030	$6.50 per ERU	$7.38 per ERU	$2.75 per ERD
2031	$6.50 per ERU	$7.38 per ERU	$2.75 per ERD
2032	$6.50 per ERU	$7.38 per ERU	$2.75 per ERD
2033	$6.50 per ERU	$7.38 per ERU	$2.75 per ERD
2034	$6.50 per ERU	$7.38 per ERU	$2.75 per ERD

* Oro Valley Equivalent Residential Units equal one for residential properties and are calculated based upon every 4,000 square feet of impervious surface for commercial properties
** Flagstaff Equivalent Residential Units are calculated based upon every 1,200 square feet of impervious surface
*** Surprise Equivalent Dwelling Units are one for residential properties and are calculated based upon every 3,420 square feet of impervious surface for commercial properties

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The Stormwater Utility developed a proposed financial scenario that supports key financial and policy goals. The proposed scenario generates the revenue needed to maintain an adequate cash balance over the projected ten-year period therefore meeting the cash reserve requirements in each year.

The pro forma for the proposed financial scenario may be found in Appendix A. The assumptions used to develop the financial projections in the proposed financial scenario may be found in Appendix D.

Recommendation on Stormwater Rates

After reviewing the analysis of the revenue requirements contained in the proposed financial scenario, the Stormwater Utility Commission and Stormwater Utility staff recommend the following for Fiscal Year 2025/26:

A. Increase to the stormwater monthly base rate

A. Tables 8 shown below are the proposed stormwater base rate increases for Equivalent Residential Units. Oro Valley Stormwater Utility customers will see an increase in their bill of $2.00 per Equivalent Residential Unit per month.

Table 8

Account Type	Current Rate	Proposed Rate	Monthly Increase
Developed Residential Property*	$4.50 per ERU	$6.50 per ERU	$2.00 per ERU
Developed Commercial Property**	$4.50 per ERU	$6.50 per ERU	$2.00 per ERU

Conclusion

On an annual basis, the stormwater rates analysis is prepared with the most up-to-date information available. Operational needs and capital improvement requirements change annually and are carefully evaluated when they are included in the analysis. It is important that the Stormwater Utility performs a rate analysis every year to plan for changes in operating costs, capital costs or debt service.

This Stormwater Rate Analysis Report is presented in support of the stormwater rates contained in the proposed financial scenario. The Oro Valley Stormwater Utility Commission and the Stormwater Utility staff respectfully recommend approval of the stormwater rate detailed in the proposed financial scenario.

The Oro Valley Stormwater Utility staff and Commission are dedicated to serving the Town of Oro Valley and the customers of its Stormwater Utility and extend their appreciation to the Mayor and Council for consideration of the recommended stormwater rate.

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APPENDIX A

Proposed Financial Scenario Pro Forma
A Stormwater Fund

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Stormwater Fund 10 Year Forecast		Stormwater Fee Increase Grant Funding Received						One Tme Increase						
2025		FY 2022/23 Fiscal	FY 2023/24 *Previous*	FY 2024/25 Approved	FY 2025/26	FY 2026/27	FY 2027/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35
								Projected 10 Year CIP Senario						
# of Units:														
Residential		19,173	19,284	19,383	19,478	19,608	19,780	19,900	19,980	19,980	19,980	19,980	19,980	19,980
NEW: projected Residential		222	99	95	130	172	120	80	-	-	-	-	-	-
Commercial		8,250	8,250	8,662	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819
NEW: projected Commercial		-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Units:		27,645	27,633	28,140	28,427	28,599	28,719	28,799	28,799	28,799	28,799	28,799	28,799	28,799
Carry forward Fund Balance	Match Finance	**$ 1,125,140**	**$ 844,508**	**$ 1,014,657**	**$ 667,553**	**$ 1,029,126**	**$ 1,296,680**	**$ 1,343,990**	**$ 1,653,516**	**$ 1,652,719**	**$ 1,410,243**	**$ 1,369,765**	**$ 990,144**	**$ 1,009,919**
Includes vehicle cash reserve														
Revenue:														
Monthly Stormwater Utility Fee/Unit		$ 4.50	$ 4.50	$ 4.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50
Gross Revenues		$ 1,476,786	$ 1,512,000	$ 1,517,000	$ 2,217,400	$ 2,230,800	$ 2,240,100	$ 2,246,400	$ 2,246,400	$ 2,246,400	$ 2,246,400	$ 2,246,400	$ 2,246,400	$ 2,246,400
Grant Funds Federal		-	-	210,000	-	480,000	3,800,000	-	-	-	-	-	-	-
Other (Grants or Pima County)		-	-	-	-	400,000	-	-	-	-	-	-	-	-
Late Fees		310	310	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Interest		11,683	11,683	19,000	-	-	-	-	-	-	-	-	-	-
		$ 1,488,779	**$ 1,523,993**	**$ 1,747,500**	**$ 2,218,900**	**$ 3,112,300**	**$ 6,041,600**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,247,900**
Expenses:														
Personnel														
Total Personnel:		$ 865,272	$ 951,557	$ 1,018,770	$ 1,046,277	$ 1,074,526	$ 1,101,389	$ 1,128,924	$ 1,157,147	$ 1,186,076	$ 1,215,728	$ 1,246,121	$ 1,277,274	$ 1,309,206
Contracts/Services														
Outside Professional Services*		128,592	40,000	67,436	69,550	71,700	173,900	76,150	228,500	130,950	83,500	86,100	88,750	91,450
Administration & Financial Serv														
Health Clinic		3,636	3,650	4,421	4,600	4,750	4,900	5,050	5,250	5,450	5,650	5,850	6,050	6,250
General Outside Reviews		-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage Reviews	78040	-	-	-	-	-	-	-	-	-	-	-	-	-
Surveys/Data Management Studies	78041	28,303	10,000	10,000	10,300	10,650	11,000	11,350	11,700	12,100	12,500	12,900	13,300	13,700
Drainage Criteria Manual Update	78042	-	-	-	-	-	-	-	-	-	-	-	-	-
Reviews/Surveys/Data/Studies		26,848	26,350	53,015	54,650	56,300	58,000	59,750	61,550	63,400	65,350	67,350	69,400	71,500
DCM Computation Add On		39,908	-	-	-	-	-	-	-	-	-	-	-	-
Mutterer's Feasibility And Alternatives Study		29,898	-	-	-	-	-	-	-	-	-	-	-	-
Stormdrain Asset Camera Condition Assessment			-	-	-	-	-	-	150,000	-	-	-	-	-
Town-Wide Drainage Study			-	-	-	-	100,000	-	-	-	-	-	-	-
Catalina Alternative			-	-	-	-	-	-	-	50,000	-	-	-	-
Misc Studies			-	-	-	-	-	-	-	-	-	-	-	-
Vehicle Repair & Maintenance	a	2,820	5,384	5,384	5,550	5,750	5,950	6,150	6,350	6,550	6,750	7,000	7,250	7,500
Equipment Repair & Maintenance	a	49,093	27,951	27,951	28,800	29,700	30,600	31,550	32,500	33,500	34,550	35,600	36,700	37,850
Rentals	a	-	1,000	1,000	1,050	1,100	1,150	1,200	1,250	1,300	1,350	1,400	1,450	1,500
Telecommunications		-	69	-	-	-	-	-	-	-	-	-	1	2
Postage	a	50	-	300	350	400	450	500	550	600	650	700	750	800
Printing & Binding	a	1,023	114	1,500	1,550	1,600	1,650	1,700	1,800	1,900	2,000	2,100	2,200	2,300
Travel & Training	a	2,780	1,191	8,800	9,100	9,400	9,700	10,000	10,300	10,650	11,000	11,350	11,700	12,100
Membership	a	375	807	2,925	3,050	3,150	3,250	3,350	3,500	3,650	3,800	3,950	4,100	4,250
Office Supplies	a	1,690	1,472	4,150	4,300	4,450	4,600	4,750	4,900	5,050	5,250	5,450	5,650	5,850
Gasoline	a	23,096	14,173	13,000	13,400	13,850	14,300	14,750	15,200	15,700	16,200	16,700	17,250	17,800
Non-Capitalized Equipment		304	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms*	a	603	1,824	2,550	2,650	2,750	2,850	2,950	3,050	3,150	3,250	3,350	3,500	3,650
Bad Debt Expense	a	2,966	2,500	2,500	2,600	2,700	2,800	2,900	3,000	3,100	3,200	3,300	3,400	3,550
Field Supplies	a	237	21,003	25,000	25,750	26,550	27,350	28,200	29,050	29,950	30,850	31,800	32,800	33,800
Depreciation		-	-	-	-	-	-	-	-	-	-	-	-	-
Regulatory		5,001	5,000	7,200	7,450	7,700	7,950	8,200	8,450	8,750	9,050	9,350	9,650	9,950
Safety	a	-	1,500	1,500	1,550	1,600	1,650	1,700	1,800	1,900	2,000	2,100	2,200	2,300
Administration & Financial Serv		173,166	172,300	250,638	258,250	266,100	274,200	282,500	291,050	299,850	308,950	318,250	327,850	337,750
Financial & Budget		-	50,400	-	-	-	-	-	-	-	-	-	-	-
Human Resources		-	14,300	-	-	-	-	-	-	-	-	-	-	-
Innovation and Technology		-	60,600	-	-	-	-	-	-	-	-	-	-	-
Legal		-	8,500	-	-	-	-	-	-	-	-	-	-	-
Public Works		-	11,600	-	-	-	-	-	-	-	-	-	-	-
Town Clerk		-	1,600	-	-	-	-	-	-	-	-	-	-	-
Town Manager's Office		-	25,300	-	-	-	-	-	-	-	-	-	-	-
General Services Indirect				175,938	181,250	186,700	192,350	198,150	204,100	210,250	216,600	223,100	229,800	236,700
General Services Direct				1,700	1,800	1,900	2,000	2,100	2,200	2,300	2,400	2,500	2,600	2,700
Water Billing		-	-	73,000	75,200	77,500	79,850	82,250	84,750	87,300	89,950	92,650	95,450	98,350
Software Maintenance & Lic		-	-	-	-	-	-	-	-	-	-	-	-	-
Stormwater Maintenance (OPS)		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations/Maintenance:		$ 391,797	$ 296,287	$ 421,834	$ 434,950	$ 448,500	$ 562,350	$ 476,550	$ 641,250	$ 556,550	$ 522,350	$ 538,500	$ 555,201	$ 572,402
Capital Outlay/Projects														
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Minor Assets		-	6,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Grant Capacity		-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle		-	-	-	-	-	-	45,000	-	-	-	-	45,000	-
Building (Gate)		-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment		6,654	-	-	-	350,000	-	-	-	280,000	-	-	-	350,000
Equipment		-	-	-	-	-	-	-	-	-	-	-	-	-
Town wide Drainage Projects		507,896	100,000	650,000	372,100	967,720	4,326,550	328,900	446,300	463,750	546,300	838,900	391,650	594,450
General Infrastructure Maintenance		-	20,000	20,000	20,600	21,250	21,900	22,600	23,300	24,000	24,750	25,500	26,300	27,100
General Culvert Cleaning - Contractor		48,673	50,000	50,000	51,500	53,050	54,650	56,300	58,000	59,750	61,550	63,400	65,350	67,350
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Saddlehorn Place		-	-	-	-	-	-	-	-	-	-	-	-	-
Camino Bajio & Paseo Cordona		-	-	-	-	-	-	-	-	-	-	-	-	-
MUP Market Place		-	-	-	-	-	-	-	-	-	-	-	-	-
El Con Golf Path		-	-	-	-	-	-	-	-	-	-	-	-	-
Rancho Vistoso Culvert Repair		-	30,000	-	-	-	-	-	-	-	-	-	-	-
Mutterer's Construction		-	-	-	-	-	250,000	250,000	-	-	-	-	-	-
Cat Ridge Alt - Erosion Repair	2	290,502	-	-	-	-	-	-	-	-	-	-	-	-
Gravel Pit Wash		-	-	-	-	-	-	-	-	-	-	-	-	-
Sierra Wash Construction (3-Phases)	SW003	168,720	-	280,000	-	310,000	-	-	-	-	-	-	-	-
Pusch Ridge Golf Course Hole 9 Pathway Bank Protection		-	-	-	300,000	-	-	-	-	-	-	-	-	-
Oro Valley Country Club	SW004		-	300,000	-	-	-	-	-	-	-	-	-	-
Pomegranate		-	-	-	-	183,420	-	-	-	-	-	-	-	-
Highland Wash		-	-	-	-	400,000	4,000,000	-	-	-	-	-	-	-
Lamber Lane II		-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed Future Projects		-	-	-	-	-	-	-	-	-	-	-	-	-
Highlands Wash at Tangerine Road Culvert			-	-	-	-	-	-	365,000		-	-	-	-
Gravel Pit Wash at Tangerine Road Culvert			-	-	-	-	-	-	-	380,000		-	-	-
Carmack Wash at Shadow Mountian Estates			-	-	-	-	-	-	-	-	-	750,000	-	-
Highlands Wash at Monterra Ridge			-	-	-	-	-	-	-	-	460,000		-	-
Naranja Park Drainage Improvements			-	-	-	-	-	-	-	-	-	-	300,000	-
Canada Golf Course Driange Improvements			-	-	-	-	-	-	-	-	-	-	-	250,000
Conquistador Golf Course Driange Improvements														250,000
			-	-	-	-	-	-	-			-	-	-
			-	-	-	-	-	-	-	-	-		-	-
			-	-	-	-	-	-	-	-	-	-		-
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			-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-		-
CAPITAL LEASE PRINCIPAL-43937		-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL LEASE INTEREST		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Capital Outlay		$ 514,550	$ 106,000	$ 654,000	$ 376,100	$ 1,321,720	$ 4,330,550	$ 332,900	$ 450,300	$ 747,750	$ 550,300	$ 842,900	$ 395,650	$ 948,450
Total Expenses:		**$ 1,771,619**	**$ 1,353,844**	**$ 2,094,604**	**$ 1,857,327**	**$ 2,844,746**	**$ 5,994,289**	**$ 1,938,374**	**$ 2,248,697**	**$ 2,490,376**	**$ 2,288,378**	**$ 2,627,521**	**$ 2,228,125**	**$ 2,830,058**
Surplus /(Deficit)		(282,840)	170,149	(347,104)	361,573	267,554	47,311	309,526	(797)	(242,476)	(40,478)	(379,621)	19,775	(582,158)
Total Cash Balance		**$ 842,300**	**$ 1,014,657**	**$ 667,553**	**$ 1,029,126**	**$ 1,296,680**	**$ 1,343,990**	**$ 1,653,516**	**$ 1,652,719**	**$ 1,410,243**	**$ 1,369,765**	**$ 990,144**	**$ 1,009,919**	**$ 427,761**
Contingency		**-**	**$ 433,100**	**$ -**	**$ 241,500**	**$ 806,800**	**$ 802,600**	**$ 1,047,000**	**$ 996,000**	**$ 969,400**	**$ 878,700**	**$ 423,800**	**$ 443,500**	**$ 161,200**
Vehicle Cash Reserve		**$ 304,607**	**$ 354,774**	**$ 404,940**	**$ 455,107**	**$ 155,274**	**$ 205,440**	**$ 269,607**	**$ 319,774**	**$ 103,940**	**$ 154,107**	**$ 229,474**	**$ 229,474**	**$ (70,360)**
Cash Balance		**$ 537,693**	**$ 659,883**	**$ 262,612**	**$ 574,019**	**$ 1,141,406**	**$ 1,138,550**	**$ 1,383,909**	**$ 1,332,945**	**$ 1,306,302**	**$ 1,215,658**	**$ 760,670**	**$ 780,445**	**$ 498,121**
		36.4%	*43.6%*	*17.3%*	*25.9%*	*51.2%*	*50.8%*	*61.6%*	*59.3%*	*58.2%*	*54.1%*	*33.9%*	*34.7%*	*22.2%*
Total		842,300	1,014,657	667,553	1,029,126	1,296,680	1,343,990	1,653,516	1,652,719	1,410,243	1,369,765	990,144	1,009,919	427,761
Reserves		***57.0%***	***67.1%***	***44.0%***	***46.4%***	***58.1%***	***60.0%***	***73.6%***	***73.6%***	***62.8%***	***61.0%***	***44.1%***	***45.0%***	***19.0%***

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APPENDIX B

Proposed Financial Scenarios

B-1 One Time Increase (SWUC Preferred)

B-2 Every Two Years Increase

B-3 Variable Increase

B-4 Status Quo

B-5 No Increase No Grant Funds

B-6 Increase With Grant Funds

B-7 Increase No Grant Funds

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Stormwater Fund 10 Year Forecast		Stormwater Fee Increase Grant Funding Received						One Tme Increase						
2025		FY 2022/23 Fiscal	FY 2023/24 *Previous*	FY 2024/25 Approved	FY 2025/26	FY 2026/27	FY 2027/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35
								Projected 10 Year CIP Senario						
# of Units:														
Residential		19,173	19,284	19,383	19,478	19,608	19,780	19,900	19,980	19,980	19,980	19,980	19,980	19,980
NEW: projected Residential		222	99	95	130	172	120	80	-	-	-	-	-	-
Commercial		8,250	8,250	8,662	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819
NEW: projected Commercial		-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Units:		27,645	27,633	28,140	28,427	28,599	28,719	28,799	28,799	28,799	28,799	28,799	28,799	28,799
Carry forward Fund Balance	Match Finance	**$ 1,125,140**	**$ 844,508**	**$ 1,014,657**	**$ 667,553**	**$ 1,029,126**	**$ 1,296,680**	**$ 1,343,990**	**$ 1,653,516**	**$ 1,652,719**	**$ 1,410,243**	**$ 1,369,765**	**$ 990,144**	**$ 1,009,919**
Includes vehicle cash reserve														
Revenue:														
Monthly Stormwater Utility Fee/Unit		$ 4.50	$ 4.50	$ 4.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50
Gross Revenues		$ 1,476,786	$ 1,512,000	$ 1,517,000	$ 2,217,400	$ 2,230,800	$ 2,240,100	$ 2,246,400	$ 2,246,400	$ 2,246,400	$ 2,246,400	$ 2,246,400	$ 2,246,400	$ 2,246,400
Grant Funds Federal		-	-	210,000	-	480,000	3,800,000	-	-	-	-	-	-	-
Other (Grants or Pima County)		-	-	-	-	400,000	-	-	-	-	-	-	-	-
Late Fees		310	310	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Interest		11,683	11,683	19,000	-	-	-	-	-	-	-	-	-	-
		$ 1,488,779	**$ 1,523,993**	**$ 1,747,500**	**$ 2,218,900**	**$ 3,112,300**	**$ 6,041,600**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,247,900**
Expenses:														
Personnel														
Total Personnel:		$ 865,272	$ 951,557	$ 1,018,770	$ 1,046,277	$ 1,074,526	$ 1,101,389	$ 1,128,924	$ 1,157,147	$ 1,186,076	$ 1,215,728	$ 1,246,121	$ 1,277,274	$ 1,309,206
Contracts/Services														
Outside Professional Services*		128,592	40,000	67,436	69,550	71,700	173,900	76,150	228,500	130,950	83,500	86,100	88,750	91,450
Administration & Financial Serv														
Health Clinic		3,636	3,650	4,421	4,600	4,750	4,900	5,050	5,250	5,450	5,650	5,850	6,050	6,250
General Outside Reviews		-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage Reviews	78040	-	-	-	-	-	-	-	-	-	-	-	-	-
Surveys/Data Management Studies	78041	28,303	10,000	10,000	10,300	10,650	11,000	11,350	11,700	12,100	12,500	12,900	13,300	13,700
Drainage Criteria Manual Update	78042	-	-	-	-	-	-	-	-	-	-	-	-	-
Reviews/Surveys/Data/Studies		26,848	26,350	53,015	54,650	56,300	58,000	59,750	61,550	63,400	65,350	67,350	69,400	71,500
DCM Computation Add On		39,908	-	-	-	-	-	-	-	-	-	-	-	-
Mutterer's Feasibility And Alternatives Study		29,898	-	-	-	-	-	-	-	-	-	-	-	-
Stormdrain Asset Camera Condition Assessment			-	-	-	-	-	-	150,000	-	-	-	-	-
Town-Wide Drainage Study			-	-	-	-	100,000	-	-	-	-	-	-	-
Catalina Alternative			-	-	-	-	-	-	-	50,000	-	-	-	-
Misc Studies			-	-	-	-	-	-	-	-	-	-	-	-
Vehicle Repair & Maintenance	a	2,820	5,384	5,384	5,550	5,750	5,950	6,150	6,350	6,550	6,750	7,000	7,250	7,500
Equipment Repair & Maintenance	a	49,093	27,951	27,951	28,800	29,700	30,600	31,550	32,500	33,500	34,550	35,600	36,700	37,850
Rentals	a	-	1,000	1,000	1,050	1,100	1,150	1,200	1,250	1,300	1,350	1,400	1,450	1,500
Telecommunications		-	69	-	-	-	-	-	-	-	-	-	1	2
Postage	a	50	-	300	350	400	450	500	550	600	650	700	750	800
Printing & Binding	a	1,023	114	1,500	1,550	1,600	1,650	1,700	1,800	1,900	2,000	2,100	2,200	2,300
Travel & Training	a	2,780	1,191	8,800	9,100	9,400	9,700	10,000	10,300	10,650	11,000	11,350	11,700	12,100
Membership	a	375	807	2,925	3,050	3,150	3,250	3,350	3,500	3,650	3,800	3,950	4,100	4,250
Office Supplies	a	1,690	1,472	4,150	4,300	4,450	4,600	4,750	4,900	5,050	5,250	5,450	5,650	5,850
Gasoline	a	23,096	14,173	13,000	13,400	13,850	14,300	14,750	15,200	15,700	16,200	16,700	17,250	17,800
Non-Capitalized Equipment		304	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms*	a	603	1,824	2,550	2,650	2,750	2,850	2,950	3,050	3,150	3,250	3,350	3,500	3,650
Bad Debt Expense	a	2,966	2,500	2,500	2,600	2,700	2,800	2,900	3,000	3,100	3,200	3,300	3,400	3,550
Field Supplies	a	237	21,003	25,000	25,750	26,550	27,350	28,200	29,050	29,950	30,850	31,800	32,800	33,800
Depreciation		-	-	-	-	-	-	-	-	-	-	-	-	-
Regulatory		5,001	5,000	7,200	7,450	7,700	7,950	8,200	8,450	8,750	9,050	9,350	9,650	9,950
Safety	a	-	1,500	1,500	1,550	1,600	1,650	1,700	1,800	1,900	2,000	2,100	2,200	2,300
Administration & Financial Serv		173,166	172,300	250,638	258,250	266,100	274,200	282,500	291,050	299,850	308,950	318,250	327,850	337,750
Financial & Budget		-	50,400	-	-	-	-	-	-	-	-	-	-	-
Human Resources		-	14,300	-	-	-	-	-	-	-	-	-	-	-
Innovation and Technology		-	60,600	-	-	-	-	-	-	-	-	-	-	-
Legal		-	8,500	-	-	-	-	-	-	-	-	-	-	-
Public Works		-	11,600	-	-	-	-	-	-	-	-	-	-	-
Town Clerk		-	1,600	-	-	-	-	-	-	-	-	-	-	-
Town Manager's Office		-	25,300	-	-	-	-	-	-	-	-	-	-	-
General Services Indirect				175,938	181,250	186,700	192,350	198,150	204,100	210,250	216,600	223,100	229,800	236,700
General Services Direct				1,700	1,800	1,900	2,000	2,100	2,200	2,300	2,400	2,500	2,600	2,700
Water Billing		-	-	73,000	75,200	77,500	79,850	82,250	84,750	87,300	89,950	92,650	95,450	98,350
Software Maintenance & Lic		-	-	-	-	-	-	-	-	-	-	-	-	-
Stormwater Maintenance (OPS)		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations/Maintenance:		$ 391,797	$ 296,287	$ 421,834	$ 434,950	$ 448,500	$ 562,350	$ 476,550	$ 641,250	$ 556,550	$ 522,350	$ 538,500	$ 555,201	$ 572,402
Capital Outlay/Projects														
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Minor Assets		-	6,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Grant Capacity		-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle		-	-	-	-	-	-	45,000	-	-	-	-	45,000	-
Building (Gate)		-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment		6,654	-	-	-	350,000	-	-	-	280,000	-	-	-	350,000
Equipment		-	-	-	-	-	-	-	-	-	-	-	-	-
Town wide Drainage Projects		507,896	100,000	650,000	372,100	967,720	4,326,550	328,900	446,300	463,750	546,300	838,900	391,650	594,450
General Infrastructure Maintenance		-	20,000	20,000	20,600	21,250	21,900	22,600	23,300	24,000	24,750	25,500	26,300	27,100
General Culvert Cleaning - Contractor		48,673	50,000	50,000	51,500	53,050	54,650	56,300	58,000	59,750	61,550	63,400	65,350	67,350
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Saddlehorn Place		-	-	-	-	-	-	-	-	-	-	-	-	-
Camino Bajio & Paseo Cordona		-	-	-	-	-	-	-	-	-	-	-	-	-
MUP Market Place		-	-	-	-	-	-	-	-	-	-	-	-	-
El Con Golf Path		-	-	-	-	-	-	-	-	-	-	-	-	-
Rancho Vistoso Culvert Repair		-	30,000	-	-	-	-	-	-	-	-	-	-	-
Mutterer's Construction		-	-	-	-	-	250,000	250,000	-	-	-	-	-	-
Cat Ridge Alt - Erosion Repair	2	290,502	-	-	-	-	-	-	-	-	-	-	-	-
Gravel Pit Wash		-	-	-	-	-	-	-	-	-	-	-	-	-
Sierra Wash Construction (3-Phases)	SW003	168,720	-	280,000	-	310,000	-	-	-	-	-	-	-	-
Pusch Ridge Golf Course Hole 9 Pathway Bank Protection		-	-	-	300,000	-	-	-	-	-	-	-	-	-
Oro Valley Country Club	SW004		-	300,000	-	-	-	-	-	-	-	-	-	-
Pomegranate		-	-	-	-	183,420	-	-	-	-	-	-	-	-
Highland Wash		-	-	-	-	400,000	4,000,000	-	-	-	-	-	-	-
Lamber Lane II		-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed Future Projects		-	-	-	-	-	-	-	-	-	-	-	-	-
Highlands Wash at Tangerine Road Culvert			-	-	-	-	-	-	365,000		-	-	-	-
Gravel Pit Wash at Tangerine Road Culvert			-	-	-	-	-	-	-	380,000		-	-	-
Carmack Wash at Shadow Mountian Estates			-	-	-	-	-	-	-	-	-	750,000	-	-
Highlands Wash at Monterra Ridge			-	-	-	-	-	-	-	-	460,000		-	-
Naranja Park Drainage Improvements			-	-	-	-	-	-	-	-	-	-	300,000	-
Canada Golf Course Driange Improvements			-	-	-	-	-	-	-	-	-	-	-	250,000
Conquistador Golf Course Driange Improvements														250,000
			-	-	-	-	-	-	-			-	-	-
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			-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-		-
CAPITAL LEASE PRINCIPAL-43937		-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL LEASE INTEREST		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Capital Outlay		$ 514,550	$ 106,000	$ 654,000	$ 376,100	$ 1,321,720	$ 4,330,550	$ 332,900	$ 450,300	$ 747,750	$ 550,300	$ 842,900	$ 395,650	$ 948,450
Total Expenses:		**$ 1,771,619**	**$ 1,353,844**	**$ 2,094,604**	**$ 1,857,327**	**$ 2,844,746**	**$ 5,994,289**	**$ 1,938,374**	**$ 2,248,697**	**$ 2,490,376**	**$ 2,288,378**	**$ 2,627,521**	**$ 2,228,125**	**$ 2,830,058**
Surplus /(Deficit)		(282,840)	170,149	(347,104)	361,573	267,554	47,311	309,526	(797)	(242,476)	(40,478)	(379,621)	19,775	(582,158)
Total Cash Balance		**$ 842,300**	**$ 1,014,657**	**$ 667,553**	**$ 1,029,126**	**$ 1,296,680**	**$ 1,343,990**	**$ 1,653,516**	**$ 1,652,719**	**$ 1,410,243**	**$ 1,369,765**	**$ 990,144**	**$ 1,009,919**	**$ 427,761**
Contingency		**-**	**$ 433,100**	**$ -**	**$ 241,500**	**$ 806,800**	**$ 802,600**	**$ 1,047,000**	**$ 996,000**	**$ 969,400**	**$ 878,700**	**$ 423,800**	**$ 443,500**	**$ 161,200**
Vehicle Cash Reserve		**$ 304,607**	**$ 354,774**	**$ 404,940**	**$ 455,107**	**$ 155,274**	**$ 205,440**	**$ 269,607**	**$ 319,774**	**$ 103,940**	**$ 154,107**	**$ 229,474**	**$ 229,474**	**$ (70,360)**
Cash Balance		**$ 537,693**	**$ 659,883**	**$ 262,612**	**$ 574,019**	**$ 1,141,406**	**$ 1,138,550**	**$ 1,383,909**	**$ 1,332,945**	**$ 1,306,302**	**$ 1,215,658**	**$ 760,670**	**$ 780,445**	**$ 498,121**
		36.4%	*43.6%*	*17.3%*	*25.9%*	*51.2%*	*50.8%*	*61.6%*	*59.3%*	*58.2%*	*54.1%*	*33.9%*	*34.7%*	*22.2%*
Total		842,300	1,014,657	667,553	1,029,126	1,296,680	1,343,990	1,653,516	1,652,719	1,410,243	1,369,765	990,144	1,009,919	427,761
Reserves		***57.0%***	***67.1%***	***44.0%***	***46.4%***	***58.1%***	***60.0%***	***73.6%***	***73.6%***	***62.8%***	***61.0%***	***44.1%***	***45.0%***	***19.0%***

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Stormwater Fund 5 Year Forecast		Stormwater Fee Increase Grant Funding Received						Increases every two years						
2025		FY 2022/23 Fiscal	FY 203/24 *Current*	FY 2024/25 Budget REQ.	FY 2025/26	FY 2026/27	FY 2027/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35
					Projected 10 Year CIP Senario									
# of Units:														
Residential		19,173	19,284	19,383	19,478	19,608	19,780	19,900	19,980	19,980	19,980	19,980	19,980	19,980
NEW: projected Residential		222	99	95	130	172	120	80	-	-	-	-	-	-
Commercial		8,250	8,250	8,662	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819
NEW: projected Commercial		-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Units:		27,645	27,633	28,140	28,427	28,599	28,719	28,799	28,799	28,799	28,799	28,799	28,799	28,799
Carry forward Fund Balance	Match Finance	**$ 1,125,140**	**$ 844,508**	**$ 1,014,657**	**$ 655,130**	**$ 672,312**	**$ 437,093**	**$ 319,309**	**$ 463,437**	**$ 470,240**	**$ 365,562**	**$ 375,929**	**$ 577,400**	**$ 678,515**
Includes vehicle cash reserve														
Revenue:														
Monthly Stormwater Utility Fee/Unit		$ 4.50	$ 4.50	$ 4.50	$ 5.50	$ 5.50	$ 6.00	$ 6.00	$ 6.50	$ 6.50	$ 7.00	$ 7.00	$ 7.00	$ 7.00
Gross Revenues		$ 1,476,786	$ 1,512,000	$ 1,517,000	$ 1,876,200	$ 1,887,600	$ 2,067,800	$ 2,073,600	$ 2,246,400	$ 2,246,400	$ 2,419,200	$ 2,419,200	$ 2,419,200	$ 2,419,200
Grant Funds Federal			-	210,000	-	280,000	3,800,000							
Other (Grants or Pima County)		-	-	-	-	400,000	-	-	-	-	-	-	-	-
Late Fees		310	310	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Interest		11,683	11,683	-	-	-	-	-	-	-	-	-	-	-
		$ 1,488,779	**$ 1,523,993**	**$ 1,728,500**	**$ 1,877,700**	**$ 2,569,100**	**$ 5,869,300**	**$ 2,075,100**	**$ 2,247,900**	**$ 2,247,900**	**$ 2,420,700**	**$ 2,420,700**	**$ 2,420,700**	**$ 2,420,700**
Expenses:														
Personnel														
Total Personnel:		$ 865,272	$ 951,557	$ 1,018,858	$ 1,046,367	$ 1,074,619	$ 1,101,485	$ 1,129,022	$ 1,157,247	$ 1,186,178	$ 1,215,833	$ 1,246,229	$ 1,277,384	$ 1,309,319
Contracts/Services														
Outside Professional Services*		128,592	40,000	60,771	62,650	64,600	166,600	68,650	220,800	123,050	75,350	77,700	80,100	82,550
Vehicle Repair & Maintenance	a	2,820	5,384	5,384	5,550	5,750	5,950	6,150	6,350	6,550	6,750	7,000	7,250	7,500
Equipment Repair & Maintenance	a	49,093	27,951	27,951	28,800	29,700	30,600	31,550	32,500	33,500	34,550	35,600	36,700	37,850
Rentals	a	-	1,000	1,000	1,050	1,100	1,150	1,200	1,250	1,300	1,350	1,400	1,450	1,500
Telecommunications		-	69	-	-	-	-	-	-	-	-	-	1	2
Postage	a	50	-	300	350	400	450	500	550	600	650	700	750	800
Printing & Binding	a	1,023	114	1,500	1,550	1,600	1,650	1,700	1,800	1,900	2,000	2,100	2,200	2,300
Travel & Training	a	2,780	1,191	8,800	9,100	9,400	9,700	10,000	10,300	10,650	11,000	11,350	11,700	12,100
Membership	a	375	807	2,925	3,050	3,150	3,250	3,350	3,500	3,650	3,800	3,950	4,100	4,250
Office Supplies	a	1,690	1,472	4,150	4,300	4,450	4,600	4,750	4,900	5,050	5,250	5,450	5,650	5,850
Gasoline	a	23,096	14,173	13,000	13,400	13,850	14,300	14,750	15,200	15,700	16,200	16,700	17,250	17,800
Non-Capitalized Equipment		304	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms*	a	603	1,824	2,550	2,650	2,750	2,850	2,950	3,050	3,150	3,250	3,350	3,500	3,650
Bad Debt Expense	a	2,966	2,500	2,500	2,600	2,700	2,800	2,900	3,000	3,100	3,200	3,300	3,400	3,550
Field Supplies	a	237	21,003	25,000	25,750	26,550	27,350	28,200	29,050	29,950	30,850	31,800	32,800	33,800
Depreciation		-	-	-	-	-	-	-	-	-	-	-	-	-
Regulatory		5,001	5,000	7,200	7,450	7,700	7,950	8,200	8,450	8,750	9,050	9,350	9,650	9,950
Safety	a	-	1,500	1,500	1,550	1,600	1,650	1,700	1,800	1,900	2,000	2,100	2,200	2,300
Administration & Financial Serv		173,166	172,300	250,638	258,250	266,100	274,200	282,500	291,050	299,850	308,950	318,250	327,850	337,750
Financial & Budget		-	50,400	-	-	-	-	-	-	-	-	-	-	-
Human Resources		-	14,300	-	-	-	-	-	-	-	-	-	-	-
Innovation and Technology		-	60,600	-	-	-	-	-	-	-	-	-	-	-
Legal		-	8,500	-	-	-	-	-	-	-	-	-	-	-
Public Works		-	11,600	-	-	-	-	-	-	-	-	-	-	-
Town Clerk		-	1,600	-	-	-	-	-	-	-	-	-	-	-
Town Manager's Office		-	25,300	-	-	-	-	-	-	-	-	-	-	-
General Services Indirect				175,938	181,250	186,700	192,350	198,150	204,100	210,250	216,600	223,100	229,800	236,700
General Services Direct				1,700	1,800	1,900	2,000	2,100	2,200	2,300	2,400	2,500	2,600	2,700
Water Billing		-	-	73,000	75,200	77,500	79,850	82,250	84,750	87,300	89,950	92,650	95,450	98,350
Software Maintenance & Lic		-	-	-	-	-	-	-	-	-	-	-	-	-
Stormwater Maintenance (OPS)		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations/Maintenance:		$ 391,797	$ 296,287	$ 415,169	$ 428,050	$ 441,400	$ 555,050	$ 469,050	$ 633,550	$ 548,650	$ 514,200	$ 530,100	$ 546,551	$ 563,502
Capital Outlay/Projects														
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Minor Assets		-	6,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Grant Capacity		-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle		-	-	-	-	-	-	45,000	-	-	-	-	45,000	-
Building (Gate)		-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment		6,654	-	-	-	350,000	-	-	-	280,000	-	-	-	350,000
Equipment		-	-	-	-	-	-	-	-	-	-	-	-	-
Town wide Drainage Projects		507,896	100,000	650,000	382,100	934,300	4,326,550	328,900	446,300	333,750	676,300	438,900	491,650	394,450
General Infrastructure Maintenance		-	20,000	20,000	20,600	21,250	21,900	22,600	23,300	24,000	24,750	25,500	26,300	27,100
General Culvert Cleaning - Contractor		48,673	50,000	50,000	51,500	53,050	54,650	56,300	58,000	59,750	61,550	63,400	65,350	67,350
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Saddlehorn Place		-	-	-	-	-	-	-	-	-	-	-	-	-
Camino Bajio & Paseo Cordona		-	-	-	-	-	-	-	-	-	-	-	-	-
MUP Market Place		-	-	-	-	-	-	-	-	-	-	-	-	-
El Con Golf Path		-	-	-	-	-	-	-	-	-	-	-	-	-
Rancho Vistoso Culvert Repair		-	30,000	-	-	-	-	-	-	-	-	-	-	-
Mutterer's Construction		-	-	-	-	-	250,000	250,000	-	-	-	-	-	-
Cat Ridge Alt - Erosion Repair	2	290,502	-	-	-	-	-	-	-	-	-	-	-	-
Gravel Pit Wash		-	-	-	-	-	-	-	-	-	-	-	-	-
Sierra Wash Construction (3-Phases)	SW003	168,720	-	280,000	310,000		-	-	-	-	-	-	-	-
Pusch Ridge Golf Course Pathway Bank Protection Improvements		-	-	-	-	300,000	-	-		-	-	-	-	-
Oro Valley Country Club	SW004		-	300,000	-	-	-	-	-	-	-	-	-	-
Pomegranate		-	-	-	-	160,000	-	-	-	-	-	-	-	-
Highland Wash		-	-	-	-	400,000	4,000,000	-	-	-	-	-	-	-
Lamber Lane II		-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed Future Projects		-	-	-	-	-	-	-	-	-	-	-	-	-
Highlands Wash at Tangerine Road Culvert			-	-	-	-	-	-	365,000		-	-	-	-
Gravel Pit Wash at Tangerine Road Culvert			-	-	-	-	-	-	-	250,000	130,000	-	-	-
Carmack Wash at Shadow Mountian Estates			-	-	-	-	-	-	-		-	350,000	400,000	
Highlands Wash at Monterra Ridge			-	-	-	-	-	-	-	-	460,000		-	-
Naranja Park Drainage Improvements			-	-	-	-	-	-	-	-	-			300,000
Canada Golf Course Driange Improvements			-	-	-	-	-	-	-	-	-	-		
onquistador Golf Course Driange Improvements														
			-	-	-	-	-	-	-	-	-	-	-	
			-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL LEASE PRINCIPAL-43937		-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL LEASE INTEREST		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Capital Outlay		$ 514,550	$ 106,000	$ 654,000	$ 386,100	$ 1,288,300	$ 4,330,550	$ 332,900	$ 450,300	$ 617,750	$ 680,300	$ 442,900	$ 495,650	$ 748,450
Total Expenses:		**$ 1,771,619**	**$ 1,353,844**	**$ 2,088,027**	**$ 1,860,517**	**$ 2,804,319**	**$ 5,987,085**	**$ 1,930,972**	**$ 2,241,097**	**$ 2,352,578**	**$ 2,410,333**	**$ 2,219,229**	**$ 2,319,585**	**$ 2,621,271**
Surplus /(Deficit)		(282,840)	170,149	(359,527)	17,183	(235,219)	(117,785)	144,128	6,803	(104,678)	10,367	201,471	101,115	(200,571)
Total Cash Balance		**$ 842,300**	**$ 1,014,657**	**$ 655,130**	**$ 672,312**	**$ 437,093**	**$ 319,309**	**$ 463,437**	**$ 470,240**	**$ 365,562**	**$ 375,929**	**$ 577,400**	**$ 678,515**	**$ 477,944**
Contingency		**-**	**$ 433,100**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 86,200**	**$ 185,500**
Vehicle Cash Reserve		**$ 304,607**	**$ 354,774**	**$ 404,940**	**$ 455,107**	**$ 155,274**	**$ 205,440**	**$ 269,607**	**$ 319,774**	**$ 103,940**	**$ 154,107**	**$ 229,474**	**$ 229,474**	**$ (70,360)**
Cash Balance		**$ 537,693**	**$ 659,883**	**$ 250,189**	**$ 217,205**	**$ 281,820**	**$ 113,868**	**$ 193,830**	**$ 150,466**	**$ 261,621**	**$ 221,822**	**$ 347,926**	**$ 449,041**	**$ 548,303**
		36.4%	*43.6%*	*16.5%*	*11.6%*	*14.9%*	*5.5%*	*9.3%*	*6.7%*	*11.6%*	*9.2%*	*14.4%*	*18.6%*	*22.7%*
Total		842,300	1,014,657	655,130	672,312	437,093	319,309	463,437	470,240	365,562	375,929	577,400	678,515	477,944
Reserves		***57.0%***	***67.1%***	***43.2%***	***35.8%***	***23.2%***	***15.4%***	***22.3%***	***20.9%***	***16.3%***	***15.5%***	***23.9%***	***28.0%***	***19.8%***

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Stormwater Fund 5 Year Forecast		Stormwater Fee Increase Grant Funding Received							Variable Increases						
2025		FY 2022/23 Fiscal	FY 203/24 *Current*	FY 2024/25 Budget REQ.	FY 2025/26	FY 2026/27	FY 2027/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35
					Projected 10 Year CIP Senario									
# of Units:														
Residential		19,173	19,284	19,383	19,478	19,608	19,780	19,900	19,980	19,980	19,980	19,980	19,980	19,980
NEW: projected Residential		222	99	95	130	172	120	80	-	-	-	-	-	-
Commercial		8,250	8,250	8,662	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819
NEW: projected Commercial		-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Units:		27,645	27,633	28,140	28,427	28,599	28,719	28,799	28,799	28,799	28,799	28,799	28,799	28,799
Carry forward Fund Balance	Match Finance	**$ 1,125,140**	**$ 844,508**	**$ 1,014,657**	**$ 655,130**	**$ 511,812**	**$ 326,593**	**$ 398,809**	**$ 465,737**	**$ 645,340**	**$ 583,462**	**$ 723,829**	**$ 525,300**	**$ 726,415**
Includes vehicle cash reserve														
Revenue:														
Monthly Stormwater Utility Fee/Unit		$ 4.50	$ 4.50	$ 4.50	$ 5.00	$ 5.50	$ 6.00	$ 6.50	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00
Gross Revenues		$ 1,476,786	$ 1,512,000	$ 1,517,000	$ 1,705,700	$ 1,887,600	$ 2,067,800	$ 2,246,400	$ 2,419,200	$ 2,419,200	$ 2,419,200	$ 2,419,200	$ 2,419,200	$ 2,419,200
Grant Funds Federal			-	210,000	-	280,000	3,800,000							
Other (Grants or Pima County)		-	-	-	-	400,000	-	-	-	-	-	-	-	-
Late Fees		310	310	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Interest		11,683	11,683	-	-	-	-	-	-	-	-	-	-	-
		$ 1,488,779	**$ 1,523,993**	**$ 1,728,500**	**$ 1,707,200**	**$ 2,569,100**	**$ 5,869,300**	**$ 2,247,900**	**$ 2,420,700**	**$ 2,420,700**	**$ 2,420,700**	**$ 2,420,700**	**$ 2,420,700**	**$ 2,420,700**
Expenses:														
Personnel														
Total Personnel:		$ 865,272	$ 951,557	$ 1,018,858	$ 1,046,367	$ 1,074,619	$ 1,101,485	$ 1,129,022	$ 1,157,247	$ 1,186,178	$ 1,215,833	$ 1,246,229	$ 1,277,384	$ 1,309,319
Contracts/Services														
Outside Professional Services*		128,592	40,000	60,771	62,650	64,600	166,600	68,650	220,800	123,050	75,350	77,700	80,100	82,550
Vehicle Repair & Maintenance	a	2,820	5,384	5,384	5,550	5,750	5,950	6,150	6,350	6,550	6,750	7,000	7,250	7,500
Equipment Repair & Maintenance	a	49,093	27,951	27,951	28,800	29,700	30,600	31,550	32,500	33,500	34,550	35,600	36,700	37,850
Rentals	a	-	1,000	1,000	1,050	1,100	1,150	1,200	1,250	1,300	1,350	1,400	1,450	1,500
Telecommunications		-	69	-	-	-	-	-	-	-	-	-	1	2
Postage	a	50	-	300	350	400	450	500	550	600	650	700	750	800
Printing & Binding	a	1,023	114	1,500	1,550	1,600	1,650	1,700	1,800	1,900	2,000	2,100	2,200	2,300
Travel & Training	a	2,780	1,191	8,800	9,100	9,400	9,700	10,000	10,300	10,650	11,000	11,350	11,700	12,100
Membership	a	375	807	2,925	3,050	3,150	3,250	3,350	3,500	3,650	3,800	3,950	4,100	4,250
Office Supplies	a	1,690	1,472	4,150	4,300	4,450	4,600	4,750	4,900	5,050	5,250	5,450	5,650	5,850
Gasoline	a	23,096	14,173	13,000	13,400	13,850	14,300	14,750	15,200	15,700	16,200	16,700	17,250	17,800
Non-Capitalized Equipment		304	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms*	a	603	1,824	2,550	2,650	2,750	2,850	2,950	3,050	3,150	3,250	3,350	3,500	3,650
Bad Debt Expense	a	2,966	2,500	2,500	2,600	2,700	2,800	2,900	3,000	3,100	3,200	3,300	3,400	3,550
Field Supplies	a	237	21,003	25,000	25,750	26,550	27,350	28,200	29,050	29,950	30,850	31,800	32,800	33,800
Depreciation		-	-	-	-	-	-	-	-	-	-	-	-	-
Regulatory		5,001	5,000	7,200	7,450	7,700	7,950	8,200	8,450	8,750	9,050	9,350	9,650	9,950
Safety	a	-	1,500	1,500	1,550	1,600	1,650	1,700	1,800	1,900	2,000	2,100	2,200	2,300
Administration & Financial Serv		173,166	172,300	250,638	258,250	266,100	274,200	282,500	291,050	299,850	308,950	318,250	327,850	337,750
Financial & Budget		-	50,400	-	-	-	-	-	-	-	-	-	-	-
Human Resources		-	14,300	-	-	-	-	-	-	-	-	-	-	-
Innovation and Technology		-	60,600	-	-	-	-	-	-	-	-	-	-	-
Legal		-	8,500	-	-	-	-	-	-	-	-	-	-	-
Public Works		-	11,600	-	-	-	-	-	-	-	-	-	-	-
Town Clerk		-	1,600	-	-	-	-	-	-	-	-	-	-	-
Town Manager's Office		-	25,300	-	-	-	-	-	-	-	-	-	-	-
General Services Indirect				175,938	181,250	186,700	192,350	198,150	204,100	210,250	216,600	223,100	229,800	236,700
General Services Direct				1,700	1,800	1,900	2,000	2,100	2,200	2,300	2,400	2,500	2,600	2,700
Water Billing		-	-	73,000	75,200	77,500	79,850	82,250	84,750	87,300	89,950	92,650	95,450	98,350
Software Maintenance & Lic		-	-	-	-	-	-	-	-	-	-	-	-	-
Stormwater Maintenance (OPS)		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations/Maintenance:		$ 391,797	$ 296,287	$ 415,169	$ 428,050	$ 441,400	$ 555,050	$ 469,050	$ 633,550	$ 548,650	$ 514,200	$ 530,100	$ 546,551	$ 563,502
Capital Outlay/Projects														
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Minor Assets		-	6,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Grant Capacity		-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle		-	-	-	-	-	-	45,000	-	-	-	-	45,000	-
Building (Gate)		-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment		6,654	-	-	-	350,000	-	-	-	280,000	-	-	-	350,000
Equipment		-	-	-	-	-	-	-	-	-	-	-	-	-
Town wide Drainage Projects		507,896	100,000	650,000	372,100	884,300	4,136,550	578,900	446,300	463,750	546,300	838,900	391,650	544,450
General Infrastructure Maintenance		-	20,000	20,000	20,600	21,250	21,900	22,600	23,300	24,000	24,750	25,500	26,300	27,100
General Culvert Cleaning - Contractor		48,673	50,000	50,000	51,500	53,050	54,650	56,300	58,000	59,750	61,550	63,400	65,350	67,350
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Saddlehorn Place		-	-	-	-	-	-	-	-	-	-	-	-	-
Camino Bajio & Paseo Cordona		-	-	-	-	-	-	-	-	-	-	-	-	-
MUP Market Place		-	-	-	-	-	-	-	-	-	-	-	-	-
El Con Golf Path		-	-	-	-	-	-	-	-	-	-	-	-	-
Rancho Vistoso Culvert Repair		-	30,000	-	-	-	-	-	-	-	-	-	-	-
Mutterer's Construction		-	-	-	-	-		500,000	-	-	-	-	-	-
Cat Ridge Alt - Erosion Repair	2	290,502	-	-	-	-	-	-	-	-	-	-	-	-
Gravel Pit Wash		-	-	-	-	-	-	-	-	-	-	-	-	-
Sierra Wash Construction (3-Phases)	SW003	168,720	-	280,000	-	310,000	-	-	-	-	-	-	-	-
Pusch Ridge Golf Course Pathway Bank Protection Improvements		-	-	-	300,000	-	-	-		-	-	-	-	-
Oro Valley Country Club	SW004		-	300,000	-	-	-	-	-	-	-	-	-	-
Pomegranate		-	-	-	-	100,000	60,000	-	-	-	-	-	-	-
Highland Wash		-	-	-	-	400,000	4,000,000	-	-	-	-	-	-	-
Lamber Lane II		-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed Future Projects		-	-	-	-	-	-	-	-	-	-	-	-	-
Highlands Wash at Tangerine Road Culvert			-	-	-	-	-	-	365,000		-	-	-	-
Gravel Pit Wash at Tangerine Road Culvert			-	-	-	-	-	-	-	380,000		-	-	-
Carmack Wash at Shadow Mountian Estates			-	-	-	-	-	-	-	-	-	750,000	-	
Highlands Wash at Monterra Ridge			-	-	-	-	-	-	-	-	460,000		-	-
Naranja Park Drainage Improvements										-			300,000	-
Canada Golf Course Driange Improvements			-	-	-	-	-	-	-	-	-	-		250,000
onquistador Golf Course Driange Improvements			-	-	-	-	-	-	-	-	-	-		200,000
			-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	
			-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL LEASE PRINCIPAL-43937		-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL LEASE INTEREST		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Capital Outlay		$ 514,550	$ 106,000	$ 654,000	$ 376,100	$ 1,238,300	$ 4,140,550	$ 582,900	$ 450,300	$ 747,750	$ 550,300	$ 842,900	$ 395,650	$ 898,450
Total Expenses:		**$ 1,771,619**	**$ 1,353,844**	**$ 2,088,027**	**$ 1,850,517**	**$ 2,754,319**	**$ 5,797,085**	**$ 2,180,972**	**$ 2,241,097**	**$ 2,482,578**	**$ 2,280,333**	**$ 2,619,229**	**$ 2,219,585**	**$ 2,771,271**
Surplus /(Deficit)		(282,840)	170,149	(359,527)	(143,317)	(185,219)	72,215	66,928	179,603	(61,878)	140,367	(198,529)	201,115	(350,571)
Total Cash Balance		**$ 842,300**	**$ 1,014,657**	**$ 655,130**	**$ 511,812**	**$ 326,593**	**$ 398,809**	**$ 465,737**	**$ 645,340**	**$ 583,462**	**$ 723,829**	**$ 525,300**	**$ 726,415**	**$ 375,844**
Contingency		**-**	**$ 433,100**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 116,700**	**$ 206,900**	**$ -**	**$ 134,100**	**$ 83,400**
Vehicle Cash Reserve		**$ 304,607**	**$ 354,774**	**$ 404,940**	**$ 455,107**	**$ 155,274**	**$ 205,440**	**$ 269,607**	**$ 319,774**	**$ 103,940**	**$ 154,107**	**$ 229,474**	**$ 229,474**	**$ (70,360)**
Cash Balance		**$ 537,693**	**$ 659,883**	**$ 250,189**	**$ 56,705**	**$ 171,320**	**$ 193,368**	**$ 196,130**	**$ 325,566**	**$ 479,521**	**$ 569,722**	**$ 295,826**	**$ 496,941**	**$ 446,203**
		36.4%	*43.6%*	*16.5%*	*3.3%*	*9.1%*	*9.4%*	*8.7%*	*13.5%*	*19.8%*	*23.6%*	*12.2%*	*20.5%*	*18.4%*
Total		842,300	1,014,657	655,130	511,812	326,593	398,809	465,737	645,340	583,462	723,829	525,300	726,415	375,844
Reserves		***57.0%***	***67.1%***	***43.2%***	***30.0%***	***17.3%***	***19.3%***	***20.7%***	***26.7%***	***24.1%***	***29.9%***	***21.7%***	***30.0%***	***15.5%***

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Stormwater Fund 5 Year Forecast	Stormwater Fee Increase - annual minimum increases - Grant Funding Received												5/9/2024
2025	FY 2022/23 Fiscal	FY 203/24 *Current*	FY 2024/25 Budget REQ.	FY 2025/26	FY 2026/27	FY 2027/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35
				Projected 10 Year CIP Senario									
# of Units:													
Residential	19,173	19,284	19,383	19,478	19,608	19,780	19,900	19,980	19,980	19,980	19,980	19,980	19,980
NEW: projected Residential	222	99	95	130	172	120	80	-	-	-	-	-	-
Commercial	8,250	8,250	8,662	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819	8,819
NEW: projected Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Units:	27,645	27,633	28,140	28,427	28,599	28,719	28,799	28,799	28,799	28,799	28,799	28,799	28,799
Carry forward Fund Balance Match Finance	**$ 1,125,140**	**$ 844,508**	**$ 1,014,657**	**$ 655,130**	**$ 811,812**	**$ 566,593**	**$ 448,809**	**$ 765,737**	**$ 1,010,340**	**$ 963,462**	**$ 1,183,829**	**$ 1,275,300**	**$ 1,076,415**
Includes vehicle cash reserve													
Revenue:													
Monthly Stormwater Utility Fee/Unit	$ 4.50	$ 4.50	$ 4.50	$ 5.00	$ 5.50	$ 6.00	$ 6.50	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00
Gross Revenues	$ 1,476,786	$ 1,512,000	$ 1,517,000	$ 1,705,700	$ 1,887,600	$ 2,067,800	$ 2,246,400	$ 2,419,200	$ 2,419,200	$ 2,419,200	$ 2,419,200	$ 2,419,200	$ 2,419,200
Grant Funds Federal		-	210,000	-	280,000	3,800,000							
Other (Grants or Pima County)	-	-	-	-	400,000	-	-	-	-	-	-	-	-
Late Fees	310	310	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Interest	11,683	11,683	-	-	-	-	-	-	-	-	-	-	-
	$ 1,488,779	**$ 1,523,993**	**$ 1,728,500**	**$ 1,707,200**	**$ 2,569,100**	**$ 5,869,300**	**$ 2,247,900**	**$ 2,420,700**	**$ 2,420,700**	**$ 2,420,700**	**$ 2,420,700**	**$ 2,420,700**	**$ 2,420,700**
Expenses:													
Personnel													
Total Personnel:	$ 865,272	$ 951,557	$ 1,018,858	$ 1,046,367	$ 1,074,619	$ 1,101,485	$ 1,129,022	$ 1,157,247	$ 1,186,178	$ 1,215,833	$ 1,246,229	$ 1,277,384	$ 1,309,319
Contracts/Services													
Outside Professional Services*	128,592	40,000	60,771	62,650	64,600	166,600	68,650	220,800	123,050	75,350	77,700	80,100	82,550
Vehicle Repair & Maintenance [a]	2,820	5,384	5,384	5,550	5,750	5,950	6,150	6,350	6,550	6,750	7,000	7,250	7,500
Equipment Repair & Maintenance [a]	49,093	27,951	27,951	28,800	29,700	30,600	31,550	32,500	33,500	34,550	35,600	36,700	37,850
Rentals [a]	-	1,000	1,000	1,050	1,100	1,150	1,200	1,250	1,300	1,350	1,400	1,450	1,500
Telecommunications	-	69	-	-	-	-	-	-	-	-	-	1	2
Postage [a]	50	-	300	350	400	450	500	550	600	650	700	750	800
Printing & Binding [a]	1,023	114	1,500	1,550	1,600	1,650	1,700	1,800	1,900	2,000	2,100	2,200	2,300
Travel & Training [a]	2,780	1,191	8,800	9,100	9,400	9,700	10,000	10,300	10,650	11,000	11,350	11,700	12,100
Membership [a]	375	807	2,925	3,050	3,150	3,250	3,350	3,500	3,650	3,800	3,950	4,100	4,250
Office Supplies [a]	1,690	1,472	4,150	4,300	4,450	4,600	4,750	4,900	5,050	5,250	5,450	5,650	5,850
Gasoline [a]	23,096	14,173	13,000	13,400	13,850	14,300	14,750	15,200	15,700	16,200	16,700	17,250	17,800
Non-Capitalized Equipment	304	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms* [a]	603	1,824	2,550	2,650	2,750	2,850	2,950	3,050	3,150	3,250	3,350	3,500	3,650
Bad Debt Expense [a]	2,966	2,500	2,500	2,600	2,700	2,800	2,900	3,000	3,100	3,200	3,300	3,400	3,550
Field Supplies [a]	237	21,003	25,000	25,750	26,550	27,350	28,200	29,050	29,950	30,850	31,800	32,800	33,800
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Regulatory	5,001	5,000	7,200	7,450	7,700	7,950	8,200	8,450	8,750	9,050	9,350	9,650	9,950
Safety [a]	-	1,500	1,500	1,550	1,600	1,650	1,700	1,800	1,900	2,000	2,100	2,200	2,300
Administration & Financial Serv	173,166	172,300	250,638	258,250	266,100	274,200	282,500	291,050	299,850	308,950	318,250	327,850	337,750
Financial & Budget	-	50,400	-	-	-	-	-	-	-	-	-	-	-
Human Resources	-	14,300	-	-	-	-	-	-	-	-	-	-	-
Innovation and Technology	-	60,600	-	-	-	-	-	-	-	-	-	-	-
Legal	-	8,500	-	-	-	-	-	-	-	-	-	-	-
Public Works	-	11,600	-	-	-	-	-	-	-	-	-	-	-
Town Clerk	-	1,600	-	-	-	-	-	-	-	-	-	-	-
Town Manager's Office	-	25,300	-	-	-	-	-	-	-	-	-	-	-
General Services Indirect			175,938	181,250	186,700	192,350	198,150	204,100	210,250	216,600	223,100	229,800	236,700
General Services Direct			1,700	1,800	1,900	2,000	2,100	2,200	2,300	2,400	2,500	2,600	2,700
Water Billing	-	-	73,000	75,200	77,500	79,850	82,250	84,750	87,300	89,950	92,650	95,450	98,350
Software Maintenance & Lic	-	-	-	-	-	-	-	-	-	-	-	-	-
Stormwater Maintenance (OPS)	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations/Maintenance:	$ 391,797	$ 296,287	$ 415,169	$ 428,050	$ 441,400	$ 555,050	$ 469,050	$ 633,550	$ 548,650	$ 514,200	$ 530,100	$ 546,551	$ 563,502
Capital Outlay/Projects													
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Minor Assets	-	6,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Grant Capacity	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle	-	-	-	-	-	-	45,000	-	-	-	-	45,000	-
Building (Gate)	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment	6,654	-	-	-	350,000	-	-	-	280,000	-	-	-	350,000
Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Town wide Drainage Projects	507,896	100,000	650,000	72,100	944,300	4,326,550	328,900	381,300	448,750	466,300	548,900	791,650	994,450
General Infrastructure Maintenance	-	20,000	20,000	20,600	21,250	21,900	22,600	23,300	24,000	24,750	25,500	26,300	27,100
General Culvert Cleaning - Contractor	48,673	50,000	50,000	51,500	53,050	54,650	56,300	58,000	59,750	61,550	63,400	65,350	67,350
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Saddlehorn Place	-	-	-	-	-	-	-	-	-	-	-	-	-
Camino Bajio & Paseo Cordona	-	-	-	-	-	-	-	-	-	-	-	-	-
MUP Market Place	-	-	-	-	-	-	-	-	-	-	-	-	-
El Con Golf Path	-	-	-	-	-	-	-	-	-	-	-	-	-
Rancho Vistoso Culvert Repair	-	30,000	-	-	-	-	-	-	-	-	-	-	-
Mutterer's Construction	-	-	-	-	-	250,000	250,000	-	-	-	-	-	-
Cat Ridge Alt - Erosion Repair [2]	290,502	-	-	-	-	-	-	-	-	-	-	-	-
Gravel Pit Wash	-	-	-	-	-	-	-	-	-	-	-	-	-
Sierra Wash Construction (3-Phases) SW003	168,720	-	280,000	-	310,000	-	-	-	-	-	-	-	-
Pusch Ridge Golf Course Pathway Bank Protection Improvements	-	-	-	-	-	-	-	300,000	-	-	-	-	-
Oro Valley Country Club SW004		-	300,000	-	-	-	-	-	-	-	-	-	-
Pomegranate	-	-	-	-	160,000	-	-	-	-	-	-	-	-
Highland Wash	-	-	-	-	400,000	4,000,000	-	-	-	-	-	-	-
Lamber Lane II	-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed Future Projects	-	-	-	-	-	-	-	-	-	-	-	-	-
Highlands Wash at Tangerine Road Culvert		-	-	-	-	-	-	-	365,000	-	-	-	-
Gravel Pit Wash at Tangerine Road Culvert		-	-	-	-	-	-	-	-	380,000	-	-	-
Calle Concordia Roadside Drainage		-	-	-	-	-	-	-	-	-	-	-	150,000
Carmack Wash at Shadow Mountian Estates		-	-	-	-	-	-	-	-	-	460,000	-	-
Moore Road Roadside Drainage									-			150,000	-
Shannon Road Roadside Drianage		-	-	-	-	-	-	-	-	-	-	150,000	750,000
Highlands Wash at Monterra Ridge		-	-	-	-	-	-	-	-	-	-	400,000	-
		-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL LEASE PRINCIPAL-43937	-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL LEASE INTEREST	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Capital Outlay	$ 514,550	$ 106,000	$ 654,000	$ 76,100	$ 1,298,300	$ 4,330,550	$ 332,900	$ 385,300	$ 732,750	$ 470,300	$ 552,900	$ 795,650	$ 1,348,450
Total Expenses:	**$ 1,771,619**	**$ 1,353,844**	**$ 2,088,027**	**$ 1,550,517**	**$ 2,814,319**	**$ 5,987,085**	**$ 1,930,972**	**$ 2,176,097**	**$ 2,467,578**	**$ 2,200,333**	**$ 2,329,229**	**$ 2,619,585**	**$ 3,221,271**
Surplus /(Deficit)	(282,840)	170,149	(359,527)	156,683	(245,219)	(117,785)	316,928	244,603	(46,878)	220,367	91,471	(198,885)	(800,571)
Total Cash Balance	**$ 842,300**	**$ 1,014,657**	**$ 655,130**	**$ 811,812**	**$ 566,593**	**$ 448,809**	**$ 765,737**	**$ 1,010,340**	**$ 963,462**	**$ 1,183,829**	**$ 1,275,300**	**$ 1,076,415**	**$ 275,844**
Contingency	-	**$ 433,100**	**$ -**	**$ 100,900**	**$ 128,200**	**$ -**	**$ 159,200**	**$ 327,700**	**$ 496,700**	**$ 666,900**	**$ 683,000**	**$ 484,100**	**$ -**
Vehicle Cash Reserve	**$ 304,607**	**$ 354,774**	**$ 404,940**	**$ 455,107**	**$ 155,274**	**$ 205,440**	**$ 269,607**	**$ 319,774**	**$ 103,940**	**$ 154,107**	**$ 229,474**	**$ 229,474**	**$ (70,360)**
Cash Balance	**$ 537,693**	**$ 659,883**	**$ 250,189**	**$ 356,705**	**$ 411,320**	**$ 243,368**	**$ 496,130**	**$ 690,566**	**$ 859,521**	**$ 1,029,722**	**$ 1,045,826**	**$ 846,941**	**$ 346,203**
	36.4%	*43.6%*	*16.5%*	*20.9%*	*21.8%*	*11.8%*	*22.1%*	*28.5%*	*35.5%*	*42.6%*	*43.2%*	*35.0%*	*14.3%*
Total	842,300	1,014,657	655,130	811,812	566,593	448,809	765,737	1,010,340	963,462	1,183,829	1,275,300	1,076,415	275,844
Reserves	***57.0%***	***67.1%***	***43.2%***	***47.6%***	***30.0%***	***21.7%***	***34.1%***	***41.8%***	***39.8%***	***48.9%***	***52.7%***	***44.5%***	***11.4%***

⇨ Assumption

Growth in Benefits & Wages [a] **3.0%**

Outside funding including local match [1]

Assumes SWU receives funds from grant requests

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Stormwater Fund 5 Year Forecast		Stormwater Fee Increase - $4.50 (No Increase) - No Grant Funding					Revised:		2/6/2023
2023		**FY 2020/21 Final**	**FY 2021/22 Final**	**FY 2022/23 Fiscal**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**	**FY 2026/27**	**FY 2027/28**
							Projected		
# of Units:									
Residential		18,214	18,460	19,173	19,284	19,406	19,510	19,594	19,636
NEW: projected Residential		225	275	222	243	209	168	84	102
Commercial		8,154	8,154	8,250	8,250	8,250	8,250	8,250	8,450
NEW: projected Commercial		-	-	-	-	-	-	200	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
Total Units:		26,593	26,667	27,645	27,777	27,865	27,928	28,128	28,188
Carry forward Fund Balance		**$ 529,949**	**$ 774,137**	**$ 1,131,179**	**$ 1,320,744**	**$ 1,140,793**	**$ 733,207**	**$ 884,640**	**$ 503,557**
Includes vehicle cash reserve									
Revenue:									
Monthly Stormwater Utility Fee/Unit		$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50
Gross Revenues		$ 1,473,177	$ 1,494,024	$ 1,492,900	$ 1,500,000	$ 1,504,700	$ 1,508,200	$ 1,519,000	$ 1,522,200
Grant Funds		$ 152,152	$ 16,906		-	-	-	-	-
Other		8,734	29	399,513	-	-	-	-	-
Late Fees		635	1,155	1,500	1,500	1,500	1,500	1,500	1,500
Interest		(385)	2,942	1,500	1,500	1,500	1,500	1,500	1,500
		$ 1,634,313	**$ 1,515,056**	**$ 1,895,413**	**$ 1,503,000**	**$ 1,507,700**	**$ 1,511,200**	**$ 1,522,000**	**$ 1,525,200**
Expenses:									
Personnel									
Total Personnel:		$ 808,588	$ 844,505	$ 826,266	$ 848,575	$ 871,487	$ 895,017	$ 919,182	$ 942,162
Contracts/Services									
Outside Professional Services*		99,836	66,436	118,324	60,000	61,850	63,800	65,800	167,850
Administration & Financial Serv									
Health Clinic		3,493	3,492	3,500	3,650	3,800	3,950	4,100	4,250
General Outside Reviews		-	14,986	-	-	-	-	-	-
Drainage Reviews	*78040*	-	-	-	-	-	-	-	-
Surveys/Data Management Studies	*78041*	-	-	-	10,000	10,300	10,650	11,000	11,350
Drainage Criteria Manual Update	*78042*	-	-	49,824	-	-	-	-	-
Reviews/Surveys/Data/Studies		96,343	-	25,000	46,350	47,750	49,200	50,700	52,250
DCM Computation Add On		-	47,958	-	-	-	-	-	-
Mutterer's Feasibility And Alternatives Study		-	-	40,000	-	-	-	-	-
Stormdrain Asset Camera Condition Assessment					-	-	-	-	-
Town-Wide Drainage Study					-	-	-	-	100,000
Catalina Alternative		-	-		-	-	-	-	-
Vehicle Repair & Maintenance	[a]	7,771	2,845	10,000	10,000	10,300	10,650	11,000	11,350
Equipment Repair & Maintenance	[a]	26,107	30,769	17,000	17,000	17,550	18,100	18,650	19,250
Rentals	[a]	999	-	1,000	1,000	1,050	1,100	1,150	1,200
Telecommunications			123	-	-	-	-	-	-
Postage	[a]	167	-	300	300	350	400	450	500
Printing & Binding	[a]	1,490	1,749	1,500	1,500	1,550	1,600	1,650	1,700
Travel & Training	[a]	1,213	3,724	9,600	9,600	9,900	10,200	10,550	10,900
Membership	[a]	1,025	1,260	2,675	2,425	2,500	2,600	2,700	2,800
Office Supplies	[a]	3,219	4,022	4,000	4,150	4,300	4,450	4,600	4,750
Gasoline	[a]	10,534	21,760	39,000	39,000	40,200	41,450	42,700	44,000
Non-Capitalized Equipment		285	205	-	-	-	-	-	-
Uniforms*	[a]	882	1,003	3,100	3,100	3,200	3,300	3,400	3,550
Bad Debt Expense	[a]	1,482	2,570	1,500	2,500	2,600	2,700	2,800	2,900
Field Supplies	[a]	5,110	2,315	25,000	27,000	27,850	28,700	29,600	30,500
Depreciation		-	-	**177,000**	**179,000**	**181,000**	**183,000**	**185,000**	**187,000**
Regulatory		5,000	5,000	5,000	5,000	5,150	5,350	5,550	5,750
Safety	[a]	-		1,100	1,500	1,550	1,600	1,650	1,700
Administration & Financial Serv		200,642	169,728	166,970	172,300	177,650	183,150	188,650	194,750
Financial & Budget				48,850	50,400	51,950	53,550	55,200	56,900
Human Resources				13,850	14,300	14,750	15,200	15,700	16,200
Innovation and Technology				52,300	60,600	62,450	64,350	66,300	68,300
Legal				8,220	8,500	8,800	9,100	9,400	9,700
Public Works				11,250	11,600	11,950	12,350	12,750	13,150
Town Clerk				1,500	1,600	1,650	1,700	1,800	1,900
Town Manager's Office				24,500	25,300	26,100	26,900	27,750	28,600
IT Direct Costs				6,500	-	-	-	-	-
Software Maintenance & Lic				-					
Stormwater Maintenance (OPS)				-					
Total Operations/Maintenance:		$ 365,762	$ 313,509	$ 583,069	$ 535,375	$ 548,550	$ 562,150	$ 575,900	$ 690,450
Capital Outlay/Projects									
Other		-	-	-	-	-	-	-	-
Minor Assets		-	-	4,000	6,000	6,000	6,000	6,000	6,000
Grant Capacity		-	-	-	-	-	-	-	-
Vehicle		37,749	-	-	-	-	-	-	-
Building (Gate)			-	-	-	-	-	-	-
Equipment		6,154	-	-	-	280,000	-	45,000	-
Equipment		-	-	-	-	-	-	-	-
Town wide Drainage Projects		171,872	-	469,513	472,000	390,250	79,600	542,000	84,500
General Infrastructure Maintenance		-	-	120,000	50,000	51,500	53,050	54,650	56,300
General Culvert Cleaning - Contractor		-	-	-	25,000	25,750	26,550	27,350	28,200
Other		13,109	-	-	-	-	-	-	-
Saddlehorn Place		45,315	-	-	-	-	-	-	-
Camino Bajio & Paseo Cordona		44,817	-	-	-	-	-	-	-
MUP Market Place		38,932	-	-	-	-	-	-	-
El Con Golf Path		29,699	-	-	-	-	-	-	-
Rancho Vistoso Culvert Repair		-	-	-	30,000	-	-	-	-
Naranja @ Ironwood RHS Spillway Repair		-	-	-	35,000	-	-	-	-
Mutterer's Construction		-	-	-	-	-	-	-	*500,000
Cat Ridge Alt - Erosion Repair	[2]	-	-	149,513	-	-	-	-	-
Gravel Pit Wash		-	-	PC 515,001	-	-	-	-	-
Sierra Wash Construction (3-Phases)		-	-	200,000	282,000	313,000	-	-	-
Pusch Ridge Golf Course Pathway Bank Protection Improvements					50,000	-	-	300,000	-
Pomegranate		-	-	-	-	-	-	160,000	-
Highland Wash		-	-	-	-	*400,000	*4,000,000	-	-
Lamber Lane II		-	-	-	-	-	-	-	-
CAPITAL LEASE PRINCIPAL-43937		-	-	-	-	-	-	-	-
CAPITAL LEASE INTEREST		-	-	-	-	-	-	-	-
Total Capital Outlay		$ 215,775	$ -	$ 473,513	$ 478,000	$ 676,250	$ 85,600	$ 593,000	$ 90,500
Total Expenses:		**$ 1,390,125**	**$ 1,158,014**	**$ 1,882,848**	**$ 1,861,950**	**$ 2,096,287**	**$ 1,542,767**	**$ 2,088,082**	**$ 1,723,112**
Surplus /(Deficit)		244,188	357,041	12,565	(358,950)	(588,587)	(31,567)	(566,082)	(197,912)
Total Cash Balance		**$ 774,137**	**$ 1,131,179**	**$ 1,320,744**	**$ 1,140,793**	**$ 733,207**	**$ 884,640**	**$ 503,557**	**$ 492,646**
Contingency			-	-	**$ 561,100**	**$ 382,600**	**$ 483,400**	**$ 95,500**	**$ -**
Vehicle Cash Reserve		**$ 215,073**	**$ 259,840**	**$ 304,607**	**$ 354,774**	**$ 124,940**	**$ 175,107**	**$ 180,274**	**$ 230,440**
Cash Balance		**$ 559,064**	**$ 871,339**	**$ 1,016,137**	**$ 786,020**	**$ 608,266**	**$ 709,533**	**$ 323,284**	**$ 262,205**
		37.9%	*58.3%*	*68.1%*	*52.4%*	*40.4%*	*47.0%*	*21.3%*	*17.2%*
	Total	774,137	1,131,179	1,320,744	1,140,793	733,207	884,640	503,557	492,646
	Reserves	***52.5%***	***75.7%***	***88.5%***	***76.1%***	***48.7%***	***58.7%***	***33.2%***	***32.4%***

⇨ Assumption

Growth in Benefits & Wages	[a]	**3.0%**
Outside funding including local match	[1]	

Assumes SWU receives funds from grant requests

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Stormwater Fund 5 Year Forecast		Stormwater Fee Increase - $4.75 (6% Increase) - Grant Funding					Revised:		2/6/2023
2023		**FY 2020/21 Final**	**FY 2021/22 Final**	**FY 2022/23 Fiscal**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**	**FY 2026/27**	**FY 2027/28**
						Projected			
# of Units:									
Residential		18,214	18,460	19,173	19,284	19,406	19,510	19,594	19,636
NEW: projected Residential		225	275	222	243	209	168	84	102
Commercial		8,154	8,154	8,250	8,250	8,250	8,250	8,250	8,450
NEW: projected Commercial		-	-	-	-	-	-	200	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
Total Units:		26,593	26,667	27,645	27,777	27,865	27,928	28,128	28,188
Carry forward Fund Balance		**$ 529,949**	**$ 774,137**	**$ 1,131,179**	**$ 1,320,744**	**$ 1,300,793**	**$ 1,121,707**	**$ 1,020,090**	**$ 584,357**
Includes vehicle cash reserve									
Revenue:									
Monthly Stormwater Utility Fee/Unit		$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.75
Gross Revenues		$ 1,473,177	$ 1,494,024	$ 1,492,900	$ 1,500,000	$ 1,504,700	$ 1,508,200	$ 1,519,000	$ 1,606,800
Grant Funds		$ 152,152	$ 16,906		210,000	280,000	3,800,000		
Other		8,734	29	399,513	-	400,000	-	-	-
Late Fees		635	1,155	1,500	1,500	1,500	1,500	1,500	1,500
Interest		(385)	2,942	1,500	1,500	1,500	1,500	1,500	1,500
		$ 1,634,313	**$ 1,515,056**	**$ 1,895,413**	**$ 1,713,000**	**$ 2,187,700**	**$ 5,311,200**	**$ 1,522,000**	**$ 1,609,800**
Expenses:									
Personnel									
Total Personnel:		$ 808,588	$ 844,505	$ 826,266	$ 848,575	$ 871,487	$ 895,017	$ 919,182	$ 942,162
Contracts/Services									
Outside Professional Services*		99,836	66,436	118,324	60,000	61,850	63,800	65,800	167,850
Administration & Financial Serv									
Health Clinic		3,493	3,492	3,500	3,650	3,800	3,950	4,100	4,250
General Outside Reviews		-	14,986	-	-	-	-	-	-
Drainage Reviews	78040	-	-	-	-	-	-	-	-
Surveys/Data Management Studies	78041	-	-	-	10,000	10,300	10,650	11,000	11,350
Drainage Criteria Manual Update	78042	-	-	49,824	-	-	-	-	-
Reviews/Surveys/Data/Studies		96,343	-	25,000	46,350	47,750	49,200	50,700	52,250
DCM Computation Add On		-	47,958	-	-	-	-	-	-
Mutterer's Feasibility And Alternatives Study		-	-	40,000	-	-	-	-	-
Stormdrain Asset Camera Condition Assessment					-	-	-	-	-
Town-Wide Drainage Study					-	-	-	-	100,000
Catalina Alternative		-	-		-	-	-	-	-
Vehicle Repair & Maintenance	a	7,771	2,845	10,000	10,000	10,300	10,650	11,000	11,350
Equipment Repair & Maintenance	a	26,107	30,769	17,000	17,000	17,550	18,100	18,650	19,250
Rentals	a	999	-	1,000	1,000	1,050	1,100	1,150	1,200
Telecommunications			-	-	-	-	-	-	-
Postage	a	167	123	300	300	350	400	450	500
Printing & Binding	a	1,490	1,749	1,500	1,500	1,550	1,600	1,650	1,700
Travel & Training	a	1,213	3,724	9,600	9,600	9,900	10,200	10,550	10,900
Membership	a	1,025	1,260	2,675	2,425	2,500	2,600	2,700	2,800
Office Supplies	a	3,219	4,022	4,000	4,150	4,300	4,450	4,600	4,750
Gasoline	a	10,534	21,760	39,000	39,000	40,200	41,450	42,700	44,000
Non-Capitalized Equipment		285	205	-	-	-	-	-	-
Uniforms*	a	882	1,003	3,100	3,100	3,200	3,300	3,400	3,550
Bad Debt Expense	a	1,482	2,570	1,500	2,500	2,600	2,700	2,800	2,900
Field Supplies	a	5,110	2,315	25,000	27,000	27,850	28,700	29,600	30,500
Depreciation		-	-	177,000	179,000	181,000	183,000	185,000	187,000
Regulatory		5,000	5,000	5,000	5,000	5,150	5,350	5,550	5,750
Safety	a	-		1,100	1,500	1,550	1,600	1,650	1,700
Administration & Financial Serv		200,642	169,728	166,970	172,300	177,650	183,150	188,650	194,750
Financial & Budget				48,850	50,400	51,950	53,550	55,200	56,900
Human Resources				13,850	14,300	14,750	15,200	15,700	16,200
Innovation and Technology				52,300	60,600	62,450	64,350	66,300	68,300
Legal				8,220	8,500	8,800	9,100	9,400	9,700
Public Works				11,250	11,600	11,950	12,350	12,750	13,150
Town Clerk				1,500	1,600	1,650	1,700	1,800	1,900
Town Manager's Office				24,500	25,300	26,100	26,900	27,750	28,600
IT Direct Costs				6,500	-	-	-	-	-
Software Maintenance & Lic				-					
Stormwater Maintenance (OPS)				-					
Total Operations/Maintenance:		$ 365,762	$ 313,509	$ 583,069	$ 535,375	$ 548,550	$ 562,150	$ 575,900	$ 690,450
Capital Outlay/Projects									
Other		-	-	-	-	-	-	-	-
Minor Assets		-	-	4,000	6,000	6,000	6,000	6,000	6,000
Grant Capacity		-	-	-	-	-	-	-	-
Vehicle		37,749	-	-	-	-	-	-	-
Building (Gate)			-	-	-	-	-	-	-
Equipment		6,154	-	-	-	280,000	-	45,000	-
Equipment		-	-	-	-	-	-	-	-
Town wide Drainage Projects		171,872	-	469,513	522,000	841,750	4,132,650	596,650	140,800
General Infrastructure Maintenance		-	-	120,000	75,000	77,250	79,600	82,000	84,500
General Culvert Cleaning - Contractor		-	-	-	50,000	51,500	53,050	54,650	56,300
Other		13,109	-	-	-	-	-	-	-
Saddlehorn Place		45,315	-	-	-	-	-	-	-
Camino Bajio & Paseo Cordona		44,817	-	-	-	-	-	-	-
MUP Market Place		38,932	-	-	-	-	-	-	-
El Con Golf Path		29,699	-	-	-	-	-	-	-
Rancho Vistoso Culvert Repair		-	-	-	30,000	-	-	-	-
Naranja @ Ironwood RHS Spillway Repair		-	-	-	35,000	-	-	-	-
Mutterer's Construction		-	-	-	-	-	-	-	*500,000
Cat Ridge Alt - Erosion Repair	2	-	-	149,513	-	-	-	-	-
Gravel Pit Wash		-	-	PC 515,001	-	-	-	-	-
Sierra Wash Construction (3-Phases)		-	-	200,000	282,000	313,000	-	-	-
Pusch Ridge Golf Course Pathway Bank Protection Improvements		-	-	-	50,000	-	-	300,000	-
Pomegranate		-	-	-	-	-	-	160,000	-
Highland Wash		-	-	-	-	400,000	4,000,000	-	-
Lamber Lane II		-	-	-	-	-	-	-	-
CAPITAL LEASE PRINCIPAL-43937		-	-	-	-	-	-	-	-
CAPITAL LEASE INTEREST		-	-	-	-	-	-	-	-
Total Capital Outlay		$ 215,775	$ -	$ 473,513	$ 528,000	$ 1,127,750	$ 4,138,650	$ 647,650	$ 146,800
Total Expenses:		**$ 1,390,125**	**$ 1,158,014**	**$ 1,882,848**	**$ 1,911,950**	**$ 2,547,787**	**$ 5,595,817**	**$ 2,142,732**	**$ 1,779,412**
Surplus /(Deficit)		244,188	357,041	12,565	(198,950)	(360,087)	(284,617)	(620,732)	(169,612)
Total Cash Balance		**$ 774,137**	**$ 1,131,179**	**$ 1,320,744**	**$ 1,300,793**	**$ 1,121,707**	**$ 1,020,090**	**$ 584,357**	**$ 601,746**
Contingency			-	-	**$ 721,100**	**$ 771,100**	**$ 618,800**	**$ 176,300**	**$ 130,300**
Vehicle Cash Reserve		**$ 215,073**	**$ 259,840**	**$ 304,607**	**$ 354,774**	**$ 124,940**	**$ 175,107**	**$ 180,274**	**$ 230,440**
Cash Balance		**$ 559,064**	**$ 871,339**	**$ 1,016,137**	**$ 946,020**	**$ 996,766**	**$ 844,983**	**$ 404,084**	**$ 371,305**
		37.9%	*58.3%*	*68.1%*	*63.1%*	*66.2%*	*56.0%*	*26.6%*	*23.1%*
	Total	774,137	1,131,179	1,320,744	1,300,793	1,121,707	1,020,090	584,357	601,746
	Reserves	***52.5%***	***75.7%***	***88.5%***	***86.7%***	***74.5%***	***67.6%***	***38.5%***	***37.4%***

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Stormwater Fund 5 Year Forecast		Stormwater Fee Increase - $4.75 (6% Increase) - No Grant Funding					Revised:		2/6/2023
2023		**FY 2020/21 Final**	**FY 2021/22 Final**	**FY 2022/23 Fiscal**	**FY 2023/24**	**FY 2024/25**	**FY 2025/26**	**FY 2026/27**	**FY 2027/28**
					Projected				
# of Units:									
Residential		18,214	18,460	19,173	19,284	19,406	19,510	19,594	19,636
NEW: projected Residential		225	275	222	243	209	168	84	102
Commercial		8,154	8,154	8,250	8,250	8,250	8,250	8,250	8,450
NEW: projected Commercial		-	-	-	-	-	-	200	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
Total Units:		26,593	26,667	27,645	27,777	27,865	27,928	28,128	28,188
Carry forward Fund Balance		**$ 529,949**	**$ 774,137**	**$ 1,131,179**	**$ 1,320,744**	**$ 1,090,793**	**$ 631,707**	**$ 813,790**	**$ 462,357**
Includes vehicle cash reserve									
Revenue:									
Monthly Stormwater Utility Fee/Unit		$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.75	$ 4.75	$ 4.75
Gross Revenues		$ 1,473,177	$ 1,494,024	$ 1,492,900	$ 1,500,000	$ 1,504,700	$ 1,591,900	$ 1,603,300	$ 1,606,800
Grant Funds		$ 152,152	$ 16,906		-	-	-		
Other		8,734	29	399,513	-	-	-	-	-
Late Fees		635	1,155	1,500	1,500	1,500	1,500	1,500	1,500
Interest		(385)	2,942	1,500	1,500	1,500	1,500	1,500	1,500
		$ 1,634,313	**$ 1,515,056**	**$ 1,895,413**	**$ 1,503,000**	**$ 1,507,700**	**$ 1,594,900**	**$ 1,606,300**	**$ 1,609,800**
Expenses:									
Personnel									
Total Personnel:		$ 808,588	$ 844,505	$ 826,266	$ 848,575	$ 871,487	$ 895,017	$ 919,182	$ 942,162
Contracts/Services									
Outside Professional Services*		99,836	66,436	118,324	60,000	61,850	63,800	65,800	167,850
Administration & Financial Serv									
Health Clinic		3,493	3,492	3,500	3,650	3,800	3,950	4,100	4,250
General Outside Reviews		-	14,986	-	-	-	-	-	-
Drainage Reviews	78040	-	-	-	-	-	-	-	-
Surveys/Data Management Studies	78041	-	-	-	10,000	10,300	10,650	11,000	11,350
Drainage Criteria Manual Update	78042	-	-	49,824	-	-	-	-	-
Reviews/Surveys/Data/Studies		96,343	-	25,000	46,350	47,750	49,200	50,700	52,250
DCM Computation Add On		-	47,958	-	-	-	-	-	-
Mutterer's Feasibility And Alternatives Study		-	-	40,000	-	-	-	-	-
Stormdrain Asset Camera Condition Assessment					-	-	-	-	-
Town-Wide Drainage Study					-	-	-	-	100,000
Catalina Alternative		-	-		-	-	-	-	-
Vehicle Repair & Maintenance	a	7,771	2,845	10,000	10,000	10,300	10,650	11,000	11,350
Equipment Repair & Maintenance	a	26,107	30,769	17,000	17,000	17,550	18,100	18,650	19,250
Rentals	a	999	-	1,000	1,000	1,050	1,100	1,150	1,200
Telecommunications			123	-	-	-	-	-	-
Postage	a	167	-	300	300	350	400	450	500
Printing & Binding	a	1,490	1,749	1,500	1,500	1,550	1,600	1,650	1,700
Travel & Training	a	1,213	3,724	9,600	9,600	9,900	10,200	10,550	10,900
Membership	a	1,025	1,260	2,675	2,425	2,500	2,600	2,700	2,800
Office Supplies	a	3,219	4,022	4,000	4,150	4,300	4,450	4,600	4,750
Gasoline	a	10,534	21,760	39,000	39,000	40,200	41,450	42,700	44,000
Non-Capitalized Equipment		285	205	-	-	-	-	-	-
Uniforms*	a	882	1,003	3,100	3,100	3,200	3,300	3,400	3,550
Bad Debt Expense	a	1,482	2,570	1,500	2,500	2,600	2,700	2,800	2,900
Field Supplies	a	5,110	2,315	25,000	27,000	27,850	28,700	29,600	30,500
Depreciation		-	-	**177,000**	**179,000**	**181,000**	**183,000**	**185,000**	**187,000**
Regulatory		5,000	5,000	5,000	5,000	5,150	5,350	5,550	5,750
Safety	a	-		1,100	1,500	1,550	1,600	1,650	1,700
Administration & Financial Serv		200,642	169,728	166,970	172,300	177,650	183,150	188,650	194,750
Financial & Budget				48,850	50,400	51,950	53,550	55,200	56,900
Human Resources				13,850	14,300	14,750	15,200	15,700	16,200
Innovation and Technology				52,300	60,600	62,450	64,350	66,300	68,300
Legal				8,220	8,500	8,800	9,100	9,400	9,700
Public Works				11,250	11,600	11,950	12,350	12,750	13,150
Town Clerk				1,500	1,600	1,650	1,700	1,800	1,900
Town Manager's Office				24,500	25,300	26,100	26,900	27,750	28,600
IT Direct Costs				6,500	-	-	-	-	-
Software Maintenance & Lic				-					
Stormwater Maintenance (OPS)				-					
Total Operations/Maintenance:		$ 365,762	$ 313,509	$ 583,069	$ 535,375	$ 548,550	$ 562,150	$ 575,900	$ 690,450
Capital Outlay/Projects									
Other		-	-	-	-	-	-	-	-
Minor Assets		-	-	4,000	6,000	6,000	6,000	6,000	6,000
Grant Capacity		-	-	-	-	-	-	-	-
Vehicle		37,749	-	-	-	-	-	-	-
Building (Gate)			-	-	-	-	-	-	-
Equipment		6,154	-	-	-	280,000	-	45,000	-
Equipment		-	-	-	-	-	-	-	-
Town wide Drainage Projects		171,872	-	469,513	522,000	441,750	132,650	596,650	140,800
General Infrastructure Maintenance		-	-	120,000	75,000	77,250	79,600	82,000	84,500
General Culvert Cleaning - Contractor		-	-	-	50,000	51,500	53,050	54,650	56,300
Other		13,109	-	-	-	-	-	-	-
Saddlehorn Place		45,315	-	-	-	-	-	-	-
Camino Bajio & Paseo Cordona		44,817	-	-	-	-	-	-	-
MUP Market Place		38,932	-	-	-	-	-	-	-
El Con Golf Path		29,699	-	-	-	-	-	-	-
Rancho Vistoso Culvert Repair		-	-	-	30,000	-	-	-	-
Naranja @ Ironwood RHS Spillway Repair		-	-	-	35,000	-	-	-	-
Mutterer's Construction		-	-	-	-	-	-	-	*500,000
Cat Ridge Alt - Erosion Repair	2	-	-	149,513	-	-	-	-	-
Gravel Pit Wash		-	-	PC 515,001	-	-	-	-	-
Sierra Wash Construction (3-Phases)		-	-	200,000	282,000	313,000	-	-	-
Pusch Ridge Golf Course Pathway Bank Protection Improvements					50,000	-	-	300,000	-
Pomegranate		-	-	-	-	-	-	160,000	-
Highland Wash		-	-	-	-	*400,000	*4,000,000	-	-
Lamber Lane II		-	-	-	-	-	-	-	-
CAPITAL LEASE PRINCIPAL-43937		-	-	-	-	-	-	-	-
CAPITAL LEASE INTEREST		-	-	-	-	-	-	-	-
Total Capital Outlay		$ 215,775	$ -	$ 473,513	$ 528,000	$ 727,750	$ 138,650	$ 647,650	$ 146,800
Total Expenses:		**$ 1,390,125**	**$ 1,158,014**	**$ 1,882,848**	**$ 1,911,950**	**$ 2,147,787**	**$ 1,595,817**	**$ 2,142,732**	**$ 1,779,412**
Surplus /(Deficit)		244,188	357,041	12,565	(408,950)	(640,087)	(917)	(536,432)	(169,612)
Total Cash Balance		**$ 774,137**	**$ 1,131,179**	**$ 1,320,744**	**$ 1,090,793**	**$ 631,707**	**$ 813,790**	**$ 462,357**	**$ 479,746**
Contingency			-	-	**$ 511,100**	**$ 281,100**	**$ 399,900**	**$ -**	**$ -**
Vehicle Cash Reserve		**$ 215,073**	**$ 259,840**	**$ 304,607**	**$ 354,774**	**$ 124,940**	**$ 175,107**	**$ 180,274**	**$ 230,440**
Cash Balance		**$ 559,064**	**$ 871,339**	**$ 1,016,137**	**$ 736,020**	**$ 506,766**	**$ 638,683**	**$ 282,084**	**$ 249,305**
		37.9%	*58.3%*	*68.1%*	*49.1%*	*33.7%*	*40.1%*	*17.6%*	*15.5%*
	Total	774,137	1,131,179	1,320,744	1,090,793	631,707	813,790	462,357	479,746
	Reserves	***52.5%***	***75.7%***	***88.5%***	***72.7%***	***42.0%***	***51.1%***	***28.8%***	***29.9%***

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APPENDIX C

10-Year Capital Improvement Schedules
C Stormwater Fund

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10-Year Capital Improvement Program	Fiscal Year										
Stormwater Utility											
Project Name	**FY/24/25**	**FY/25/26**	**FY26/27**	**FY27/28**	**FY/28/29**	**FY/29/30**	**FY30/31**	**FY31/32**	**FY32/33**	**FY/33/34**	**FY/34/35**
Sierra Wash at Via Mandarina	$280,000										
Sierra Wash at Glover Road			$310,000								
Pusch Ridge Hole 9 Bank Protection		$300,000									
Oro Valley Country Club Drainage Improvements	$300,000										
Pomegranate Drive Drainage Improvements			$182,420								
Highlands Wash Drainage Improvements			$400,000	$4,000,000							
Mutterer Wash Drainage Improvements				$250,000	$250,000						
Highlands Wash at Tangerine Road Culvert Repair						$365,000					
Gravel Pit Wash at Tangerine Road Culvert Repair							$380,000				
Carmack Wash Drainage Improvements									$750,000		
Highlands Wash at Monterra Vista Vegetation Management								$460,000			
Naranja Park Drainage Improvements										$300,000	
Canada Golf Course Drainage Improvements											$250,000
Conquistador Golf Course Drainage Improvements											$250,000
Vehicle Replacement			$350,000				$280,000				$350,000

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APPENDIX D

Assumptions for Proposed Financial Scenario
D Stormwater Fund

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PROPOSED FINANCIAL SCENARIO

ASSUMPTIONS FOR THE STORMWATER UTILITY FUND

The Stormwater Fund is the primary fund for the Stormwater Utility. The sources of revenue are stormwater fees. Expenses for administration, operations, existing system improvements and debt service are accounted for in this fund.

Beginning Cash Balance

The beginning cash balance is estimated based on budgeted revenues, expenses and known cost over runs for FY 2024/25. Actual cash balances on the 6/30/24 balance sheet is added to budgeted revenues, less budgeted expenses and known unbudgeted expenses.

Cash Reserve Requirement

Town Code requires the Utility to maintain cash reserves in the Stormwater Fund of not less than 15% of the combined total of the annual revenue.

Growth Projections

New Development growth projections for FY 2024-25 through FY 2028-29 were based on data provided by the Town's New Development Permitting Manager and were updated with information from the Town's Finance Department to be consistent with the Town's financial forecasting.

Service-Related Revenues

Service-related revenues are based on the proposed FY 2025-26 budget. Service-related revenues include service-related revenues including late fees, engineering plan review fees and construction inspection fees.

Interest Income

Interest rates are projected at 3% annually over the 10-year pro-forma. The projected interest rate was provided by the Town's Finance Department.

Personnel

No new employees were added during the projection period. Annual merit increases are projected to be 3% annually and health care costs are projected to increase by 3% annually. It is projected that the Arizona State Retirement System (ASRS) contribution is projected to increase 1% annually over the five-year projection period.

Inflation Rates

Inflation rates are projected at 3% annually over the 10-year pro-forma.

O&M Expenses

These expenses are based on the Stormwater Utility's budget for FY 2024-25 plus 3% inflation.

Capital Improvement Program (CIP) – Existing System Improvements

The capital costs associated with Existing System Improvements CIP are primarily to ensure continued reliability and efficiency of the Utility's drainage system. These costs are determined as part of an annual review of the drainage system.

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PARKS & RECREATION FEE PROPOSAL

MEMBERSHIPS

Membership	Current Fee	Proposed Fee	NR Proposed Fee
Established 2015 - CRC Classic Memberships			
Youth	$20.00	$20.00	$30.00
Senior	$30.00	$35.00	$45.00
Adult	$40.00	$45.00	$55.00
Couple	$60.00	$70.00	$90.00
Family	$70.00	$80.00	$100.00
Drop-in	$5.00	$7.00	$10.00
Family Drop-in	$14.00	$15.00	$20.00
Established 2015 - CRC Premium Memberships			
Youth	$25.00	$25.00	$35.00
Senior	$50.00	$60.00	$70.00
Adult	$60.00	$75.00	$85.00
Couple	$75.00	$100.00	$120.00
Family	$100.00	$130.00	$150.00
Established 2013 - OVAC Memberships			
Youth	$20.00	$20.00	$30.00
Senior	$20.00	$25.00	$35.00
Adult	$30.00	$35.00	$45.00
Couple	$40.00	$45.00	$65.00
Family	$60.00	$70.00	$90.00
Drop-in	$5.00	$7.00	$10.00
Family Drop-in	$14.00	$15.00	$20.00
Established 2013 - Archery Range Memberships			
Youth	$20.00	$20.00	$30.00
Adult	$60.00	$75.00	$85.00
Family	$135.00	$150.00	$170.00
Drop-in	$5.00	$7.00	$10.00

RENTALS

Location	Current Fee	Proposed Fee	
Established 1999 - FIELDS			
Res/Non-Profit Non-Peak Hourly Rate	$5.00	$12.00	**Previous Non-Peak Time**
NR/For Profit Non-Peak Hourly Rate	$10.00	$24.00	6:00 am - 5:00 pm
Res/Non-Profit Peak Hourly Rate	$10.00	$12.00	**Previous Peak Time**
NR/For profit Peak Hourly Rate	$20.00	$24.00	5:00 pm - 10:00 pm
Established 2014 - PARK AMENITIES			
Archery Range Facility Areas	$10.00	$20.00	
Ramada Hourly Rate	$10.00	$15.00	
Established 2013 - OVAC & CRC LAP LANES			
Short Course Lap Lane (OVAC & CRC) Non-Profit	$6.00	$7.00	
Short Course Lap Lane (OVAC & CRC) For-Profit	$12.00	$14.00	
Long Course Lap Lane (OVAC & CRC) Non-Profit	$12.00	$14.00	
Long Course Lap Lane (OVAC & CRC) For-Profit	$24.00	$28.00	
Established 2008 - SPR RESERVATIONS			
Private/non-profit Events	$ 175-1,500	$ 350-1,800	
Public/for-profit Events	$ 225-2,200	$ 700-3,600	
New - EVENTS			
Naranja Park Hourly rate	$410.00	$425.00	$625.00
Skate Park and Pumptrack Hourly Rate	NA	$200.00	$400.00
Naranja Park Full Day Rate	NA	$2,000.00	$4,000.00
Riverfront Park Hourly Rate	$95.00	$150.00	$250.00
Riverfront Park Full Day Rate	NA	$2,000.00	$4,000.00
JDK Park Hourly Rate	$70.00	$300.00	$500.00
JDK Park Full Day Rate	NA	$1,000.00	$2,000.00
Short Course OVAC Hourly Rate per ln/hr	$6.00	$7.00	$14.00
Long Course OVAC Hourly Rate per ln/hr	$12.00	$14.00	$28.00
OVAC Special Event per day	$250.00	$350.00	$450.00
OVAC After Hours Rental 1-99	$350.00	$400.00	$500.00
OVAC After Hours Rental 100+	$500.00	$550.00	$650.00
OVAC Classroom/Ramada	$150.00	$200.00	$200.00
Established 2019 - CRC PICKLEBALL COURTS			
CRC Pickleball Courts Non-Profit	$5.00	$10.00	$10.00
CRC Pickleball Courts For-Profit	$10.00	$20.00	$20.00

Tax Base and Fees Proposals Community Engagement

Town Council
Study Session
June 18, 2025

Town of Oro Valley

Purpose and Process

- Town fee and revenue proposals
  - Finance
  - Stormwater Utility
  - Parks and Recreation
- Community Engagement
  - Boards and Commissions
  - Community Outreach Plan
  - Online Zoom Engagement Meetings

PHASE 1	
STEP 1 – DEVELOPMENT by STAFF	April 4th
A. Draft Communications Outreach Plan • Explorer article • Print ads • Informational videos • Outreach to B&C, HOA and Community • Vista Newsletter • Parks & Rec Eblast • Social media • Website B. Assemble All Department Proposals • Parks and Recreation Fees • Stormwater Utility Fees • Other Revenue Sources C. Comprehensive Staff Report and PPT Presentation of A + B	
STEP 2 – STUDY SESSIONS	
A. Parks and Recreation Advisory Board	April 15th
B. Budget and Finance Commission	May 20th
C. Town Council	June 18th
PHASE 2	
STEP 3 – COMMUNITY ENGAGEMENT ZOOM EVENTS	
A. Parks & Rec	July 9th
B. Other Revenues	July 10th
C. Stormwater	July 15th
PHASE 3	
STEP 4 – B&C RECOMMENDATIONS	
A. Stormwater Utility Commission	July 31st *
B. Parks and Recreation Advisory Board	September 9th
C. Budget and Finance Commission	September 16th
STEP 5 – COUNCIL STUDY SESSION	October 1st
STEP 6 – COUNCIL DECISION	October 15th
Public Hearing: Discussion and possible action on the following items: A. Issue "Notice of Intent" to raise Stormwater rate B. Increase Parks and Recreation fees C. Adopt proposed taxes	
STEP 7 – COUNCIL DECISION	January 2026
Public Hearing: Discussion and Possible action to raise Stormwater rate	

* Tentative

Phase 2: Community Engagement Plan

- Phase 1: Educate
  - Press release
  - Digital ads
  - Newsletter
  - Explorer article
- Phase 2: Engage
  - Press release
  - Digital ads
  - Newsletter
  - Explorer article
  - Parks and Rec users
  - **Online Zoom Community Engagement Events**

PHASE 1: EDUCATE

- **Educate residents about the process: WHAT it is and WHY we're doing it.**
- Also provide a glimpse of overall process and upcoming community engagement opportunities in July.
- **Launch: Approx. June 4**—two weeks before the June 18 Council Study Session.

Wed. 6/4 AM	**Press release** to explain what the taxes and fees process is, why we're doing it, who it will impact, how residents can learn more and participate, etc. • Posted as "Featured News" on the **Town website** • Posted to **social media** accounts and "shared" by Parks and QVPD • **Emailed** to residents on the subscription list • Distributed to **14,000+ Parks & Rec users** via weekly email blast • Follow-up with **local media contacts**
Wed. 6/4 PM	Share with the public at the **Town Council meeting via Mayor's Report**
Month of June	Run **digital ads** on Tucson Local Media website (Explorer)
Week of 6/9	The June/July **Vista Newsletter** delivered to 17,000 households
Wed. 6/11	TBD/TENTATIVE: Publish **staff-written Explorer article** that reinforces message of the press release, with a personal approach

PHASE 2: ENGAGE

- **Invite and encourage residents to participate in the process by reviewing draft plan(s) and attending Zoom events.**
- Reminder of process-to-date
- Set expectations for what those engagement opportunities will (and won't) look like.
- **Launch: Approx. June 25**—two weeks before the first Zoom event (Parks & Rec)

Wed. 6/25	**Press release** to invite residents to review the draft plan(s) and attend the three Zoom events. Message will include refresher on the process, value of public engagement, what to expect at the meetings, and detailed instructions on how to participate, including links. • Posted as "Featured News" on the **Town website** • Posted to **social media** accounts and "shared" by Parks and QVPD • **Emailed** to residents on the subscription list • Distributed to **14,000+ Parks & Rec users** via weekly email blast • Follow-up with **local media contacts**
July 1 – 15	Run **digital ads** on Tucson Local Media website (Explorer)
Wed. 7/2	**Print ad** in Explorer Newspaper
Thurs. 7/3	Reminder sent to **14,000+ Parks & Rec users** via weekly email blast
Mon 7/7	**Social media reminder (via paid promotion)** that event is this week
Wed. 7/9	**Print ad** in the Explorer Newspaper
TBD As needed	Throughout process, staff will monitor engagement and schedule additional promos as needed (e.g. boosted socials, more TLM ads, video shorts, etc.)

Phase 2 continued.

- Online Zoom Community Engagement Events
  - Parks and Recreation – July 9th
  - Other Revenues – July 10th
  - Stormwater – July 15th
- Opportunity to engage residents to:
  - Educate
  - Allow for feedback

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STEP 7 – COUNCIL DECISION	January 2026
Public Hearing: Discussion and Possible action to raise Stormwater rate	

* Tentative

Phase 3: Recommendations & Action

- Formal recommendations by Boards, Commissions and Town Council
  - Parks and Recreation Advisory Board
  - Stormwater Utility Commission
  - Budge and Finance Commission
  - Town Council

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* Tentative

Finance proposed new revenues

Town of Oro Valley

Benefits to Residents and Businesses

Town of Oro Valley

- Keeps Town competitive with the highest level of Public Safety response and Road quality in Southern Arizona
- Provides diversity to Town revenues
- Strengthens Town financial position
- Provides flexibility and options for Town to address contingent CIP projects
- Further insulates Town from adverse State legislative actions
- Facilitates more pay-as-you-go for future capital needs, reducing reliance on future debt issuances

Five-year Forecast Highlights

Town of Oro Valley

- Continuing to show negative Capital Fund balance in year five
- Capital is funded through operational surpluses, which are receding.
- The last five years, an average of $6.3 million annually has been transferred from the General Fund to the Capital Fund for capital purposes.
- Does not include contingent CIP projects

Five-year Forecast

	FY 24/25 Forecast	FY 25/26 Forecast	FY 26/27 Forecast	FY 27/28 Forecast	FY 28/29 Forecast	FY 29/30 Forecast
GENERAL FUND						
Revenue	57,050,514	58,038,171	59,061,206	59,743,721	62,273,440	63,303,033
Inflows	57,050,514	58,038,171	59,061,206	59,743,721	62,273,440	63,303,033
Personnel	35,507,892	37,065,963	37,974,699	39,003,607	40,052,350	41,118,849
O&M	14,380,325	15,283,232	15,905,309	16,413,790	17,099,034	17,663,722
Capital	516,600	520,784	373,168	385,743	398,515	412,490
Transfers Out	9,156,345	8,878,038	4,393,071	3,475,592	4,199,514	3,614,439
Outflows	59,561,162	61,748,017	58,646,247	59,278,731	61,749,412	62,809,501
Beginning Fund Balance	22,081,503	19,570,855	15,861,009	16,275,969	16,740,958	17,264,987
Ending Fund Balance	19,570,855	15,861,009	16,275,969	16,740,958	17,264,987	17,758,518
HIGHWAY FUND						
Revenue	4,429,138	4,597,718	4,698,495	4,901,704	5,040,706	5,189,297
Transfers In	4,000,000	2,000,000	4,000,000	3,000,000	3,000,000	1,000,000
Inflows	8,429,138	6,597,718	8,698,495	7,901,704	8,040,706	6,189,297
Personnel	1,322,820	1,361,984	1,389,299	1,417,162	1,445,585	1,474,579
O&M	1,256,505	1,228,817	1,212,601	1,247,398	1,283,239	1,320,155
Capital	5,451,000	4,425,000	6,376,800	5,512,500	5,269,315	3,189,000
Outflows	8,030,325	7,015,801	8,978,699	8,177,060	7,998,139	5,983,734
Beginning Fund Balance	606,047	1,004,860	586,777	306,572	31,216	73,783
Ending Fund Balance	1,004,860	586,777	306,572	31,216	73,783	279,345

← Income Growth - $6.25M

← Operating Exp Growth - $8.89M

Five-year Forecast (Continued)

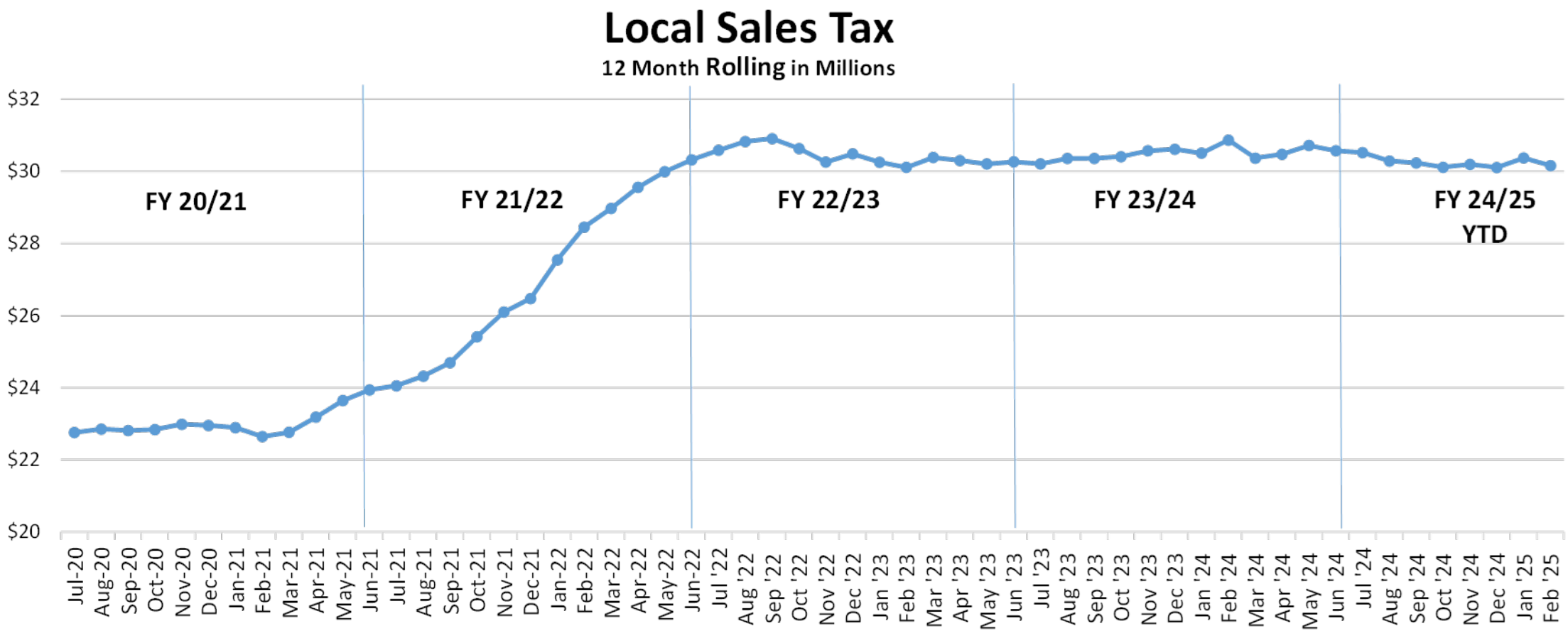
	FY 24/25 Forecast	FY 25/26 Forecast	FY 26/27 Forecast	FY 27/28 Forecast	FY 28/29 Forecast	FY 29/30 Forecast
CAPITAL FUND						
Revenue	2,396,872	1,428,361	1,498,873	1,469,847	1,460,738	1,460,917
Transfers In	7,139,787	6,586,855	2,409,162	1,631,107	2,639,802	2,052,351
Inflows	9,536,659	8,015,215	3,908,036	3,100,954	4,100,541	3,513,268
O&M	61,403	61,703	62,012	62,330	62,658	62,658
Capital	8,316,569	1,730,000	8,383,500	4,029,800	3,069,500	4,076,000
Transfers Out	6,174,530	2,113,600	4,117,008	3,120,518	3,124,134	1,127,858
Outflows	14,552,502	3,905,303	12,562,520	7,212,649	6,256,292	5,266,516
Beginning Fund Balance	16,677,730	11,661,887	15,771,799	7,117,315	3,005,620	849,869
Ending Fund Balance	11,661,887	15,771,799	7,117,315	3,005,620	849,869	(903,380)

Goal 7.1 – Safeguard the Town's financial resources to ensure high service levels are met and maintained for current and future residents

- **Objective 7.1.1 – Prioritize financial stability by evaluating current revenue sources and exploring new opportunities annually.**
- Objective 7.1.2 – Evaluate current costs to control expenditures.

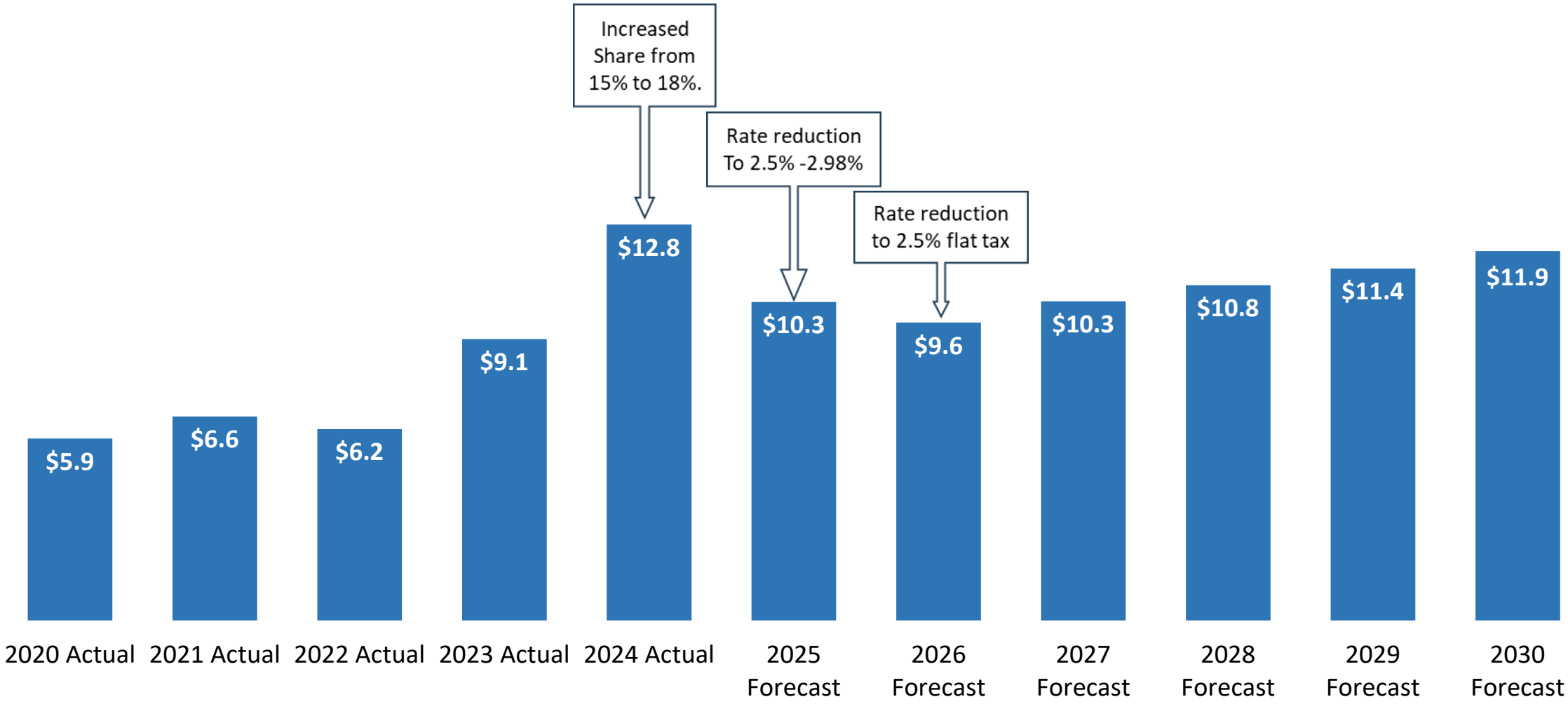
Tax Collection History

Town of Oro Valley



State Shared Income Tax

Town of Oro Valley



Options: $930,000 - $1,880,000/year for all three

Town of Oro Valley

Comparisons with other Tucson metropolitan communities

- Use Tax
  - $375,000 - $600,000 per year

	Marana	Sahuarita	Tucson	Oro Valley
Use Tax Purchases	2.50%	2.00%	2.60%	0.00%
Use Tax From Inventory	2.50%	2.00%	2.60%	0.00%

- Telecommunications Tax
  - $130,000 - $280,000 per year

	Marana	Sahuarita	Tucson	Oro Valley
Communications	4.00%	2.00%	2.60%	0.00%

- Commercial Rental Tax
  - $425,000 - $1,000,000 per year

	Marana	Sahuarita	Tucson	Oro Valley
Commercial Rental, Leasing, & Licensing for Use	2.50%	2.00%	2.60%	0.00%

Proposed to be Restricted Toward Capital

Town of Oro Valley

- Proposal – None of the additional revenue generated will be utilized for operational purposes unless it exceeds $1.88 million in annual collections

Questions?

Town of Oro Valley

Stormwater Proposed Fee Increase

Town of Oro Valley

Proposed Stormwater Fee

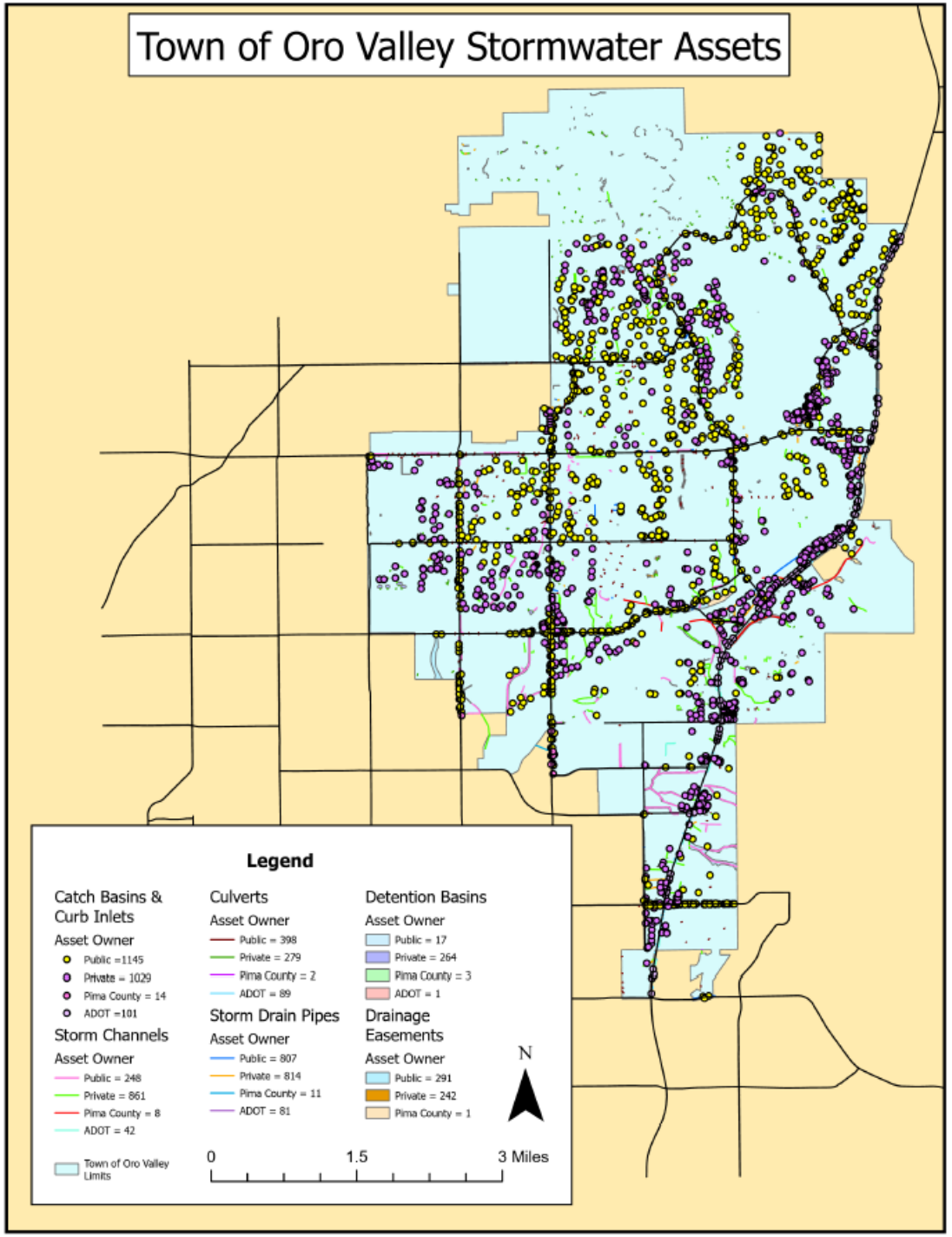
- Increase $2.00 per month from $4.50 to $6.50
- SFR Residents it's a flat $2.00 increase from $4.50 to $6.50 per month
- Commercial $6.50 per Equivalent Resident Unit (ERU)
  - ERU Consists of:
    - Roof Area
    - Concrete walks and decks
    - Concrete driveways
    - 4,000 sq. ft. = 1 ERU
- Although this is a 44% increase in fee, it has not been adjusted in over 9 years

- For context, simply looking at inflation alone:
  - Overall Inflation from 2016 to present is 33.94%
  - More specifically, construction industry inflation, as documented by Tradewinds Construction Cost Index is 62.50%
  - But none of the indices or publications matter in real life as we pay for construction commodities locally at this region's market cost:

Item	2016 Cost	Present Cost	Increase
Riprap	$80/CY	$120/CY	50%
Concrete	$108/CY	$190/CY	76%
Import Fill	$4/CY	$7/CY	75%

New Rate Provides

- Will provide $651,000 in additional revenue for:
- Meeting Community Expectations – repair failing or build new infrastructure projects as required
  - Currently heavily relying on Grants and PCRFCD– will create independence for TOV to not rely on outside funding
  - On big projects – will provide local match
- Some current projects of note:
  - Mutterers Wash Flood Wall
  - Catalina Ridge main channel improvements
  - Carmack Wash at Shadow Mountain Estates
  - 6th Fairway Wash erosion to Canada Hills Village 16
  - Highlands Wash local match
- Possible New Program Requirements



Background and History

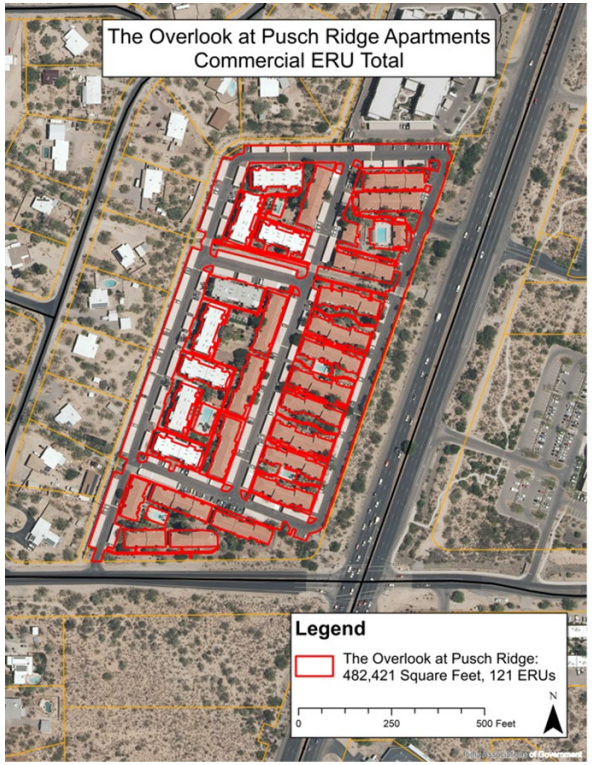
- Oro Valley Stormwater Codes (15.24) adopted in 2001 to address:
  - Environmental Protection Agency - National Pollutant Discharge Elimination System
  - Arizona Department of Environmental Quality designate Oro Valley as a Phase 2 Municipal Separate Storm Sewer System Community
- Stormwater Utility Commission volunteers developed the initial Stormwater Management Plan in 2003
  - Stormwater Utility and associated fee structure
- Oro Valley Floodplain and Erosion Hazard Management Codes (TC Chapter 17) adopted in 2005 to address:
  - Federal Emergency Management Agency - National Flood Insurance Program and Community Rating System
- First fee established for FY 2008 of $2.90 per ERU (Equivalent Residential Unit).
- In 2016 the Stormwater Utility Fee was increased to $4.50 to pay for various Federal and State required operational mandates

Activities Funded by Current Rate

- Local, Regional, State, and Federal coordination and permit compliance
- Hydrologic and Hydraulic design review and consultation
- Stormwater Pollution Prevention Plan review and inspection
- FEMA Floodplain Mapping and Management
- Geographic Information System asset inspection and management
- Construction planning, design, and management
- Drainage Operations and Maintenance
- Illicit Discharge Detection and Elimination
- Billing and Commission coordination
- Stormwater Management Plan
- Required Outreach

Fee Calculation for Commercial Applications

- Commercial at current rate: $4.50 per Equivalent Resident Unit (ERU)
- Example of Commercial Fee Calculation:
  - The Overlook at Pusch View Ridge Apartment Complex
  - GIS analysis - 482,421 square feet of impervious surface
  - 482,421/4,000 = 120.61 (round up to 121 ERU)
  - 121ERU x $4.50 = $544.50 per month



- Calculation example for new fee:
  - 121ERU x $6.50 = $786.50 per month

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Questions?

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Parks & Recreation Proposed Fee Increases

Town of Oro Valley

Areas of Proposed Increases

- **Memberships**
  - **Community & Recreation Center (CRC)**
    - Classic Memberships
    - Premium Memberships
  - **Oro Valley Aquatic Center (OVAC)**
  - **Archery Range**
- **Rentals**
  - **Fields**
  - **Archery Range**
  - **Ramadas**
  - **Lap Lanes (OVAC & CRC)**
  - **Steam Pump Ranch**
  - **Park Rates**
  - **Pickleball Courts**

Memberships

CRC MEMBERSHIPS

Membership	Current Resident Fee	Proposed Resident Fee	Current NR Fee	Proposed NR Fee
Established 2015 Classic Memberships				
Youth	$20.00	$20.00	$25.00	$30.00
Senior	$30.00	$35.00	$35.00	$45.00
Adult	$40.00	$45.00	$45.00	$55.00
Couple	$60.00	$70.00	$70.00	$90.00
Family	$70.00	$80.00	$80.00	$100.00
Drop-in	$5.00	$7.00	$5.00	$10.00
Family Drop-in	$14.00	$15.00	14.00	$20.00
Established 2015 Premium Memberships				
Youth	$25.00	$25.00	$30.00	$35.00
Senior	$50.00	$60.00	$55.00	$70.00
Adult	$60.00	$75.00	$65.00	$85.00
Couple	$75.00	$100.00	$85.00	$120.00
Family	$100.00	$130.00	$110.00	$150.00

OVAC & ARCHERY MEMBERSHIPS

Membership	Current Resident Fee	Proposed Resident Fee	Current NR Fee	Proposed NR Fee
Established 2013 OVAC Memberships				
Youth	$20.00	$20.00	$25.00	$30.00
Senior	$20.00	$25.00	$25.00	$35.00
Adult	$30.00	$35.00	$35.00	$45.00
Couple	$40.00	$45.00	$50.00	$65.00
Family	$60.00	$70.00	$70.00	$90.00
Drop-in	$5.00	$7.00	$5.00	$10.00
Family Drop-in	$14.00	$15.00	$14.00	$20.00
Established 2013 Archery Memberships				
Youth	$20.00	$20.00	$20.00	$30.00
Adult	$60.00	$75.00	$60.00	$85.00
Family	$135.00	$150.00	$135.00	$170.00
Drop-in	$5.00	$7.00	$5.00	$10.00

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Rentals - Fields, Archery Range, Ramada, Lap Lane & SPR

RENTALS		
Location	**Current Fee**	**Proposed Fee**
Established 1999 - FIELDS		
Res/Non-Profit Non-Peak Hourly Rate 6am – 5pm	$5.00	$12.00
NR/For Profit Non-Peak Hourly Rate 6am – 5pm	$10.00	$24.00
Res/Non-Profit Peak Hourly Rate 5pm – 10pm	$10.00	$12.00
NR/For profit Peak Hourly Rate 5pm – 10pm	$20.00	$24.00
Established 2014 - PARK AMENITIES		
Archery Range Facility Areas	$10.00	$20.00
Ramada Hourly Rate	$10.00	$15.00

RENTALS		
Location	**Current Fee**	**Proposed Fee**
Established 2013 - OVAC & CRC LAP LANES		
Short Course Lap Lane (OVAC & CRC) Res/Non-Profit	$6.00	$7.00
Short Course Lap Lane (OVAC & CRC) NR/For-Profit	$12.00	$14.00
Long Course Lap Lane (OVAC & CRC) Res/Non-Profit	$12.00	$14.00
Long Course Lap Lane (OVAC & CRC) NR/For-Profit	$24.00	$28.00
Established 2008 - SPR RESERVATIONS		
Private/non-profit Events	$175-1,500	$350-1,800
Public/for-profit Events	$225-2,200	$700-3,600

Event Fees & Pickleball Court Rentals

EVENT RENTALS			
Location	**Current Fee**	**Proposed Fee**	**Proposed NR Fee**
New - EVENTS			
Naranja Park Hourly rate	$410.00	$425.00	$625.00
Skate Park and Pump Track Hourly rate	NA	$200.00	$400.00
Naranja Park Full Day Rate	NA	$2,000.00	$4,000.00
Riverfront Park Hourly Rate	$95.00	$150.00	$250.00
Riverfront Park Full Day Rate	NA	$1,000.00	$2,000.00
JDK Park Hourly rate	$70.00	$300.00	$500.00
JDK Park Full Day Rate	NA	$2,000.00	$4,000.00
Short Course OVAC Hourly Rate per ln/hr	$6.00	$7.00	$14.00
Long Course OVAC Hourly Rate per ln/hr	$12.00	$14.00	$28.00
OVAC Special Event per day	$250.00	$350.00	$450.00
(Group) OVAC per ln/hr	$6.00	$7.00	$14.00
OVAC After Hours Rental 1-99	$350.00	$400.00	$500.00
OVAC After Hours Rental 100+	$500.00	$550.00	$650.00
OVAC Classroom/Ramada Rental	$150.00	$200.00	$200.00

PICKLEBALL COURT RENTALS			
Location	**Current Fee**	**Proposed Fee**	**Proposed NR Fee**
Established 2019 - CRC PICKLEBALL COURTS			
CRC Pickleball Courts Res/Non-Profit	$5.00	$10.00	$10.00
CRC Pickleball Courts NR/For-Profit	$10.00	$20.00	$20.00

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Parks and Recreation fee proposal summary

- **Residents receive the best pricing**

- **User groups have been contacted regarding the proposed fees**
  - **El Conquistador Tennis**
  - **Pusch Ridge Archers**
  - **OV Community & Recreation Center Advisory Group**
  - **OV Sports Alliance members**
  - **OV swim team organizations**

- **Fee increases will be utilized for future Capital ImprovementProjects**

Questions?

Town of Oro Valley

Next steps

- **Public engagement Zoom events**
  - **Parks and Recreation – July 9th**
  - **Finance new revenues – July 10th**
  - **Stormwater – July 15th**
- **Formal proposal recommendations in October**

PHASE 1	
STEP 1 – DEVELOPMENT by STAFF	April 4th
A. Draft Communications Outreach Plan • Explorer article • Print ads • Informational videos • Outreach to B&C, HOA and Community • Vista Newsletter • Parks & Rec Eblast • Social media • Website B. Assemble All Department Proposals • Parks and Recreation Fees • Stormwater Utility Fees • Other Revenue Sources C. Comprehensive Staff Report and PPT Presentation of A + B	
STEP 2 – STUDY SESSIONS	
A. Parks and Recreation Advisory Board	April 15th
B. Budget and Finance Commission	May 20th
C. Town Council	June 18th
PHASE 2	
STEP 3 – COMMUNITY ENGAGEMENT ZOOM EVENTS	
A. Parks & Rec	July 9th
B. Other Revenues	July 10th
C. Stormwater	July 15th
PHASE 3	
STEP 4 – B&C RECOMMENDATIONS	
A. Stormwater Utility Commission	July 31st *
B. Parks and Recreation Advisory Board	September 9th
C. Budget and Finance Commission	September 16th
STEP 5 – COUNCIL STUDY SESSION	October 1st
STEP 6 – COUNCIL DECISION	October 15th
Public Hearing: Discussion and possible action on the following items: A. Issue "Notice of Intent" to raise Stormwater rate B. Increase Parks and Recreation fees C. Adopt proposed taxes	
STEP 7 – COUNCIL DECISION	January 2026
Public Hearing: Discussion and Possible action to raise Stormwater rate	

* Tentative