

**AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
November 5, 2014
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SWEARING IN OF NEWLY ELECTED MAYOR AND COUNCILMEMBERS

COUNCIL REPORTS

UPCOMING MEETING ANNOUNCEMENTS

DEPARTMENT REPORTS

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

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

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. Introduction of Youth Advisory Council Members

**CONSENT AGENDA
(Consideration and/or possible action)**

- A. Minutes - October 15, 2014
- B. Request for approval of a two year extension for the Big Horn Commerce Center Development Plan located at the southeast corner of Oracle Road and Ram's Field Pass
- C. Resolution No. (R)14-56, authorizing and approving the Arizona Mutual Aid Compact between the Town of Oro Valley and the Arizona Department of Emergency and Military Affairs

REGULAR AGENDA

1. RECONSIDERATION OF THE OCTOBER 1, 2014, CONDITION OF APPROVAL OF ORDINANCE NO. (O)14-03, SPECIFICALLY THE CONDITION THAT THERE BE SUBSTANTIAL COMPLETION OF PARK AMENITIES BEFORE GRADING PERMITS SHALL BE ISSUED
2. DISCUSSION AND POSSIBLE DIRECTION IN REGARD TO AMENDING ZONING CODE SECTION 22.15(F), ENTITLED, NEIGHBORHOOD MEETING REQUIREMENTS

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

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

ADJOURNMENT

POSTED: 10/29/14 at 5:00 p.m. by ms

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

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

INSTRUCTIONS TO SPEAKERS

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

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

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

1. For the record, please state your name and whether or not you are a Town resident.
2. Speak only on the issue currently being discussed by Council. Please organize your speech, you will only be allowed to address the Council once regarding the topic being discussed.

3. Please limit your comments to 3 minutes.
4. During "Call to Audience" you may address the Council on any issue you wish.
5. Any member of the public speaking must speak in a courteous and respectful manner to those present.

Thank you for your cooperation.



Town Council Regular Session

Item # 4.

Meeting Date: 11/05/2014
Submitted By: Julie Bower, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

SWEARING IN OF NEWLY ELECTED MAYOR AND COUNCILMEMBERS

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

At the regular meeting on September 3, 2014, Council adopted the Official Canvass of the Vote for the August 26, 2014, Primary Election at which all four (4) incumbents were re-elected. The Oath of Office will be administered by the Town Clerk to Mayor Hiremath, Councilmember Joe Hornat, Councilmember Mary Snider and Vice Mayor Lou Waters. The four-year terms are effective November 5, 2014, through November 7, 2018.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A



Town Council Regular Session

Item # 1.

Meeting Date: 11/05/2014
Introduction of Youth Advisory Council Members

Information

Subject
Introduction of Youth Advisory Council Members

Summary



Town Council Regular Session

Item # A.

Meeting Date: 11/05/2014

Requested by: Julie Bower **Submitted By:** Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - October 15, 2014

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 October 15, 2014 minutes.

Attachments

10/15/14 Draft Minutes

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
October 15, 2014
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

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

ROLL CALL

PRESENT:

Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Brendan Burns, Councilmember
Bill Garner, Councilmember (Attended by telephone)
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

EXECUTIVE SESSION - Pursuant to A.R.S. 38-431.03(A)(3) to receive legal advice pertaining to the Town's response to the Securities and Exchange Commission's (SEC) municipal continuing disclosure initiative and pursuant to A.R.S. 38-431.03(A)(7) for the purpose of discussing the purchase or lease of real property.

MOTION: A motion was made by Councilmember Zinkin and seconded by Vice Mayor Waters to go into into Executive Session at 5:01 p.m. pursuant to A.R.S. 38-431.03(A)(3) to receive legal advice pertaining to the Town's response to the Securities and Exchange Commission's (SEC) municipal continuing disclosure initiative and pursuant to A.R.S. 38-431.03(A)(7) for the purpose of discussing the purchase or lease of real property.

MOTION carried, 7-0.

Mayor Hiremath said the following individuals would join Council in Executive Session: Town Manager Greg Caton, Town Attorney Kelly Schwab, Town Clerk Julie Bower, Finance Director Stacey Lemos, the Town's Bond Counsel and the Parks and Recreation Director Kristy Diaz-Trahan.

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Mayor Hiremath reconvened the meeting at 6:29 p.m.

ROLL CALL

PRESENT: Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Brendan Burns, Councilmember
Bill Garner, Councilmember (Attended by telephone)
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

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

COUNCIL REPORTS

- **Spotlight on Youth**

Councilmember Snider recognized Reagan Whiteman, 8th Grader at Wilson K-8, for her extraordinary achievements.

Councilmember Hornat reported that he attended the Tucson Meet Yourself event this past weekend and said the event was scheduled to come to the Town of Oro Valley in March, 2015.

DEPARTMENT REPORTS

No reports were received.

ORDER OF BUSINESS

Mayor Hiremath said the agenda would stand as posted.

CALL TO AUDIENCE

Oro Valley resident Donald Bristow spoke about a wall sign at L.A. Fitness that was excessively bright and urged Council to address the loopholes in the exterior sign lighting codes.

Oro Valley resident Barry Gillaspie spoke in support of Proposition 415 which would expand and improve the Pima Animal Care Center.

Oro Valley resident Bill Adler spoke about zoning designations and the importance for staff to correct inaccurate information presented by applicants at Town meetings.

Vice Mayor Waters directed staff to look at the illuminated sign code to address concerns regarding excessively bright signs at night.

PRESENTATIONS

1. Proclamation - Rosalyn Glickman Day

Mayor Hiremath proclaimed October 18, 2014 as Rosalyn Glickman Day.

Charles Glickman thanked Council and Staff for their efforts in developing a proclamation to honor his wife, Rosalyn Glickman.

2. Proclamation - Arizona Cities and Towns Week

Mayor Hiremath proclaimed the week of October 19th - 25th as Arizona Cities and Towns week.

CONSENT AGENDA

Councilmember Hornat requested that item (A) be removed from the Consent Agenda for discussion.

- B. Fiscal Year 2014/2015 Financial Update through August 2014
- C. Reappointment to the Corrections Officers Retirement Plan (CORP) Local Board
- D. ~~*Request for approval of a Final Plat for Block 4 of the Maracay at Vistoso subdivision, located northeast of the Pebble Creek Drive and La Canada Drive intersection (Removed from agenda on 10/14/14 at 3:00 p.m.)~~
- E. Resolution No. (R)14-55, authorizing and approving an Agreement for Service between the Town of Oro Valley and the Pima Association of Governments for a Summer Youth Transportation Art program

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to approve Consent Agenda items (B)-(C) and (E).

MOTION carried, 7-0.

A. Minutes - October 1, 2014

Councilmember Hornat requested the following correction to the minutes regarding item #6b, Attachment 3, 4(a) and 4(b): replace the word "OR" with "AND".

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Zinkin to approve the October 1, 2014 minutes as amended.

MOTION carried, 7-0.

REGULAR AGENDA

1. DISCUSSION & POSSIBLE DIRECTION: ORDINANCE AMENDING THE MODIFIED REVIEW PROCESS

Interim Planning Manager Bayer Vella gave an overview of item #1.

Discussion ensued amongst Council regarding amending the Modified Review Process.

The following individual spoke in support of item #1.

Rory Juneman, representative for Lazarus, Silvyn & Bangs, P.C.

Council directed staff to prepare an ordinance regarding amendments to the Modified Review Process.

2. MOTION FOR RECONSIDERATION OF THE OCTOBER 1, 2014, CONDITION OF APPROVAL OF ORDINANCE NO. (O)14-13, SPECIFICALLY THE CONDITION THAT THERE BE SUBSTANTIAL COMPLETION OF PARK AMENITIES BEFORE GRADING PERMITS SHALL BE ISSUED

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Burns to approve the reconsideration of the October 1, 2014, condition of approval of Ordinance No. (O)14-13, specifically that no grading permit be issued until substantial completion of park amenities and that the item be placed on the November 5, 2014, Council meeting agenda.

MOTION carried, 7-0.

3. DISCUSSION AND POSSIBLE ACTION TO INITIATE THE 60-DAY PUBLIC NOTICE PROCESS FOR A FUTURE DISCUSSION REGARDING REVENUE OPTIONS

Discussion ensued amongst Council and staff regarding the various revenue options that were available.

MOTION: A motion was made by Councilmember Zinkin and seconded by Vice Mayor Waters to approve the initiation of the 60-day public notice process to discuss the

following tax revenue options:

1. Sales tax
 - Bed tax
 - Restaurant/Bar tax
 - Retail Sales tax
2. Commercial property rental tax
3. Residential rental tax

MOTION carried, 7-0.

FUTURE AGENDA ITEMS

No future agenda items were requested.

CALL TO AUDIENCE

No comments were received.

ADJOURNMENT

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to adjourn the meeting at 7:12 p.m.

MOTION carried, 7-0.

Prepared by:

Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 15th day of October, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2014.

Julie K. Bower, MMC
Town Clerk



Town Council Regular Session

Item # **B.**

Meeting Date: 11/05/2014
Requested by: Patty Hayes
Submitted By: Patty Hayes, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Request for approval of a two year extension for the Big Horn Commerce Center Development Plan located at the southeast corner of Oracle Road and Ram's Field Pass

RECOMMENDATION:

Staff recommends approval of the 2 year extension to September 19, 2016, with a condition requiring the Development Plan to be revised as necessary to meet current codes and ordinances prior to permit issuance.

EXECUTIVE SUMMARY:

The applicant has requested a two year extension of the Development Plan for the proposed commercial project, Big Horn Commerce Center (Attachment 1), to maintain the project in a shovel ready condition. The Development Plan was originally approved by Town Council in March 2006 and planned to be developed in two phases for general retail and restaurant uses. To date, there has been no development of the site (Attachment 2). A copy of the approved Development Plan is attached for your reference (Attachment 3).

BACKGROUND OR DETAILED INFORMATION:

The Zoning Code provides that a Development Plan shall expire and become null and void after 2 years if building permits have not been issued. An extension of the development approval of up to 2 years may be granted by the Town Council if the applicant files for the extension prior to expiration of the approval.

The original Development Plan was approved in 2006. Time extensions have been granted by Town Council from 2008 to present, with the last extension due to expire September 19, 2014. The applicant's request was received on September 15, 2014, prior to the expiration of the Development Plan. The applicant's letter (Attachment 1) describes the basis for requesting another time extension, which is to allow the project to remain shovel ready for development.

The applicant was informed through prior time extension approvals that current Zoning Code standards will be applied to the Development Plan when a time extension is granted. Those standards will include but are not limited to landscaping, rainwater harvesting, public art and site improvements. A condition has been included requiring the Development Plan to be revised as necessary to meet current codes and ordinances prior to permit issuance.

Site Conditions:

- 3.26 acre site is currently undeveloped land.
- The site is zoned C-1 Commercial.
- Access to this site is from both Oracle Road and Ram's Field Pass.

Approvals to Date:

- 2004: Town Council approved a General Plan Amendment from Commerce Office Park to Commercial
- 2005: Town Council approved rezoning from Technological Park to C-1
- 2006: Town Council approved Development Plan
- 2008 to 2012: Development Plan time extensions approved

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the request for a two year extension of the Big Horn Commerce Center Development Plan to September 19, 2016, subject to the condition that the Development Plan shall be revised as necessary to meet current codes and ordinances prior to permit issuance.

OR

I MOVE to deny the request for a two year extension of the Big Horn Commerce Center Development Plan finding that _____.

Attachments

Applicants Time Extension Request

Location Map

Development Plan

SEP 15 2014

BIGHORN COMMERCE CENTER LLC

September 10, 2014

Honorable Mayor and Council Members
Town of Oro Valley
11000 N. La Canada Drive
Oro Valley, AZ 85737

SEP 15 2014

BY:

Re: Development Plan Extension Request
OV12-05-23

Dear Town Officials:

Bighorn Commerce Center LLC, respectfully request that the Oro Valley Town Council
Extend the approved Development Plans; OV12-05-23 for a period of two (2) years.

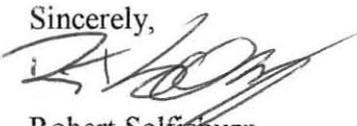
This time extension allows this project to **remain shovel ready** for immediate development. It is the Owner's desire to obtain sufficient leasing and finance commitments to begin design and construction of Phase I approx. 8,000 – 12,000 SF Retail Center in accordance with the approved Development Plan.

The Owner's recently completed a traffic light analysis provided to ADOT and Town of Oro Valley. This report concluded that sufficient signal warrants would be met at or near post development. In addition, the owners have signed a private development agreement with HSL Properties to share all future costs to construct signal once approved by ADOT.

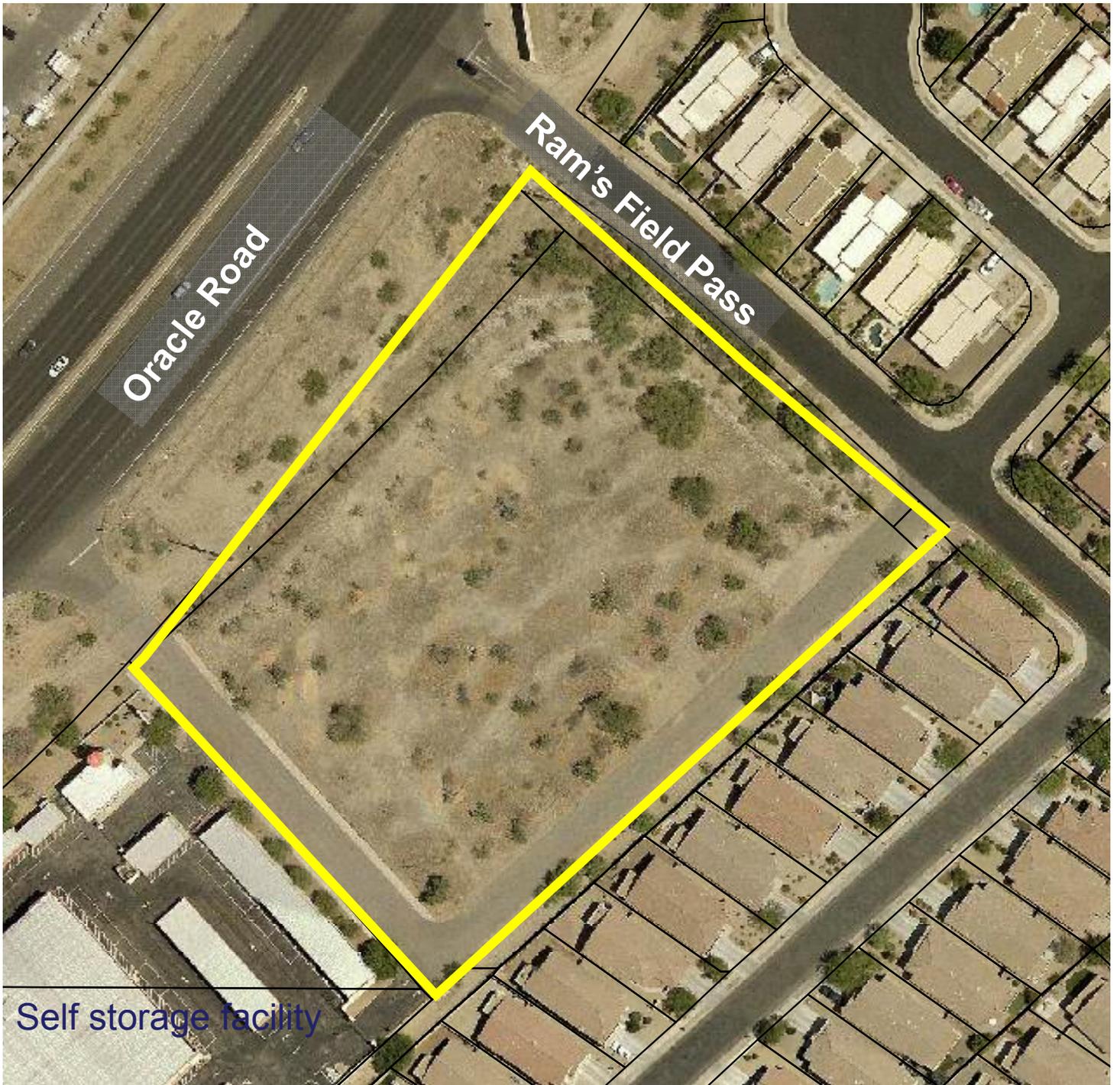
The current Development Plan meets OVZCR requirements and all applicable 2020 policies. All grading and paving plans are approved this property.

The owner's of Bighorn Commerce Center appreciates your support for this time extension request.

Sincerely,



Robert Solisburg
Managing Partner



Self storage facility



Location Map with Aerial
Big Horn Commerce Center (OV1205-23G)
Attachment 2

GENERAL NOTES

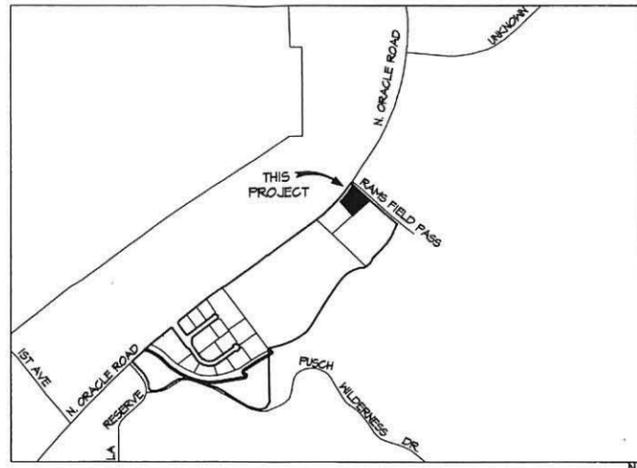
- GROSS AREA OF DEVELOPMENT IS 3.294 ACRES NET BUILDING AREA = 21,905.42 SF.
- ZONING C-1
- BUILDING GROSS SQUARE FOOTAGE = 24,029 SF.
- PARKING REQUIREMENTS: REFER TO SHEET 2 OF 2 FOR CALC. RESTAURANT = 6,000 SF/100 = 60 GENERAL RETAIL = 22,889 SF/250 = 91.54 TOTAL PARKING REQUIRED = 152 SPACES TOTAL PARKING PROVIDED = 152 SPACES ON SITE STANDARD PARKING SPACES MEASURE 9'X20' MIN. COMPACT PARKING SPACES MEASURE 8'X16' HANDICAPPED PARKING SPACES MEASURE 15'X20' FOR ONE SPACE, 2'X20' FOR TWO ADJACENT PARKING SPACES. PARKING SPACES WILL NOT ENCRUMB UPON A REQUIRED LANDSCAPE BUFFER/YARD. PARKING SPACE ENCRUMBING UPON A SIDEWALK WILL HAVE A MINIMUM 4' CLEARANCE BETWEEN THE OVERHANG AND THE END OF THE SIDEWALK FOR PEDESTRIANS.
- PROPERTY DEVELOPMENT STANDARDS C-1 COMMERCIAL DISTRICT FLOOR AREA RATIO: 20.4% - OPEN SPACE = 33.50% - TOTAL GROSS FLOOR AREA < .25 NET LOT AREA BUILDING VOLUME RATIO - OPEN SPACE = 47,226 SF. = 33.50% NET LOT AREA - AGGREGATE AREA OF THE BUILDINGS = 20.4% NET LOT AREA - THE GROSS FLOOR AREA OF ANY ONE STRUCTURE DOES NOT EXCEED 15,000 SF. BUILDINGS HEIGHT = 25 FT. TOTAL OPEN SPACE PROVIDED = 47,226 SF. CROSSED OUT PER HERB SUDDUTH, 10/03/2007.
- BASIS OF BEARINGS THE BEARING OF S47°29'32"E ALONG THE CENTERLINE OF RAMS FIELD PASS ROAD, AS SHOWN IN ALTA SURVEY BY DAVID L. PUTT, RLS 15014, ENTITLED "ALTA/ACSM LAND TITLE SURVEY, PORTIONS OF SECTIONS 5 & 8, T12S, R14E, G4SRM, PIMA COUNTY, ARIZONA", DATED JULY 29, 2002.
- ELEVATION DATUM A 3" ALUMINUM DISK ON EAST BARRIER HALL APPROXIMATELY 24' ABOVE ROADWAY AT THE SOUTHEAST CORNER OF THE ORACLE ROAD BRIDGE OVER THE CANYON DEL ORO WASH. PIMA COUNTY BENCHMARK (NAVD 88) ELEVATION = 2652.01 FEET.
- NOTE: THE BOUNDARY AS SHOWN HAS RE-ESTABLISHED USING THE ALTA SURVEY COMPLETED BY DAVID PUTT, RLS 15014, DATED JULY 23, 2002, AND CONDITION OF TITLE AMENDMENT #0005022-7 BY FIDELITY NATIONAL TITLE AGENCY, WITH AN EFFECTIVE DATE OF JANUARY 27, 2004.
- DEVELOPER WILL COVENANT TO HOLD TOWN OF ORO VALLEY, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
- DRAINAGE WILL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE ORO VALLEY TOWN COUNCIL.
- PROPERTY'S ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS AND COMMON AREAS.
- DEVELOPMENT PLANS WILL BE SUBMITTED FOR COMMERCIAL LOTS OR PADS PRIOR TO ISSUANCE OF ANY PERMITS BY THE TOWN ENGINEER AND/OR BUILDING OFFICIAL.
- ANY RELOCATION, MODIFICATION, ETC. OF EXISTING UTILITIES AND/OR IMPROVEMENTS REQUIRED BY THIS DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
- ON-SITE SANITARY SEWERS WILL BE PRIVATE AND WILL BE CONSTRUCTED, OPERATED AND MAINTAINED ON A PRIVATE BASIS. THE LOCATION AND METHOD ON CONNECTION TO AN EXISTING PUBLIC SANITARY SEWER IS SUBJECT TO REVIEW AND APPROVAL BY THE PIMA COUNTY WASTEWATER MANAGEMENT DEPARTMENT AT THE TIME OF SUBMITTAL OF PLUMBING OR BUILDING PLANS.
- ANY WASTEWATER DISCHARGED INTO THE PUBLIC SANITARY SEWERAGE SYSTEM SHALL MEET THE REQUIREMENTS OF THE INDUSTRIAL WASTE ORDINANCE (PIMA COUNTY ORDINANCE NO. 1911-10, AS AMENDED).
- FLOODPLAINS ARE NOT TO BE ALTERED OR FILLED.
- THE WATER COMPANY THAT WILL SERVICE THIS DEVELOPMENT IS METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT.
- ASSESSORS TAX PARCEL IS # 220-04-0104 #220-04-0104 (PORTION)
- NO LIGHT POLES SHALL BE INSTALLED ALONG THE EASTERN PARKING BAY AGAINST THE RESIDENTIAL GROUND LIGHTING TO BE PROVIDED.
- ALL TRASH ENCLOSURES AND LOADING ZONES TO BE COMPLETELY SCREENED FROM THE ADJACENT RESIDENTIAL USES.
- APPROVED IMPROVED PLANS AND APPROVED ASSURANCES WILL BE REQUIRED PRIOR TO ISSUANCE OF GRADING PERMITS.
- THE PROPERTY OWNER, HIS SUCCESSORS OR ASSIGNS AGREE TO 1) KEEP ALL REQUIRED LANDSCAPED AREAS MAINTAINED IN A NEED FREE, TRASH FREE CONDITION, 2) REPLACE ANY DEAD PLANT MATERIALS WITHIN 90 DAYS, AND 3) MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER.
- THE APPROVAL OF THIS DEVELOPMENT PLAN SHALL BE EFFECTIVE FOR TWO YEARS AFTER THE DATE OF APPROVAL.
- DESIGN SPEED DOES NOT APPLY ON SITE. RAMS FIELD PASS DESIGN VEHICLE IS 9U-30, MINIMUM DESIGN SPEED OF 15 MPH.
- THE DEVELOPER SHALL PAY A FAIR SHARE FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF ORACLE ROAD AND RAMS FIELD PASS.
- NOTIFY BLUE STAKE 48 HOURS PRIOR TO CONSTRUCTION TO ESTABLISH THE EXISTING NATURAL GAS FACILITIES LOCATED IN ADJACENT ROAD.

LEGEND

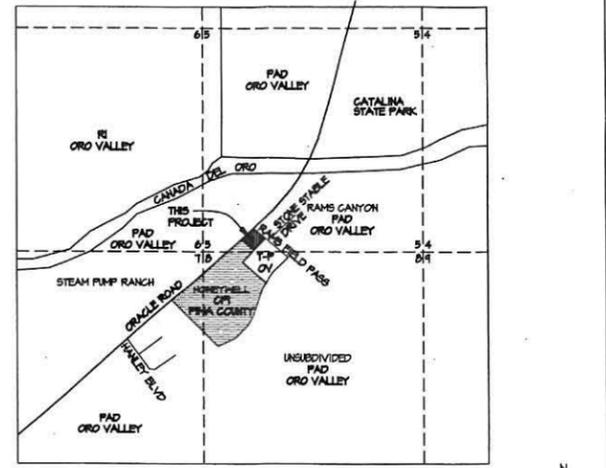
- BUILDING ROOF OUTLINE
- RETAINING WALL
- LANDSCAPE WALL
- (E) FENCE
- SIDEWALK/PATIO
- DECORATIVE CONCRETE
- PROP. LINE
- (E) WATER LINE
- (E) PUBLIC SEWER
- PRIVATE SEWER LINE
- (E) SHH SEWER MANHOLE
- GAS METER
- SEWER CLEANOUT
- GAS LINE
- TOP OF PARAPET
- WATER METER
- SANITARY SEWER MANHOLE
- TELEPHONE FEDESTAL
- GUY WIRE
- FOUND BRASS CAP
- POWER POLE
- WATER VALVE
- FOUND MONUMENT AS NOTED
- TELEPHONE PANEL
- SIGN
- CORNER NOT FOUND - SET 1/2" REBAR, RLS 21615

GRADING/UTILITY PLANS

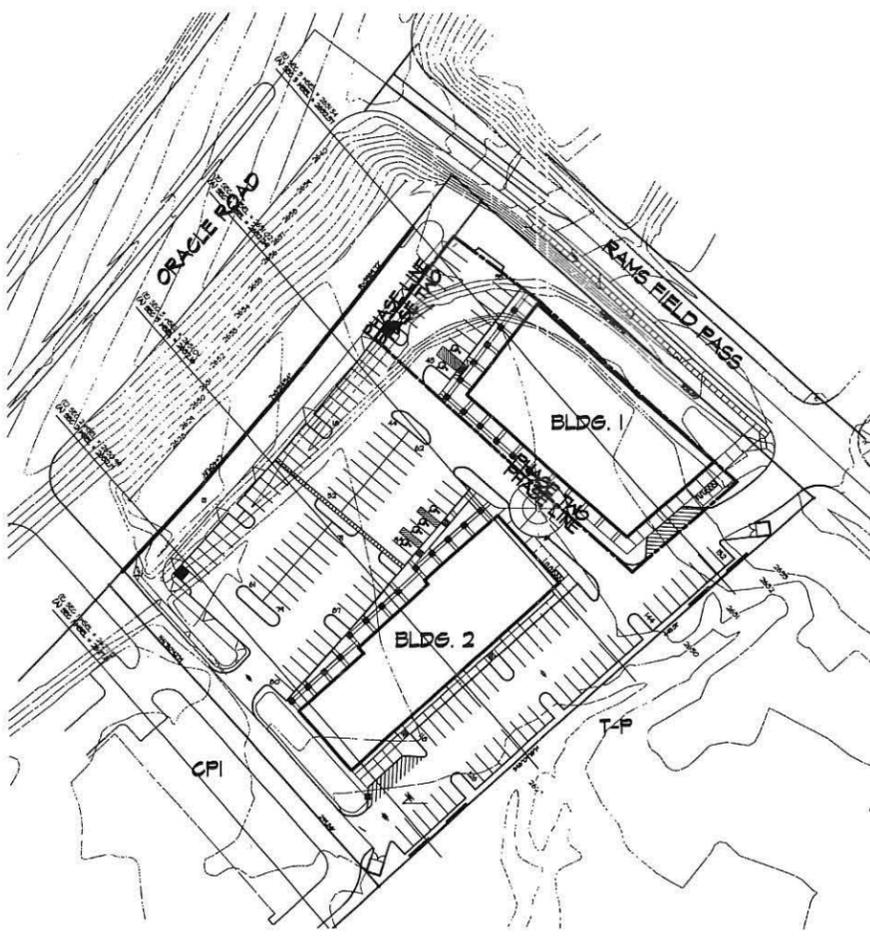
	EXISTING	PROPOSED
TOP OF HALL ELEVATION		T/H
BOTTOM OF HALL ELEVATION		B/H
GUTTER ELEVATION		G/G
GRADE BREAK		G/B
CURB		C
HIGH POINT		H/P
LOW POINT		L/P
GRATE ELEVATION		G/R
FINISH GRADE		FG=254.67
FINISH FLOOR ELEVATION		FFE=255.17
SPOT ELEV. BY AERIAL SURVEY		2872.6
FOUND SURVEY MONUMENT		Y
SLOPE INDICATOR		Y
RETAINING WALL		
FLOW LINE		
DIRECTION OF FLOW		
PATIO HALL		
ROCK RIP-RAP		
STORM DRAIN PIPE		
STORM DRAIN MANHOLE		
CATCH BASIN W/ CURB		
CATCH BASIN W/ APRON		
CATCH BASIN NO APRON		
CORRUGATED METAL PIPE		
GRADE BREAK LINE		
ASPHALT PAVEMENT		
EXIST. PUBLIC SEWER LINE		
6" PVC PRIVATE SEWER LINE		



LOCATION MAP
A PORTION OF SECTIONS 5 & 8, T-12-S, R-14-E, G4SRM
SCALE: 1" = 5 MILE



VICINITY MAP
A PORTION OF SECTIONS 5 & 8, T-12-S, R-14-E, G4SRM
SCALE: 1" = 1 MILE



OVERALL SITE PLAN
CONTOUR INTERVAL = 1 FOOT
SCALE: 1" = 60'-0"

TOWN OF ORO VALLEY
PROJ#: OV1205-23
ZONE: C - 1
Adm. Address:
11278 N. ORACLE RD

(Signature) (C.C. Patel, PE) 08-14-07 DATE
PIMA COUNTY WASTEWATER MANAGEMENT DEPARTMENT

(Signature) KATHRYN E. GIVELIER 9-19-07 DATE
KATHRYN E. GIVELIER
I, KATHRYN E. GIVELIER, CMC, TOWN CLERK, TOWN OF ORO VALLEY, AZ, HEREBY CERTIFY THAT THIS IS THE TRUE AND CORRECT DEVELOPMENT PLAN AS APPROVED BY THE ORO VALLEY COUNCIL ON 03-01-2006.

SHEET INDEX

- COVER SHEET / OVERALL SITE - DEV. PLAN
- DEVELOPMENT PLAN

LEGAL DESCRIPTION

PARCELS 220-04-0104 & A PORTION OF 220-04-0104 A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 12 SOUTH, RANGE 14 EAST, 6E1A AND SALT RIVER WATERSHED, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, BEING A FOUND 2-INCH ALUMINUM CAPPED PIPE, THENCE S 84°30'21" E ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 840.59 FEET TO THE EAST RIGHT-OF-WAY LINE OF ORACLE ROAD (TUCSON-FLORENCE HIGHWAY), BEING A POINT ON A CURVE, CONCAVE TO THE NORTHWEST, WITH A RADIAL BEARING WHICH BEARS N 87°05'21" W, THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 514.12 FEET AND A CENTRAL ANGLE OF 4°34'58" FOR AN ARC DISTANCE OF 256.52 FEET TO A FOUND NAIL, TAGGED "RLS 34854" BEING THE TRUE POINT OF BEGINNING, THENCE N 41°30'42" W, A DISTANCE OF 6.25 FEET TO A SET "PK" NAIL AND WASTER, TAGGED "RLS 24915", BEING ON SAID EAST RIGHT-OF-WAY LINE OF ORACLE ROAD AND A POINT ON A CURVE, CONCAVE TO THE NORTHWEST, WITH A RADIAL BEARING WHICH BEARS N 47°10'53" W, THENCE ALONG SAID CURVE AND RIGHT-OF-WAY, TO THE LEFT, HAVING A RADIUS OF 2464.72 FEET AND A CENTRAL ANGLE OF 3°54'51" FOR AN ARC DISTANCE OF 448.91 FEET TO A SET 1/2-INCH REBAR, TAGGED "RLS 24915", THENCE S 48°09'11" E, A DISTANCE OF 567.48 FEET TO A SET 1/2-INCH REBAR, TAGGED "RLS 24915", THENCE S 48°09'18" W, A DISTANCE OF 448.91 FEET TO A SET 1/2-INCH REBAR, TAGGED "RLS 24915", THENCE N 41°30'42" W, A DISTANCE OF 294.60 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 5.294 ACRES.

PROJECT PHASING

- PHASE 1 - 4TH QUARTER OF 2005- 10 MONTHS CONSTRUCTION
- PHASE 2 - 1ST QUARTER OF 2007- 6 MONTHS CONSTRUCTION

OWNER/ APPLICANT

BIG HORN CENTER, LLC.
BOB SOLFISBURG
6650 NORTH ORACLE ROAD
TUCSON, AZ 85704

PREPARED BY

SAKELLAR ASSOCIATES, ARCH. & PLANNERS
C.N. DINO SAKELLAR, AIA
100 EAST 6TH STREET
TUCSON, AZ 85705

BIG HORN COMMERCE CENTER

A PORTION OF SECTIONS 5 & 8, T-12-S, R-14-E, G4SRM+M TOWN OF ORO VALLEY, PIMA COUNTY ARIZONA ZONING C-1 COMMERCIAL DISTRICT SCALE 1" = 60'-0" 1 FT. CONTOUR INTERVAL DATE: 10/20/2005 OV CASE NUMBER: OV12-05-23



ORACLE RD./RAMS FIELD PASS RD.
TUCSON, AZ 85704

LOCATION MAP

Sakellar Associates
ARCHITECTS AND PLANNERS, INC.



100 EAST SIXTH STREET TUCSON, AZ 85705
PHONE: (520) 622-4666 FAX: 624-4932
EMAIL: WWS@SAKELLAR.COM

CONSULTANT:
DMA ENGINEERING, LLC.
650 E. LINDA VISTA ORO VALLEY, AZ 85715
PHONE: (520) 932-4256
dmaengineer@comcast.net

REVISIONS:

DEVELOPMENT PLAN

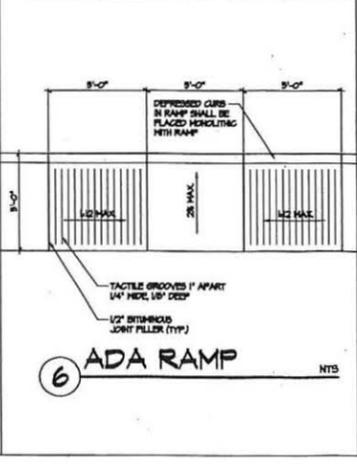
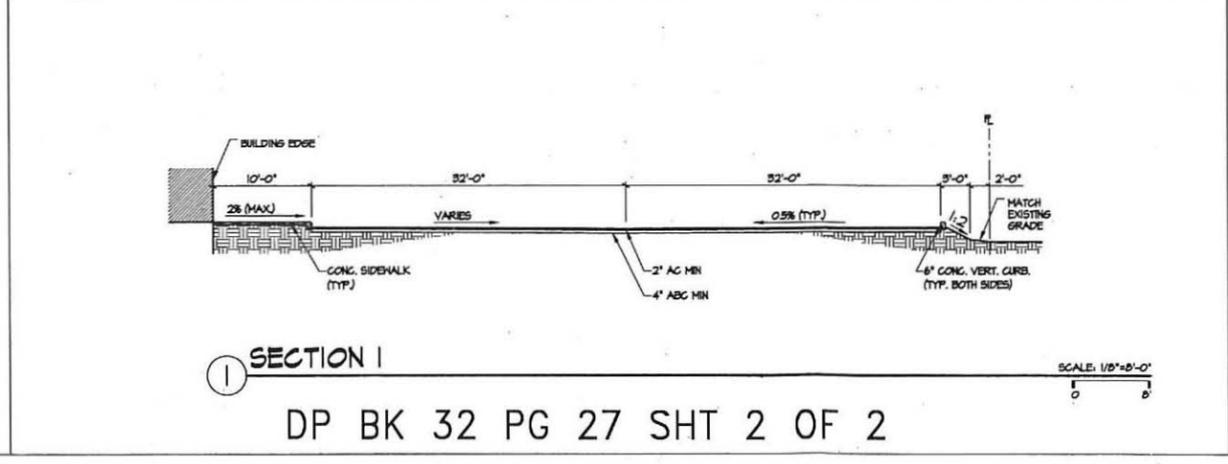
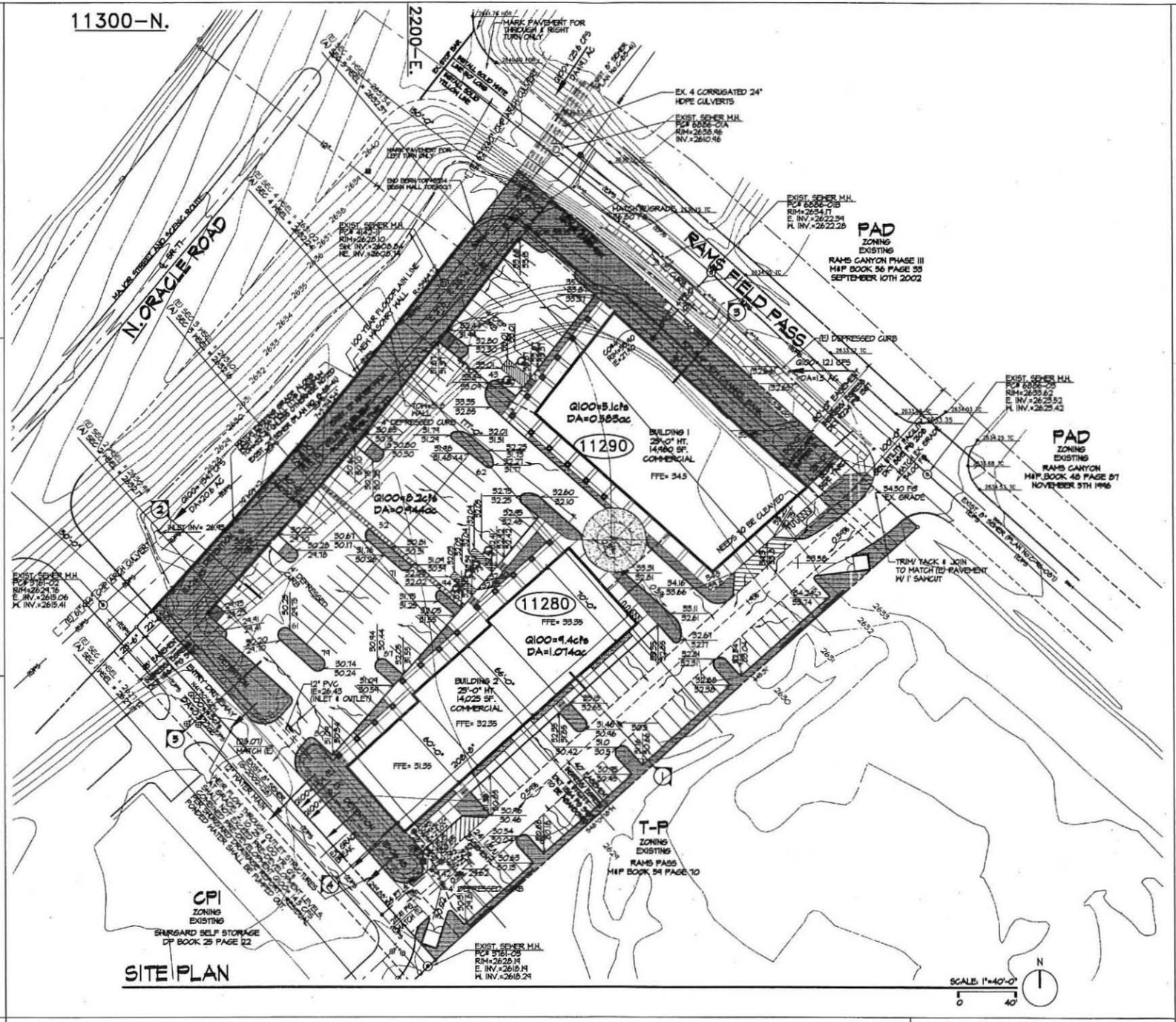
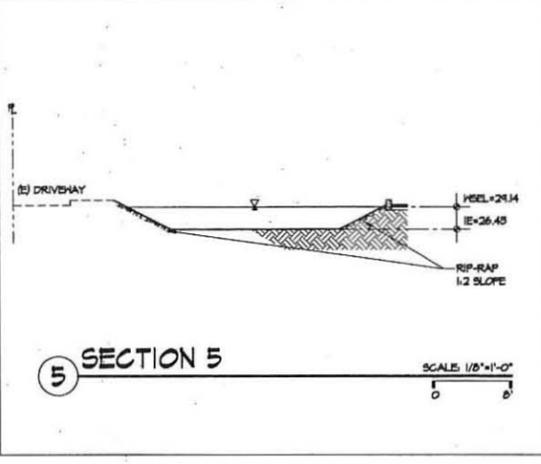
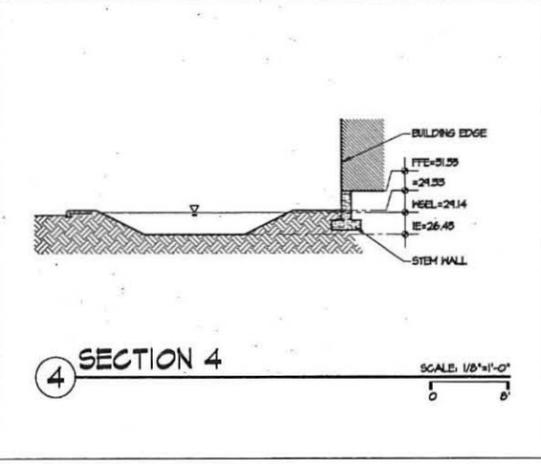
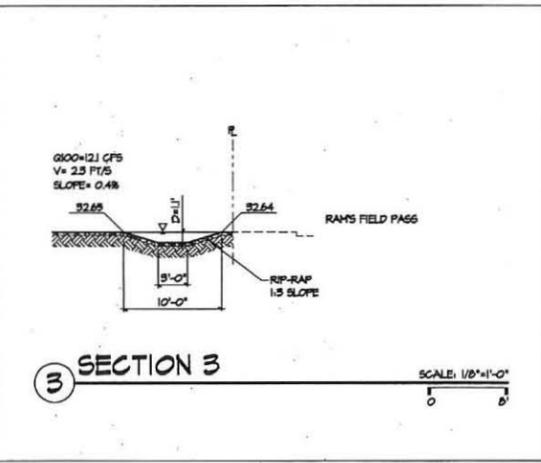
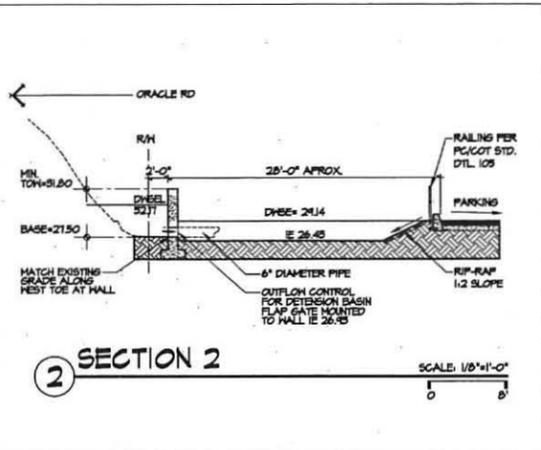
DATE: 4/21/2006
JOB No.: 0402
DRAWN BY: CDA, ECF
CHECKED BY: CHS

COVER

DP-101
1 OF 2

CROSS-REFERENCE No.
Col2-83-08 P1299-056

ORO VALLEY CASE No.
OV12-05-23



OPEN AREA CALCULATIONS
 SITE: 141,824.00 SQ.FT. = 100%
 OPEN AREA: 41,226.00 SQ.FT. = 29.10%
 CONSTRUCTION: 28,488 SQ.FT.

PARKING CALCULATIONS
 BASED ON BUILDING FOOTPRINT
 ACTUAL USAGE PER OCCUPIED SPACE TO BE DETERMINED.

	GROSS SF.	PARK/ SF.	TOTAL
RESTAURANT	6,000 SF.	10/1,000 SF.	60
GENERAL RETAIL	22,488 SF.	4/1,000 SF.	91.94
TOTAL PARKING REQUIRED			152

TOTAL PARKING PROVIDED = 152
 REG'D. MIN. NUMBER OF ACCESSIBLE SPACES: 152 / 50 = 3
 ADA SPACES PROVIDED = 3 SPACES
 (6 STAND. ADA & 2 ADA VAN ACCESSIBLE)

BICYCLE PARKING
 PROVIDE:
 153 / 15 = 10.20 SPACES
 50% CLASS I = 5
 50% CLASS II = 5 The Class II bicycle parking shall be of inverted U type.

LOADING SPACES REQUIRED
 TOTAL SF = 29,025 COMMERCIAL LOW INTENSITY
 REQUIRED: 2
 PROVIDED: 2

LEGAL DESCRIPTION
 PARCELS 220-04-0104 & A PORTION OF 220-04-0101 A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 12 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MESAVAL PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, BEING A FOUND 2-INCH ALUMINUM GAPPED PIPE, THENCE S 84°59'21" E. ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 840.58 FEET TO THE EAST RIGHT-OF-WAY LINE OF ORACLE ROAD (TUCSON-FLORENCE HIGHWAY), BEING A POINT ON A CURVE, CONCAVE TO THE NORTHWEST, WITH A RADIAL BEARING WHICH BEARS N 57°05'11" E. THENCE ALONG SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 594.12 FEET AND A CENTRAL ANGLE OF 4°54'58" FOR AN ARC DISTANCE OF 596.92 FEET TO A FOUND NAIL, TAGGED "RLS 24015", BEING THE TREE POINT OF BEGINNING, THENCE N 41°50'42" W, A DISTANCE OF 6.35 FEET TO A SET "PK" NAIL AND WAGON, TAGGED "RLS 24015", BEING ON SAID EAST RIGHT-OF-WAY LINE OF ORACLE ROAD AND A POINT ON A CURVE, CONCAVE TO THE NORTHWEST, WITH A RADIAL BEARING WHICH BEARS N 41°05'51" E. THENCE ALONG SAID CURVE AND RIGHT-OF-WAY, TO THE LEFT, HAVING A RADIUS OF 594.12 FEET AND A CENTRAL ANGLE OF 3°48'41" FOR AN ARC DISTANCE OF 404.14 FEET TO A SET 1/2-INCH REBAR, TAGGED "RLS 24015", THENCE S 48°08'11" E, A DISTANCE OF 361.40 FEET TO A SET 1/2-INCH REBAR, TAGGED "RLS 24015", THENCE S 48°01'01" W, A DISTANCE OF 448.91 FEET TO A SET 1/2-INCH REBAR, TAGGED "RLS 24015", THENCE N 41°50'42" W, A DISTANCE OF 241.66 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 9.294 ACRES.

LEGEND

- (EPS) PUBLIC SEWER LINE
- (PRS) 6" PVC PRIVATE SEWER LINE
- FLOW ARROW
- (00.00) (1) GRADE
- (2) GRADE
- CATCH BASIN FOR FIRST FLUSH TREATMENT VIA FILTER INSERTS
- E EXISTING
- D DEVELOPED
- GRADE BREAK
- LOW POINT
- BUILDING
- CONC. SIDEWALK
- EXPOSED AGGREGATED COLOR INTEGRATED CONCRETE
- SITE WALL
- BIKE LOCKERS
- BIKE RACK

OWNER/ APPLICANT
 BIG HORN CENTER, LLC,
 BOB SOLFISBURG
 6650 NORTH ORACLE ROAD
 TUCSON, AZ 85704

PREPARED BY
 SAKELLAR ASSOCIATES, ARCH. & PLANNERS
 C.N. DINO SAKELLAR, AIA
 100 EAST 6TH STREET
 TUCSON, AZ 85705

BIG HORN COMMERCE CENTER
 A PORTION OF SECTIONS 5 & 8,
 T-12-S, R-14-E, 64SRB4M
 TOWN OF ORO VALLEY, PIMA COUNTY ARIZONA
 ZONING C-1 COMMERCIAL DISTRICT
 SCALE 1"=40'-0"
 1 FT. CONTOUR INTERVAL
 DATE: 10/20/2005
 OV CASE NUMBER: OV12-05-23

BIG HORN COMMERCE CENTER
 ORACLE RD./RAMS FIELD PASS RD.
 TUCSON, AZ 85704

LOCATION MAP

Sakellar Associates
 ARCHITECTS AND PLANNERS, INC.

100 EAST SIXTH STREET TUCSON, AZ 85705
 PHONE: (520) 622-4166 FAX: 621-4152
 EMAIL: WWW.SAKELLAR.COM

CONSULTANT:
 DMA ENGINEERS, LLC.
 650 E. LINDA VISTA ROAD VALLEY, AZ 85757
 PHONE: (520) 482-4256
 dmaengineers@comcast.net

REVISIONS:

DEVELOPMENT PLAN
 DATE: 4/27/2006
 JOB No.: 0402
 DRAWN BY: GDA, ECF
 CHECKED BY: CNS

SITE PLAN
DP-102
 2 OF 2
 CROSS-REFERENCE No.
 Col2-83-08 P1299-056
 ORO VALLEY CASE No.
OV12-05-23



Town Council Regular Session

Item # **C.**

Meeting Date: 11/05/2014

Requested by: Daniel G. Sharp **Submitted By:** Colleen Muhr, Police Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)14-56, authorizing and approving the Arizona Mutual Aid Compact between the Town of Oro Valley and the Arizona Department of Emergency and Military Affairs

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

This item is an update to the previous version of the Arizona Mutual Aid Compact, which was adopted and approved by Town Council for Resolution (R)10-14 on April 7, 2010.

BACKGROUND OR DETAILED INFORMATION:

The purpose of the Arizona Mutual Aid Compact is to define the emergency management terms and procedures, which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements.

FISCAL IMPACT:

None

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)14-56, authorizing and approving the Arizona Mutual Aid Compact between the Town of Oro Valley and the Arizona Department of Emergency and Military Affairs.

Attachments

(R)14-56 Mutual Aid Compact

AZMAC

RESOLUTION NO. (R)14-56

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN ARIZONA MUTUAL AID COMPACT BETWEEN THE TOWN OF ORO VALLEY AND THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

WHEREAS, on April 7, 2010, the Town adopted and approved the Arizona Mutual Aid Compact (AZMAC) by Resolution (R) 10-14; and

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to dispatch mutual aid assistance for any disaster, emergency or contingency situations which requires a collaborative effort among multiple jurisdictions; and

WHEREAS, it is desirable that subdivisions, municipal corporations, tribes and other public agencies assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, medical and health, environmental, communication and transportation services to cope with the problems of response; and

WHEREAS, it is in the best interest of the Town of Oro Valley to enter into the Arizona Mutual Aid Compact in order to define the emergency management terms and procedures which will be used for dispatching mutual aid assistance to any affected area.

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

1. The Arizona Mutual Aid Compact between the Town of Oro Valley and the Arizona Department of Emergency and Military Affairs is hereby authorized and approved.
2. The Mayor, the Police Chief and 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 Arizona Mutual Aid Compact, attached hereto as Exhibit "A".

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 5th day of November, 2014.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

EXHIBIT "A"

ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency** or **Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- **Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **Providing Party** means the Jurisdiction providing aid in the event of an emergency.
- **Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

4. **Guiding Policy.**

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

5. **Procedures for Requesting Assistance.**

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

6. **Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.**

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

10. Reimbursement Procedures from the State.

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. Indemnification.

Each party (as "Indemnitor") agrees to defend, indemnify, 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. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this agreement.

19. Insurance.

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

20. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Compact.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject

to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Record Retention

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**ARIZONA MUTUAL AID COMPACT
SIGNATURE PAGE**

(NAME OF JURISDICTION)

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

(Signing Authority)

Date

ATTEST: _____
(Attesting Authority)

Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

(Attorney)

Date

Appendix A

**ARIZONA MUTUAL AID COMPACT (AZMAC)
EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Requesting Agency Tracking Number
Requesting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Resource must come with:

- | | | | |
|--------------------------------------|----------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Meals | <input type="checkbox"/> Operator(s) | <input type="checkbox"/> Water |
| <input type="checkbox"/> Maintenance | <input type="checkbox"/> Lodging | <input type="checkbox"/> Power | <input type="checkbox"/> Transporter |

Mission

Special Instructions

Request Forwarded to

Contact Name
Organization/Agency
Vendor
Date/Time of Submission

Request Approved by

Date

Appendix A

**ARIZONA MUTUAL AID COMPACT (AZMAC)
EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Assisting Agency Tracking Number
Assisting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Offer

Travel Costs Equipment Costs Commodities
--

Personnel

F. Name	L. Name	Phone	E-Mail	Regular Salary/ Hourly Rate	Regular Fringe Benefit Hourly Rate	Overtime Salary/ Hourly Rate	Overtime Fringe Benefit Hourly Rate

Estimated Resource Cost

Providing Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Requesting Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Appendix B

**ARIZONA MUTUAL AID COMPACT (AZMAC)
POINTS OF CONTACT**

Date:

Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1 st Alternate	2 nd Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

Appendix C

ARIZONA MUTUAL AID COMPACT (AZMAC)

USE OF A CONTRACTOR

In addition, each signatory shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 signatory'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 Workers' 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 negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable."

Insurance Requirements for Governmental Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental 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 State of Arizona 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 and advertising 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
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, 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.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(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 endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

2. Business 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 (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, 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, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, 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.

(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.)

- c.** Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

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

- a.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, 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 (Blanket Endorsements are not acceptable) to contain, the following provisions:

- 1.** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. 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 IGA.
- C. Notice of Cancellation:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D. Acceptability of Insurers:** Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona 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 State of Arizona 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 an authorized representative.
- All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona 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 Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. Subcontractors:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G.** Approval: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H.** Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



Town Council Regular Session

Item # **1.**

Meeting Date: 11/05/2014
Requested by: Councilmember Hornat & Vice Mayor Waters
Submitted By: Julie Bower, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

RECONSIDERATION OF THE OCTOBER 1, 2014, CONDITION OF APPROVAL OF ORDINANCE NO. (O)14-03, SPECIFICALLY THE CONDITION THAT THERE BE SUBSTANTIAL COMPLETION OF PARK AMENITIES BEFORE GRADING PERMITS SHALL BE ISSUED

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

At the meeting on October 1, 2014, Council approved, with a vote of 7 in favor and 0 opposed, a motion regarding Ordinance (O)14-13 that approved an applicant's request to incorporate a 39-acre property located on the north side of Moore Road, between Yellow Orchid Drive and Mystic View Place, into the Rancho Vistoso Planned Area Development (PAD), establish neighborhood development policies for the subject property, rezone the property to Rancho Vistoso PAD medium density residential and utilize the Environmentally Sensitive Lands (ESL) Modified Review Process. The motion approved was as follows:

It was moved by Councilmember Hornat and seconded by Councilmember Burns to adopt Ordinance No. (O)14-13, approving the inclusion of the Olsen Property in Rancho Vistoso Neighborhood 10, as shown in Exhibit "B" of Attachment 1 and to Rezone the property to Rancho Vistoso Planned Area Development (PAD) Medium Density Residential, subject to the conditions in Exhibit "C" of Attachment 1, including use of the modified review process in Section 27.10.F2.c.i.a. and subject to the following additional condition:

The amount of funding provided for use of Hohokam Park as a recreation area must be equivalent to or greater than the full development cost of a park meeting non-PAD zoning code requirements for this development, as determined by the Planning and Zoning Administrator, currently estimated at \$80,000.

This funding must be entirely used to increase the number or type of recreational amenities within the park facility. Examples of such improvements include additional play or sports equipment or expansion of the park facility. The monies shall not be used for the repair, dog park replacement or remodeling of existing facilities or for ongoing park operations or maintenance.

A final copy of the agreement between the developer and Rancho Vistoso HOA shall be provided in

order to certify compliance with this rezoning condition. No grading permit to be issued until substantial completion of park amenities. Furthermore, the applicant agrees to reduce the number of lots from 105 to 75 and that no more than two two-story homes shall be built next to each other.

At the meeting on October 15, 2014, Council approved a motion, with a vote of 7 in favor and 0 opposed, to reconsider the conditions of approval of Ordinance No. (O)14-13, specifically the condition that there be substantial completion of park amenities before grading permits shall be issued.

Councilmember Hornat is proposing the following change (highlighted) to the motion approved on October 1st:

It was moved by by Councilmember Hornat and seconded by Councilmember Burns to adopt Ordinance No. (O)14-13, approving the inclusion of the Olsen Property in Rancho Vistoso Neighborhood 10, as shown in Exhibit "B" of Attachment 1 and to Rezone the property to Rancho Vistoso Planned Area Development (PAD) Medium Density Residential, subject to the conditions in Exhibit "C" of Attachment 1, including use of the modified review process in Section 27.10.F2.c.i.a. and subject to the following additional condition:

The amount of funding provided for use of Hohokam Park as a recreation area must be equivalent to the full development cost of a park meeting non-PAD zoning code requirements for this development **which has been determined to be \$75,000.**

This funding must be entirely used to increase the number or type of recreational amenities within the park facility. Examples of such improvements include additional play or sports equipment or expansion of the park facility. The monies shall not be used for the repair, dog park replacement or remodeling of existing facilities or for ongoing park operations or maintenance.

A signed letter from the developer/owner to the Town, verifying that an agreement is in place committing builder/developer to paying Rancho Vistoso HOA the sum of \$75,000, along with language indicating that the money will be used in compliance with this condition shall be provided prior to issuance of any home building permit in order to certify compliance with this rezoning condition. .

Furthermore, the applicant agrees to reduce the number of lots from 105 to 75 and that no more than two two-story homes shall be built next to each other.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to amend the additional condition added to the approval of Ordinance No. (O)14-13 on October 1, 2014, to read as follows:

The amount of funding provided for use of Hohokam Park as a recreation area must be equivalent to the full development cost of a park meeting non-PAD zoning code requirements for this development, which has been determined to be \$75,000.

This funding must be entirely used to increase the number or type of recreational amenities within the park facility. Examples of such improvements include additional play or sports equipment or expansion of the park facility. The monies shall not be used for the repair, dog park replacement or remodeling of existing facilities or for ongoing park operations or maintenance.

A signed letter from the developer/owner to the Town, verifying that an agreement is in place committing builder/developer to paying Rancho Vistoso HOA the sum of \$75,000, along with language indicating that the money will be used in compliance with this condition, shall be provided prior to issuance of any home

building permit in order to certify compliance with this rezoning condition.



Town Council Regular Session

Item # 2.

Meeting Date: 11/05/2014
Requested by: Councilmember Zinkin & Councilmember Garner
Submitted By: Julie Bower, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

DISCUSSION AND POSSIBLE DIRECTION IN REGARD TO AMENDING ZONING CODE SECTION 22.15(F), ENTITLED, NEIGHBORHOOD MEETING REQUIREMENTS

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

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

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to _____.
