



Agenda

Work Study and Possible Executive Session Queen Creek Town Council

Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers

June 6, 2012

5:30pm

1. Call to Order

2. Roll Call (one or more members of the Council may participate by telephone)

3. Motion to adjourn to Executive Session (to be held in the Saguaro Conference Room of the Municipal Services Building)for the following purposes:

A. Discussion and consideration of assignments and performance evaluation of Town Manager (A.R.S. §38-431.03(A)(1).

B. Discussion and consideration of assignments and performance evaluation of Town Clerk (A.R.S. §38-431.03(A)(1).

C. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of the public body. This is regarding the appointment of a Council Member to fill the position created by the resignation of John Alston. (A.R.S. 38-431.03(A)(1).

ITEMS FOR DISCUSSION These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

None.

4. Adjournment



Agenda
Regular and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
June 6, 2012
7:00 p.m.

1. Call to Order

2. Roll Call (one or more members of the Council may participate by telephone)

3. Pledge of Allegiance:

4. Invocation: Pastor Ben Lee – Living Waters Bible Church

5. Ceremonial Matters: Presentations, Proclamations, Awards, Guest Introductions and Announcements.

- Citizen Leadership Graduation
- Eagle Scout Recognition – Connor Schnepf
Dallin Michael Heward
- Volunteer Service Recognition – Independent Life Services
Iglesia de Dios Casa de Vida

6. Committee Reports

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

B. Partner agencies quarterly or periodic updates to Council. This may include but is not limited to Queen Creek Chamber of Commerce; Queen Creek Performing Arts Center; Boys & Girls Club of East Valley; and Maricopa or Pinal County Board of Supervisors or other governmental agencies. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

- Presentation on the grand opening of Riggs Road Bridge and Sonoqui Wash Phase II – Maricopa County Flood Control District project

C. Economic Development Commission – May 23, 2012

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7. Public Comment: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a “Request to Speak Card”, located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. There is a time limit of three minutes for comments.

8. Consent Calendar: Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff may remove any item for separate consideration.

A. Consideration and possible approval of the May 16, 2012 Work Study and Regular Session Minutes. **TAB A**

B. Consideration and possible approval of withdrawing participation as a member of the Maricopa County Community Development Advisory Committee. **TAB B**

C. Consideration and possible approval of an amendment to an existing Intergovernmental Agreement (Town Contract 2010-082) with the Arizona Department of Transportation (ADOT) to allow the State to acquire federal funds for Phase II of the Queen Creek Town-wide ITS Development Project (ADOT Proj. No: QCR-0(207)(A).

TAB C

D. Consideration and possible approval of the Map of Dedication for Queen Creek Road, Crismon Road, Ryan Road and 220th Street Rights-of-Way, a request by Jorde Farms, Inc. **TAB D**

E. Consideration and possible approval of the Map of Dedication for Rock Point Church, a request by Rock Point Church. **TAB E**

F. Consideration and possible approval of a Warranty Deed which deeds and conveys a portion of Ellsworth Road to the Town of Queen Creek, a request by Queen Creek Unified School District. **TAB F**

G. Consideration and possible approval of a Warranty Deed which deeds and conveys three landscape tracts located within a portion of the public roadway of the Ash Creek Estates subdivision to the Town of Queen Creek, a request by the Ash Creek Estates Homeowner’s Association. **TAB G**

H. Consideration and possible approval of a Work Order to CPC Construction, Inc. (Town Contract 2011-082), in the amount of \$183,908 for the construction of the Rittenhouse Road improvements for a westbound left-turn lane at 198th Street. *A portion of this project will be funded from Maricopa County’s Special Project Fund (SPF) in the amount of \$100,000. The remaining cost of \$83,908 is budgeted within the Town’s adopted FY11/12 Capital Improvement Program.* **TAB H**

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Queen Creek Town Council

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I. Consideration and possible approval of Amendment No. 1 to the Intergovernmental Agreement between Maricopa County Flood Control District (MCFCD), Town of Gilbert and the Town of Queen Creek for the Utility Relocations, Rights-of-way Acquisition, Construction, Construction Management, Operations and Maintenance of the Sonoqui Wash Channelization – Queen Creek Wash to Chandler Heights. **TAB I**

J. Consideration and possible approval of an Intergovernmental Agreement between Maricopa County Department of Transportation (MCDOT) and Town of Queen Creek for the exchange of services (Entente). **TAB J**

K. Consideration and possible approval of the Amendment #2 to the Amended and Restated Joint Powers Authority Agreement concerning Phoenix-Mesa Gateway Airport (PMGA). **TAB K**

L. Consideration and possible approval of **Resolution 903-12** modifying Assessment No. 10.01 for Improvement District No. 001 of the Town of Queen Creek, Arizona. **TAB L**

*M. Public Hearing and possible approval of **TA12-031/Ordinance 512-12** a Town-initiated Text Amendment to Article 6.8, Supplemental Use Regulations, Home-Based Occupations of the Zoning Ordinance. **TAB M**

PUBLIC HEARINGS: If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

9. Public Hearing and possible action on “The Church Farm” **RZ11-038/SD11-039/Ordinance 510-12** a request by Greg Davis of IPlan Consulting on behalf of William Lyon Homes to rezone 879 acres from R1-43 to Planned Area Development (PAD) with underlying zoning districts of R/C, PQ/P, C-2, R1-4, R1-5, R1-7 and R1-9 and approval of a Preliminary Plat and Landscape Plan for a master planned single-family subdivision. The project is located at the southeast corner of Signal Butte and Ocotillo Roads. *(Continued from April 18, 2012 Council Meeting)* **TAB N**

10. Public Hearing on the proposed Town Budget and property tax levy for FY12/13. **TAB O**

11. Discussion and possible action on **Resolution 904-12** adopting the FY12/13 Town Budget. **TAB O**

FINAL ACTION: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

12. Discussion and possible action on the appointment of a Vice Mayor.

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Queen Creek Town Council

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13. Presentation and possible action on the End of Legislation Session Report. **TAB P**

14. Discussion and possible direction to staff to submit a resolution to the League of Arizona Cities and Towns related to the Arizona State Retirement System and the Alternative Contribution Rate established in 2011. **TAB Q**

ITEMS FOR DISCUSSION: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

15. Motion to adjourn to Executive Session: The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

16. Adjournment



DRAFT

Minutes
Work Study Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
May 16, 2012
5:30pm

1. Call to Order

The meeting was called to order at 5:30pm.

2. Roll Call (one or more members of the Council may participate by telephone)

Council Members present: Alston; Barnes; Benning; Oliphant; Wheatley; Vice Mayor Brown and Mayor Barney.

3. Motion to adjourn to Executive Session (to be held in the Saguaro Conference Room of the Municipal Services Building) for the following purposes:

A. Discussion and consideration of assignments and performance evaluation of Town Clerk (A.R.S. §38-431.03(A)(1).

B. Discussion and consultation for legal advice and to consider the Town's position and instruct its attorneys regarding an intergovernmental agreement. A.R.S. 38-431.03(A)(3) and (4).

C. Discussion and consultation with the Town Attorney for legal advice and to consider the Town's position and instruct staff regarding acquisition of property located at: A) the northwest corner of Ocotillo and Ellsworth Roads; and B) Queen Creek Wash. (A.R.S. 38-431.03(A)(3) & (7).

D. Discussion and consultation with the Town Attorney for legal advice and to consider the Town's position and instruct its attorney regarding pending litigation in the matter of Town v. Highland Homes and Mark Pugmire. (ARS 38-431.03(A)(3) and (4).

E. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of the public body. This is regarding the appointment of a Council Member to fill the position created by the resignation of John Alston. (A.R.S. 38-431.03(A)(1).

Motion to adjourn to Executive Session at 5:31pm (Wheatley/Oliphant/Unanimous)

ITEMS FOR DISCUSSION These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

None.

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4. Adjournment

The Work Study reconvened and adjourned at 7:00pm.



Minutes
Regular Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
May 16, 2012
7:00 p.m.

1. Call to Order

The meeting was called to order at 7:03pm.

2. Roll Call (one or more members of the Council may participate by telephone)

Council Members present: Alston; Barnes; Benning; Oliphant; Wheatley; Vice Mayor Brown and Mayor Barney.

3. Pledge of Allegiance: Led by Council Member Alston

4. Invocation: Pastor Aaron Pennington – Central Christian Church – Queen Creek

5. Ceremonial Matters: Presentations, Proclamations, Awards, Guest Introductions and Announcements.

A. Proclamations: National Public Works Week
Foster Care Month

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B. Reception for Council Member John Alston

Mayor Barney acknowledged Council Member Alston's resignation effective May 17th and thanked him for serving the past two years on the Town Council. Mayor Barney presented him with a pottery vase.

The meeting was recessed from 7:10 -7:20pm.

6. Committee Reports

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

Central Arizona Association of Governments (CAAG) – Council Member Benning attended the May 9th meeting. The Board discussed the Strategic Planning and Annual Meeting scheduled for June 20 & 21st; heard a presentation from Arizona Department of Transportation (ADOT) on transportation infrastructure and decreased funding affects; and Marana's proposed 208 Amendment to build wastewater treatment plants. The next meeting is scheduled for June 21, 2012.

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Phoenix-Mesa Gateway Airport (PMGA) – Mayor Barney reported the passenger count for March was the highest on record; the Board approved amendments to the weighted voting agreement and it will be brought to the Town Council for approval in the future; and the approval to an increase in the AMPCO parking system contract along with three on-call engineering contracts. The next meeting is scheduled for June 2012.

B. Partner agencies quarterly or periodic updates to Council. This may include but is not limited to Queen Creek Chamber of Commerce; Queen Creek Performing Arts Center; Boys & Girls Club of East Valley; and Maricopa or Pinal County Board of Supervisors or other governmental agencies. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

C. Transportation Advisory Committee – May 3, 2012: Committee Chair Ryan Nichols reported on the committee recommendation regarding traffic calming for new developments; discussion on grant opportunities for pedestrian railroad crossings and discussion on vacating roadways and regional transportation projects. The next meeting is June 7, 2012.

7. Public Comment: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a “Request to Speak Card”, located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. There is a time limit of three minutes for comments.

Derek Arnson, 663 N. Navajo, San Tan Valley, introduced himself and announced he was a candidate for the Pinal County Sheriff.

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8. Consent Calendar: Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff may remove any item for separate consideration.

A. Consideration and possible approval of the May 2, 2012 Work Study and Regular Session Minutes.

Motion to approve the Consent Calendar as presented
(Benning/Wheatley/Unanimous)

PUBLIC HEARINGS: If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

None.

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FINAL ACTION: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

9. Discussion and possible approval of a contract with Phoenix Commercial Advisors for Commercial Real Estate Broker services.

Economic Development Director Doreen Cott provided a summary of the Request for Proposal for a Commercial Real Estate Broker; review of proposals received and recommendation for approval of a contract with Phoenix Commercial Advisors.

Zach Pace and Greg Laing, representing Phoenix Commercial Advisors, presented information on the company and examples of tenant representation as well as landlord/developer representation, specializing in retail and entertainment.

Mr. Pace said the Town's parcel is ideal for entertainment such as a theatre and additional restaurants. Council asked for clarification on the focus of theatre/entertainment. Mr. Pace explained that bowling opportunities are limited but the company is working on bringing an entertainment center concept from Dallas into Arizona. Council asked if the acreage was adequate for that use. Mr. Pace responded yes and that smaller theatres are being built.

Mr. Laing added that the size and shape of the property could also be suitable for some type of multi-family use based on the existing retail space in Queen Creek.

Motion to approve a contract with Phoenix Commercial Advisors for Commercial Real Estate Broker services for the Town-owned parcel in the Town Center (Wheatley/Alston/Unanimous)

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10. Discussion and possible action on directing staff to apply for Local Transportation Assistance Fund (LTAF) II Funds for a transit planning study.

Planning Division Manager Troy White presented an opportunity to apply for LTAF II funds in the amount of \$76,000 for a transit planning study. Mr. White stated there would be no match required from the Town. He also reviewed what could be included in the scope of work and stated that if awarded funds, a contract would come back to Council for approval at a future meeting.

Motion to authorize staff to apply for LTAF II funds to conduct a transit planning study (Brown/Benning/Unanimous)

11. Discussion and possible approval of the continuation of the Queen Creek Incubator program.

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Economic Development Specialist Kim Moyers reviewed Council's March 21, 2012 direction to staff to continue the QC Incubator through the end of the building lease and develop alternatives for continuing or ending the program at that time.

Russ Yelton, President/CEO of NACET, provided information on how incubators came to be and the various types of incubators. Mr. Yelton commented that the QC Incubator has a good criteria requirement and appears to be successful. He did recommend that a mentor program be implemented and set goals for the program.

Ms. Moyers presented four alternatives for consideration:

- End the QC Inc. program
- Continue as established with same tenant criteria
- Continue program with a tenant criteria variation
- Conduct a feasibility study for different type of incubators

Council asked whether there was any discussion on what worked and what didn't with the current program. Ms. Moyers said yes and a mentoring program and additional training was discussed. Council asked for additional information on a mentoring program. Ms. Moyers explained that professionals would come in from various fields.

Council also asked for information on possible locations for the QC Inc. once the lease on the existing space expires. Ms. Moyers discussed possible locations and costs associated with each. Those locations include the vacant Parks & Recreation building; stay in existing location; elsewhere in the Town.

Council wanted to know what the relationship would be between the QC Inc. and Chamber of Commerce if the program were continued. Ms. Moyers responded that the Chamber is the anchor tenant and provides staffing for the incubator.

Council discussed the estimated tenant improvement costs of \$75,000 for the Parks & Recreation Building; costs to operate the building annually; and identifying the program as a need vs. want program for the community. Ms. Moyers stated that an improvement list was developed that can be used based on any budget allocation. There was additional discussion on conference room needs; investing in businesses and costs to keep the Parks & Recreation Building closed. Mr. Kross replied that the annual payment is \$21,000. Mr. Flynn stated that funds are available in the Town Center Fund and general operating budget.

Motion to continue the QC Inc. program as established and direct staff to evaluate program locations specifically the Parks & Recreation Building (Oliphant/Alston)

Additional discussion was in regard to continuing the program without a specific cost of improvements. Ms. Moyers responded that staff can bring back the specific costs for improving the Parks & Recreation Building. Council also asked staff whether there was interest from others for using the building. Mr. Flynn responded that there has been interest but nothing has materialized.

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**Vote: 5 – 2 (Brown/Wheatley)
Motion Passed**

12. Discussion and possible approval of the FY12-13 Tentative Budget and set the Public Hearing for June 6, 2012 for consideration of the Final Budget.

Town Manager John Kross presented the FY12-13 Tentative Budget of \$59.8 million as recommended by the Budget Committee and staff. Mr. Kross explained that the tentative budget sets the ceiling for expenditures and the public hearing and adoption of the Final Budget is scheduled for June 6, 2012.

Mr. Kross provided a few highlights of the proposed budget including a much smaller fiscal gap than previous years which has been closed with cost savings in other areas. He also stated that healthcare costs are unpredictable and needed a cost adjustment and the Town would be moving to a hybrid approach for ground maintenance and fleet services. Also as part of the budget several projects were recommended including land acquisition for Trails; Town Center sidewalks; Queen Creek Wash improvements; Emergency Operations Center funding and website redesign. The Budget Committee also recommended that 1.5% of the 6.25% pay reduction that occurred three years ago be restored.

Assistant Town Manager Patrick Flynn provided additional information on the healthcare coverage costs and reported that sales tax continues to decline as well as development fees which are also restricted. Mr. Flynn added that property tax revenue is also declining based on reduced property valuations.

Vice Mayor Brown – Chair of the Budget Committee thanked staff and the Committee for their work preparing the budget.

Motion to approve the FY12-13 Tentative Budget as proposed by the Town Manager and recommended by the Budget Committee and set the Public Hearing on the budget for June 6, 2012 at 7:00pm in the Town Hall Council Chambers (Wheatley/Oliphant/Unanimous)

DRAFT

ITEMS FOR DISCUSSION: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

13. Presentation and discussion on repair recommendations for the Ocotillo Road Bridge.

Public Works Division Manager Troy White introduced Bryan Gramaldi, of Premier Engineering.

Mr. Gramaldi provided data on the bridge construction, condition, monitoring of cracking and repairs as a result of a one-year monitoring program requested by Maricopa County Department of Transportation (MCDOT). Mr. Gramaldi said the findings of the monitoring showed no new major cracks and the bridge appears to be releasing

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Queen Creek Town Council
May 16, 2012
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stresses on its own by expanding & contracting. Mr. Gramaldi stated the bridge is safe and can carry normal traffic loads.

14. Presentation on 2011 Crime Statistics.

Emergency Management Coordinator Joe LaFortune introduced MCSO Chief Frank Munnell and Capt. Dante Proto. Mr. LaFortune reviewed the 2011 service levels and response times.

Capt. Proto provided detailed analysis and discussed the continued trend of increased shoplifting and the strong working relationship between MCSO and crime prevention personnel in the retail businesses. Chief Munnell provided additional information on the crime statistics.

15. Motion to adjourn to Executive Session: The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

None.

16. Adjournment

DRAFT

The meeting was adjourned at 9:12pm.



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER
PATRICK FLYNN, ASSISTANT TOWN MANAGER

FROM: TRACY CORMAN, SENIOR MANAGEMENT ASSISTANT *TC*

RE: DISCUSSION AND POSSIBLE ACTION ON WITHDRAWING
PARTICIPATION AS A MEMBER OF THE MARICOPA COUNTY
COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

DATE: JUNE 6, 2012

Staff Recommendation:

Staff recommends that the Town withdraw participation as a member of the Maricopa County Community Development Advisory Committee.

Relevant Council Goal(s):

KRA 5: FINANCIAL MANGEMENT

Proposed Motion:

Motion to have the Town withdraw participation as a member of the Maricopa County Community Development Advisory Committee.

Discussion:

The current term for representatives to the Community Development Advisory Committee (CDAC) will expire on June 30, 2012. Members to CDAC are appointed annually for a one year term. Council Member Craig Barnes is currently serving as the primary representative, and Council Member Robin Benning is the alternate for the FY11/12 term.

As you are aware, CDAC is a Maricopa County committee that makes recommendations on funding Community Development Block Grant (CDBG), HOME, and Small Cities Transportation Assistance Projects (SCTAP) applications. The U.S. Department of Housing and Urban Development (HUD) disperses money to the County for these programs based on a population formula. The Town's participation in the 3-yr Cooperation Agreement with Maricopa County allows the Town's population to count towards the amount of money the County receives.

Having a representative on CDAC is not required in order to be eligible to apply for these grant programs. The 3-yr Cooperation Agreement that was approved in May 2011 allows the Town to continue to submit applications when desired, but does not commit the Town to the time necessary to serve on CDAC. An example of a town that

participates in the agreement, but does not serve on CDAC is Litchfield Park. Staff is recommending that the Town also withdraw from CDAC membership based on the amount of time needed to serve on the committee, and the Town's future opportunities for obtaining funding.

It is anticipated that the Town's ability to be successful in receiving funding through CDAC will continue to decline due to changes occurring at the Federal level regarding budget priorities. The reasons for the staff recommendation are as follows:

- **Demographic Changes.** The Town does not have any individual census tracts eligible for CDBG funding. This means that only projects in the adopted Redevelopment Area are eligible to apply for CDBG funds. As you are aware, during the last two funding cycles HUD has changed their interpretation of the program rules in a way that makes applications in our Redevelopment Area ineligible without revisions to our Redevelopment Plan.
- **Budget Factors.** The CDBG and HOME programs continue to be under budget pressures at the Federal Level, and it is anticipated that these programs will continue to be cut. This means the available funds through the County's program will grow smaller, resulting in an even lower probability for the Town to receive funding. These cuts have caused the County to stop accepting applications from towns for the HOME program, which will now be administered in total by the County. The budget pressure at the Federal level is also causing a shift towards favoring more regional and economic development projects.
- Finally, the Town has been unsuccessful in receiving funding for the last two grant cycles, despite having public safety projects and County staff support.

Because of all the issues mentioned above, staff is recommending the Town withdraw participation from CDAC.

Fiscal Impact:

By not appointing members to CDAC, Council Members and support staff will no longer be required to attend the monthly meetings to achieve a quorum. As mentioned above, the Town will still be eligible to apply for grant funds.

Alternatives:

The Council could decide to appoint a primary and alternate representative to CDAC.

Requesting Department:

Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: PATRICK FLYNN, ASSISTANT TOWN MANAGER/CFO
CHRIS DOVEL, TOWN ENGINEER
BILL BIRDWELL, SENIOR TRAFFIC ANALYST**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN
AMENDMENT TO AN EXISTING INTERGOVERNMENTAL
AGREEMENT WITH THE ARIZONA DEPARTMENT OF
TRANSPORTATION TO ALLOW THE STATE TO ACQUIRE
FEDERAL FUNDS FOR PHASE II OF THE QUEEN CREEK
TOWNWIDE ITS DEVELOPMENT PROJECT (ADOT PROJECT
NO. QCR-0(207)A)**

DATE: June 6, 2012

Staff Recommendation:

Staff recommends approval of the amendment to the existing Intergovernmental Agreement with the Arizona Department of Transportation to allow the State to acquire federal funds for Phase II of the Queen Creek Town-wide ITS Development Project (ADOT Project No. QCR-0(207)A).

Relevant Council Goal(s):

Town of Queen Creek Corporate Strategic Plan - Key Result Area 1 - Objective 1

- *Monitor, time and sequence the Town's Capital Improvement Program (CIP) so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.*

Proposed Motion:

Move to approve the amended Intergovernmental Agreement with the Arizona Department of Transportation to allow the State to acquire federal funds for Phase II of the Queen Creek Town wide ITS Development Project (ADOT Project No. QCR-0(207)A).

Discussion:

On December 15, 2010, Council approved an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation with regard to Phase II of

the Town's Intelligent Transportation Systems project. The existing Intergovernmental Agreement is proposed to be amended as follows:
Proposed Changes to the Existing IGA:

The Town and the Arizona Department of Transportation agree to the following amendments with regard to the existing IGA (JPA 10-212):

- a. Amend the agreement language for the State to fully administer the installation of the Project; and
- b. Amend certain provisions under the Recitals, Scope of Work, and Miscellaneous Provision Section.

Specific amendments are as follows:

1. Previously Federal funding was capped at \$490,000 with a local match of \$29,618. This has been amended to provide Federal funding for the total amount of the grant in the amount of \$519,618;
2. Previously, the project was planned to utilize existing open procurement contracts through the State. This has been amended such that the State will utilize Town provided specifications and other documents to competitively bid the project. The project will be managed by the State utilizing their recommended contractor. Town staff will participate in the inspection of the project and will be responsible for the maintenance of the equipment and repair services;
3. Previously, the grant was fully reimbursable from the State up to the \$490,000 limit. The amendment provides for the full project limit of \$519,618 and will be administered by the State with the Town being removed from the invoicing process;
4. Language has been amended to require project as-built drawings that will be provided to the State by staff.

Fiscal Impact:

The Arizona Department of Transportation will administer the federal grant in the amount of \$519,618 with no local match using programmed funds in the 2011-2012 budget. The Town will not be invoiced directly by the contractors performing the work; invoices will be paid by the State unless the total cost of the Project exceeds the CMAQ funding limits.

Alternatives:

Amending the existing IGA is necessary in order to allow the State to acquire Federal funds in support of the grant award to the Town.

The alternative to this IGA is to forfeit the CMAQ grant award and forego the \$519,618 in federal funds.

Attachments:

1. Proposed amended Intergovernmental Agreement with the Arizona Department of Transportation [ADOT Project No. QCR-0(207)A]
2. Existing Intergovernmental Agreement with the Arizona Department of Transportation [ADOT Project No. QCR-0(207)A]

ADOT File No.: IGA/ JPA 10-212-I
Amendment One
AG Contract No.: P001-2010004332
Project No.: CM-WCR00(207)A
Project: Town wide ITS Development
Section: Ellsworth, Rittenhouse &
Germann Roads
TRACS No.: SS 876 01C
TIP NO: QNC11-783 FY 2012
CMAQ funding

AMENDMENT ONE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF QUEEN CREEK

This Amendment Agreement ("Amendment") is entered into this date _____ (effective date) pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the Town, acting by and through its Mayor and Town Council (the "Town"). The State and the Town collectively are referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

The Parties hereto agree to amend JPA 10-212 as follows:

- a. Amend agreement language for the State to fully administer the installation of the Project.
- b. Amend certain provisions under the Recitals, Scope of Work and Miscellaneous Provision Section.

All other terms and conditions of the Agreement not amended herein shall remain in force and effect.

I. AMENDMENTS TO THE RECITALS

Paragraphs 3 and 8 of the Recitals will be deleted and replaced with the following language:

3. Authorize the State to be the Town's designated agent for obtaining federal funds to provide the solicitation of bids, award a contract to a contractor, for the procurement of materials, and installation of the Town's Intelligent Transportation System (ITS) hardware and software through the State's Procurement Process. The State will administer the installation and provide construction engineering and cost administration of new traffic signal management equipment and CCTV management systems equipment, hereinafter referred to as the "Project". The Town will accept the State's recommended contractor, participate with the inspection of the ITS hardware and software and be responsible for the maintenance of equipment and repair services as outlined in the contract and approved plans to complete the Project.
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8. The work embraced under this Agreement is for the State to administer the installation of approximately two miles of fiber optic cable in existing conduit, installation of wireless communications infrastructure at 21 signalized intersections on existing signal equipment, and the installation of closed circuit television cameras at 13 intersections on existing traffic signal poles along Ellsworth, Rittenhouse, and Germann Roads.

Paragraph 9 will be added to the Amendment with the following language:

9. The Town of Queen Creek's personnel will be used to assist the State for inspection of construction engineering for the Project. The Town will provide eligible inspection services as agreed upon by ADOT and the Town. All ADOT policies and procedures will be applicable as coordinated with the Phoenix Construction District (District) and the ADOT Construction Group. The Town, District, and the Construction Group must agree on the Town Inspector. The Town will provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The Town Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software computer requirements; this includes keeping the computer and any information in a secure location. The Town Inspector assigned to the project will remain an employee of the Town of Queen Creek and will not be considered an employee of Arizona Department of Transportation during the term of this Agreement. The ADOT Contract Administrator will be Michelle Bowser at MBowser@azdot.gov. The Town will be notified of all approvals by the ADOT Construction Group.

The estimated cost of the Project is as follows:

TRACS No. SS 876 01C

| | |
|---------------------------------|-----------------|
| Federal Aid Funds @ 100% (CMAQ) | \$ 519,618.00 |
| Town's Estimated Match | <u>\$ 00.00</u> |
| Estimated Project Costs | \$ 519,618.00 |

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. AMENDMENTS TO SCOPE OF WORK

1. The State will:

Paragraph 1.b will be deleted and replaced with the following language:

b. Approve the Project, if such project funds are available by FHWA and the Town. Through the State's procurement process, provide the solicitation of bids and through ADOT's Phoenix Construction District administer the installation phase including construction engineering and cost administration, of the Project with the consent of the Town. The State is authorized as the designated agent for the Town.

Paragraph 1.d will be deleted and replaced with the following language:

d. Invoice the Town, if applicable, for the difference between the actual cost and the initial estimate of Federal aid received for the work covered in this Agreement.

2. The Town will:

Paragraph 2.d. will be deleted and replaced with the following language:

d. Coordinate with the State regarding the specifics of the equipment to be ordered by the State and participate with the inspection process of the Project. The Town will maintain all improvements provided by this project for the entire design life of the equipment.

Paragraph 2.e. will be deleted and replaced with the following language:

e. Agrees to pay the difference between the actual cost and the initial estimate of Federal aid received for the work covered in this Agreement.

Paragraph 2.g. will be deleted and replaced with the following language:

g. Enter into an agreement with the design consultant which states that the design consultant shall provide post design services as required and requested throughout the installation phase of the Project or the Town shall provide such post design services it self.

Paragraph 2.h. will be deleted and replaced with the following language:

h. Provide a set of as-built documents upon completion of the installation phase of the Project. An electronic version of the as-built documents shall be forwarded to Arizona Department of Transportation Local Government Section.

III. AMENDMENTS TO THE MISCELLANEOUS PROVISIONS

Paragraph 2 will be amended as follows:

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The Town, in regard to the Town's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the Town and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the Town and that to the extent permitted by law, the Town hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the Town, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Town of Queen Creek
Attn: Bill Birdwell
22350 S. Ellsworth Road
Queen Creek, Arizona 85242-9311
(480) 358-3144
(480) 358-3189Fax

Finance Director
Patrick Flynn
Patrick.flynn@queencreek.org
(480) 358-3504

11. Pursuant to Arizona Revised Statutes § 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

Paragraphs 12 through 15 will be added to the Amendment with the following language:

12. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

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

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF QUEEN CREEK

STATE OF ARIZONA
Department of Transportation

By _____
GAIL BARNEY
Mayor

By _____
DALLAS HAMMIT, P.E.
Deputy State Engineer, Development

ATTEST:

By _____
JENNIFER ROBINSON
Town Clerk

May 2, 2012-ly

JPA 10-212-I
Amendment One

ATTORNEY APPROVAL FORM FOR THE TOWN OF QUEEN CREEK

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF QUEEN CREEK, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the TOWN under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2012.

Town Attorney

ADOT File No.: IGA/ JPA 10-212-I
AG Contract No.: P001-2010004332
Project No.: CM-WCR00(207)A
Project: Town wide ITS Development
Section: Ellsworth, Rittenhouse &
Germann Roads
TRACS No.: SS 876 01C
TIP NO: QNC11-783
QC 2010 - 082

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF QUEEN CREEK

THIS AGREEMENT is entered into this date February 23, 2011, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the Town, acting by and through its Mayor and Town Council (the "Town"). The State and the Town collectively are referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The Town is empowered by Arizona Revised Statutes § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
 3. The purpose of this Agreement, by the State and the Town is to allow the State to acquire Federal funds for the purchase ITS hardware and software to interconnect approximately 20 signalized intersections with the Town's central traffic signal system along Ellsworth, Rittenhouse, and Germann Roads. The Town, through the State's Procurement Process utilize ADOT Procurement contracts T10-20-00011 for CCTV cameras, T06-59-00015 for network equipment and installation, and T07-59-00047 for ITS On-call for software integration. The Town will select an authorized supplier to provide the equipment and services as outlined in the contract and approved plans to complete this project with the aid and consent of the State and the FHWA.
 4. Such project lies within the boundary of the Town and has been selected by the Town; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 5. The State's interest in this Project is in the acquisition of Federal funds for the use and benefit of the Town, and is authorized as the designated agent for the Town in acquiring such Federal funds. Funds expended for the Project, are authorized by reason of Federal law and regulations.
 6. The Town, in order to obtain Federal funds for the construction of the project, is willing to provide Town funds to match Federal funds in the ratio required or as finally fixed and determined by the Town and FHWA.
-

7. The State and the Town desire to define their respective responsibilities to allow the State to acquire Federal funds for the purchasing and installation of the new traffic signal management equipment and CCTV management systems equipment.

8. The work embraced under this Agreement is for the Town to install approximately two miles of fiber optic cable in existing conduit, install wireless communications infrastructure at 21 signalized intersections on existing signal equipment and install closed circuit television cameras at 13 intersections on existing traffic signal poles, hereinafter referred to as the "Project." The State and the Town will be responsible for jointly administering the purchase and installation of this equipment. The estimated cost of the "Project" is as follows:

TRACS No. SS 876 01C

| | |
|--|---------------------|
| Estimated Project Costs | \$ 519,618.00 |
| Federal Aid Funds @ 94.3% (capped) at \$490,000.00 | \$ 490,000.00 |
| Town Funds @ 5.7% | \$ 29,618.00 |
| Total Estimated Town Funds | \$ 29,618.00 |

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Submit a program to FHWA containing the aforementioned Project with the recommendation that it be approved for funding. Should costs exceed maximum Federal funds available, it is understood and agreed that the Town will be responsible for any overage.

b. Approve the Project, if such project funds are available by FHWA for the Project. Be the designated authorized agent for the Town and, through the State's Procurement Process, advertise for, receive and open bids with the aid and consent of the Town and the FHWA.

c. Upon execution of this Agreement, coordinate with the Town regarding the specifics of the equipment to be ordered by the State to best ensure the requirements of the Project are met. Enter into a contract(s) with a firm(s) to whom the award is made for the purpose of the Project.

d. Instruct the vendor to deliver equipment directly to the Town for final acceptance and to bill the Town directly. The State will reimburse the Town with capped Federal funds up to \$490,000.00 within thirty days (30) after receipt and approval of an invoice for equipment purchased under this Agreement. Therefore, the Town agrees to set aside funds in an amount equal to the difference between the total cost of the work provided for in this Agreement and the amount of Federal aid received.

e. Not be obligated to maintain said Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The Town will:
 - a. Designate the State as authorized agent for the Town, if such project is approved by the FHWA and project funds are available.
 - b. Be responsible for any overage of costs exceeding the maximum Federal funds available for the Project. Agree that the cost of the analysis and work covered by this Agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.
 - c. Coordinate with the State during the procurement process of the Project.
 - d. Purchase and install the equipment acquired under this Agreement and maintain all improvements provided by this Project for the entire design life of the equipment.
 - e. Upon payment for services and/or equipment, invoice the State for reimbursement of approved costs.
 - f. Be responsible for any unforeseen conditions or circumstances which increase the cost of said work. Should a change in the extent or scope of the work called for in this Agreement become necessary, be obligated to incur and will pay for said increased costs.
 - g. Enter into an agreement with the design consultant which states that the design consultant shall provide services as required and requested throughout the construction phase of the Project.
 - h. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.
 - i. Upon completion of the Project, agree to accept and assume full responsibility of said Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The Town, in regard to the Town's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. *The Town shall require its contractors to name the State as an additional insured in the contractor's insurance policies. The Town shall also require its contractors to name the State as an additional indemnitee in the Town contracts with its contractors.* It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the Town and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the Town and that to the extent permitted by law, the Town hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the Town, any of its

agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

2. The cost of construction and construction engineering work covered by this Agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

3. The Town warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 amendments and with Arizona Revised Statutes § 41-725.

4. This Agreement shall become affective upon signing and dating of the Determination Letter by the State's Attorney General.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. This Agreement is subject to all applicable provisions of the Americans with Disability 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 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. 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 the 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 as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Town of Queen Creek
Attn: Bill Birdwell
22350 S. Ellsworth Road
Queen Creek, Arizona 85242-9311
(480) 358-3144
(480) 358-3189Fax

Finance Director
Patrick Flynn
Patrick.flynn@queencreek.org
(480) 358-3504

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

TOWN OF QUEEN CREEK

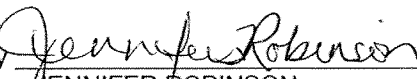
STATE OF ARIZONA

Department of Transportation

By 
GAIL BARNEY
Mayor

By 
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

By 
JENNIFER ROBINSON
Town Clerk

October 27th, 2010-ly



Minutes
Regular and Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
December 15, 2010
7:00 p.m.

1. Call to Order

The meeting was called to order at 7:00pm.

2. Roll Call (one or more members of the Council may participate by telephone)

Council Members present: Alston; Benning; Oliphant; Wheatley; Vice Mayor Barnes and Mayor Barney.

Council Member Brown was absent.

3. Pledge of Allegiance: Council Member Alston

4. Invocation: Pastor Augie Iadicicco, Saving Grace Lutheran Church

5. Ceremonial Matters: Presentations, Proclamations, Awards, Guest Introductions and Announcements.

A. Eagle Scout Volunteer Recognition- Scout Colton Bluth was recognized for organizing and leading the repair of 9 retention basins at Desert Mountain Park as his Eagle Scout project.

B. Recognition of The Association of Christian Churches and Organizations: Pastor Augie Iadicicco, Saving Grace Church and representing the Association of Christian Churches and Organizations, accepted a Certificate of Recognition for the groups' project of decorating the Town Center with lights.

6. Committee Reports

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

Mayor Barney reported that he and Town Manager Kross met with District 23 Representatives and discussed state shared revenue and budget cutbacks. He said another meeting would be scheduled for January 2011.

Mayor Barney also reported on the MAG Regional Council meeting held December 8 and discussion on the funding approval of the Mill Avenue Street car project within the Regional

Transportation Plan and the presentation and discussion of the regional transportation plan. The next meeting is scheduled for January 26, 2011.

B. Transportation Advisory Committee – December 2, 2010: Council Member Benning reported on the presentations and discussion of the Apache Junction Comprehensive Traffic Study, Pinal County Transit Study; and Riggs Road improvements. The next meeting is scheduled for February 4, 2011.

Mr. Benning reported that the Central Arizona Association of Governments (CAAG) meeting was cancelled due to lack of a quorum.

C. Budget Committee – December 7, 2010: Council Member Wheatley reported on the Committee's review of the financial statements, closing anticipated revenue shortfalls and research on food sales tax. The FY2011-2012 budget development timeline was also reviewed.

D. Disaster Management Committee – December 8, 2010: Public Safety Manager Joe LaFortune reported on the Committee's discussion on completing the exercises and drills for the disaster management plan. The plan will be included in the updated Emergency Operations Plan and CERT training will be updated also.

E. Economic Development Commission – December 15, 2010: Vice Mayor Barnes reported on the Commission's discussion on updates on the Business Incubator program and Horseshoe Park, including the Roots N Boots Queen Creek Rodeo planned for the end of March 2011.

Mr. Barnes also reported that he had attending the National League of Cities conference in Denver, CO and would be scheduling some issues on a future Council agenda for discussion, including bike rentals, branding workshops and Tax Increment Financing (TIF) for redevelopment.

Town Center Committee – December 8, 2010: Jason Gad, Committee Chair reported on the recommendations for new decorative street signs in Town Center; temporary signs at entries to the Town Center; future Urban Land Institute Study and vision and branding for the Town Center. The next meeting is scheduled for January 11, 2011.

7. Public Comment: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a "Request to Speak Card", located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. There is a time limit of three minutes for comments.

None.

8. Consent Calendar: Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff may remove any item for separate consideration.

A. Consideration and possible approval of the November 17, 2010 Work Study and Regular Session Minutes.

B. Consideration and possible approval of expenditures over \$25,000.

- C. Consideration and possible approval of providing funding in the amount of \$5,000 to the East Valley Partnership's Superstition Vistas planning project for the current fiscal year.
- D. Consideration and possible approval of the 2011-2016 Corporate Strategic Plan.
- E. Consideration and possible approval of the FY2010-2011 Committee Work Programs.
- F. Consideration and possible approval of the amended and restated Intergovernmental Agreement with the Town of Gilbert for Fire Support Services.
- G. Consideration and possible approval of **Resolution 843-10** declaring that certain right-of-way located within the Town of Queen Creek and described as a portion of the Old Rittenhouse Road right-of-way located adjacent to Assessor's Parcel Nos. 304-61-033S, 314-02-901 and 304-61-988 is no longer necessary for public use as a roadway; and declaring said right-of-way abandoned subject to reservation of a public utility easement. (*Continued from November 17, 2010*)
- H. Consideration and possible approval of **Resolution 861-10** Intention to Order the Purchase of Electricity for a Streetlight Improvement District for Hastings Farms Parcel H – SLID #62, No. 2010-001.
- I. Consideration and possible approval of **Resolution 862-10** Ordering the Improvements for the purpose of purchasing electricity for a Streetlight Improvement District for Hastings Farms Parcel H – SLID #62, No. 2010-001.
- J. Consideration and possible approval of **Resolution 863-10** Intention to Order the Purchase of Electricity for a Streetlight Improvement District for Hastings Farms Parcel I – SLID #63, No. 2010-002.
- K. Consideration and possible approval of **Resolution 864-10** Ordering the Improvements for the purpose of purchasing electricity for a Streetlight Improvement District for Hastings Farms Parcel I – SLID #63, No. 2010-002.
- L. Consideration and possible approval of **Resolution 865-10** Intention to Order the Purchase of Electricity for a Streetlight Improvement District for Hastings Farms Parcel J – SLID #64, No. 2010-003.
- M. Consideration and possible approval of **Resolution 866-10** Ordering the Improvements for the purpose of purchasing electricity for a Streetlight Improvement District for Hastings Farms Parcel J – SLID #64, No. 2010-003.
- N. Consideration and possible approval of **Resolution 870-10** authorizing the Town of Queen Creek to assume the rights and obligations as successor in interest to the Queen Creek Water Company under the Water Service Agreement.

Minutes for the Regular Session
Queen Creek Town Council
December 15, 2010
Page 4

O. Consideration and possible approval of an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) to allow the State to acquire Federal funds for Phase II of the Town's Intelligent Transportation System Project.

P. Consideration and possible approval of an Intergovernmental Agreement between the Pinal County Flood Control District and Town of Queen Creek for the perpetual maintenance of flood control improvements in the Santo Vallarta subdivision and a Covenant between Santo Vallarta Homeowners Association; Santo Vallarta Land Partners, LLC, Town of Queen Creek and Pinal County Flood Control District.

Staff requested Item G removed.

Motion to approve the remainder of the Consent Calendar as presented (Barnes/Benning/Unanimous)

Item G: Staff requested a continuance to the January 19, 2011 meeting.

Motion to continue Item G – Resolution 843-10 to the January 19, 2011 meeting (Alston/Barnes/Unanimous)

PUBLIC HEARINGS: If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

9. Public Hearing and possible action on **Resolution 871-10 GP10-039** Major General Plan Amendment, a Town initiated major general plan amendment to incorporate the updated Town Center Plan as an element of the General Plan. *(Continued from December 1, 2010)*

Planning Manager Wayne Balmer provided an overview of the current General Plan and the proposed amendment to add the approved Town Center Plan as an element of the General Plan.

The Public Hearing was opened. No one came for the and the Public Hearing was closed.

Motion to approve Resolution 871-10 GP10-039 Major General Plan Amendment (Barnes/Oliphant/Unanimous)

FINAL ACTION: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

10. Discussion and possible action on **Ordinance 489-10** amending Town Code Chapter 9 Offenses, Article 9-1 Offenses by adding regulations for the sale and use of fireworks.

Fire Marshall Jon Spezzacatena provided background information on the recent approval of HB 2246 allowing the sale and use of certain fireworks in the state effective December 1, 2010. Mr.

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Queen Creek Town Council
December 15, 2010
Page 5

Spezzacatena explained that the current Town Code prohibits the use of fireworks/explosives and needs to be amended to incorporate public display of fireworks; enforcement of code violations – changing from Code Enforcement to Fire Department; signage requirements and assignment of liability for use or illegal use of fireworks.

Council asked if charges for Fire Department equipment were called out in the ordinance. Mr. Spezzacatena responded that it was similar to the stupid motorist law.

Council discussed allowing the use of legal fireworks on certain days (New Year's Eve & New Year's Day and July 4) and encouraging supervised use of fireworks. Discussion was also about the dry desert conditions of Queen Creek and surrounding areas. Council asked what other communities were allowing. Mr. Spezzacatena responded that Gilbert approved limited use and Mesa was considering limited use. Council asked that outreach to the community on the safe use of fireworks is provided.

Motion to continue Ordinance 489-10 to the January 19, 2011 meeting and directing staff to amend the proposed ordinance to allow the use of legal fireworks on December 31 and January 1; July 3,4 & 5 (Alston/Barnes/Unanimous)

11. Discussion and possible action on **Resolution 849-10 and Ordinance 482-10** amending and establishing fees and charges authorized pursuant to Town ordinances for services related to Fire Prevention Plan Review, Fire Prevention Inspections and other services and fees rendered by or through the Town of Queen Creek.

Fire Marshall Spezzacatena briefly reviewed the August 4, 2010 introduction of the proposed fees and charges and the website posting requirements for 90 days prior to approval of any new fees. Mr. Spezzacatena reported that only a few comments were received from residents outside the Town limits.

Mr. Spezzacatena highlighted specific changes:

- Overview of new construction fees (plan review & inspections)
- One-time event/special hazards (carnivals, etc.)
- Emergency medical equipment and personnel for special events and out-of-town responses (not attributed to automatic aid responses)
- Occupancy (business) inspections – includes three categories: High-annual inspection; medium-includes restaurants – inspection every 2 years; and low- includes offices– inspection every three years. These inspection fees will go into effect July 1, 2011.

Council asked what the inspections would cover. Mr. Spezzacatena replied fire hazards, exits, electrical hazards, alarms and other fire code requirements.

Council discussed life safety requirements (blocked doors, sprinklers); working with business owners to comply with code requirements and avoiding shutting any business down. Council also discussed being pro-active, and avoiding a non-business friendly image while protecting property and life.

Motion to approve Resolution 849-10 and Ordinance 482-10 amending and establishing fees and charges authorized pursuant to Town ordinances for services related to Fire Prevention Plan Review, Fire Prevention Inspections and other services and fees rendered by or through the Town of Queen Creek (Barnes/Benning/Unanimous)

12. Discussion and possible approval of a request by the Town's Transportation Advisory Committee to provide comments to Arizona Department of Transportation (ADOT) on the North-South Freeway Corridor Study.

Community Services Director Tom Condit discussed the objectives for regional transportation, addressing the capacity and network between Apache Junction and Queen Creek and coordination with a rail study. Mr. Condit presented the Transportation Advisory Committees comments and recommendations:

1. In the northern-most part of the study area roughly between Apache Junction and Queen Creek, the Town recommends the alignment stay to the west of the CAP canal for as long as feasible.
2. The Town recommends the western alignment as the preferred alignment to at least the point where the Union Pacific and Magma Arizona railroads meet.

Council asked if other communities support Queen Creek's position. Mr. Condit stated he wasn't sure but the City of Mesa may also prefer the western alignment.

Motion to forward a letter to ADOT with the Town Center Committees recommendations relative to ADOT's North-South Freeway Corridor Study (Benning/Alston/Unanimous)

13. Discussion and possible approval of the Town's 2011 State Legislative Agenda.

Council followed up on the Work Study discussion by requesting the following three major objectives be focuses on:

- State shared revenue
- Library District (Maricopa County Library District)
- Economic Development tools including new employers and expanding existing employers, Tax Increment Financing (TIF), job credits and small business loans

Motion to approve the proposed 2011 State Legislative Agenda (Wheatley/Barnes/Unanimous)

14. Discussion and possible approval of a Professional Services Contract with Williams and Associates for state lobbying services in the amount not to exceed \$54,000.

Management Assistant Wendy Kaserman stated that the Town had worked with Williams and Associates for the past four years and have had good results. She said the contract amount remains the same for this years contract. Council asked if the firm represented any other municipalities. Ms. Kaserman responded that Queen Creek was the only municipality.

Motion to approve the Professional Services Contract with Williams and Associates for state lobbying services in the amount not to exceed \$54,000 (Benning/Alston/Unanimous)

ITEMS FOR DISCUSSION: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

None.

15. Motion to adjourn to Executive Session: The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

None.

16. Adjournment

The meeting adjourned at 8:23pm.

TOWN OF QUEEN CREEK

Craig S. Barnes, Mayor
Gail Barney, Mayor

Attest:
Jennifer F. Robinson
Jennifer F. Robinson, MMC

I, Jennifer F. Robinson, do hereby certify that, to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Minutes of the December 15, 2010 Regular Session of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

Jennifer F. Robinson
Jennifer F. Robinson, MMC

Passed and approved on January 19, 2011.

ATTORNEY APPROVAL FORM FOR THE TOWN OF QUEEN CREEK

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF QUEEN CREEK, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the TOWN under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 15th day of December, 2010.



Town Attorney



TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012010004332 (**IGA/JPA 10-212-I**), an Agreement between public agencies, i.e., The State of Arizona and Town of Queen Creek, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 23, 2011

TOM HORNE
Attorney General

A handwritten signature in cursive script that reads 'Susan Davis'.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ln:#1660711
Attachment

Requesting Department:

Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: PATRICK FLYNN, ASSISTANT TOWN MANAGER/CFO
CHRIS DOVEL, TOWN ENGINEER
MARC PALICHUK, ENGINEER**

RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE "MAP OF DEDICATION" FOR QUEEN CREEK ROAD, CRISMON ROAD, RYAN ROAD, AND 220th STREET RIGHTS-OF-WAY, A REQUEST BY JORDE FARMS INC.

DATE: JUNE 6, 2012

Staff Recommendation:

Staff recommends approval of the "Map of Dedication" for Queen Creek Road, Crismon Road, Ryan Road, and 220th Street Rights-of-Way.

Relevant Council Goal(s):

Town of Queen Creek Corporate Strategic Plan - Key Result Area 1 - Objective 1

- *Monitor, time and sequence the Town's Capital Improvement Program (CIP) so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.*

Proposed Motion:

Move to approve the "Map of Dedication" for Queen Creek Road, Crismon Road, Ryan Road, and 220th Street Rights-of-Way.

Discussion:

The applicant is requesting approval of the Map of Dedication for Queen Creek Road, Crismon Road, Ryan Road, and 220th Street Rights-of-Way. This roadway dedication is a requirement of the previously Council approved Siete Solar Project.

This portion of Queen Creek Road and Crismon Road is planned as a Major Arterial Road. The half street of Right-of-Way that is required for a Major Arterial Road is 55 feet per Town of Queen Creek Standards. This portion of Ryan Road and 220th Street is planned as a Major Collector Road. The half street of Right-

of-Way that is required for a Major Collector Road is 40 feet per Town of Queen Creek Standards.

The Map also grants an 8 Foot Public Utility Easement and an 85' Drainage Easement to the Public. The 8' Public Utility Easement will be utilized to complete utility infrastructure improvements. The 85' Drainage Easement is located north of Queen Creek Road and is required to allow space for a future drainage channel per the Flood Control District of Maricopa County "East Mesa Area Drainage Master Plan" that encompasses northerly portions of Queen Creek.

Fiscal Impact:

The Town will be impacted with future roadway maintenance costs. The Owner (Siete Solar) will construct improvements along Queen Creek Road and a 660 ft. segment on 220th Street immediately north of Queen Creek Road. The Owner is depositing cash-in-lieu payments to the Town for the future improvements along Crismon Road, Ryan Road and the portion of 220th Street not being constructed with the project.

Alternatives:

Not to accept the additional Rights-of-Way and easements that are being dedicated by the developer per the requirements of the approved Siete Solar project. If the Town does not accept the additional Rights-of-Way and easements, the roadway improvements and drainage channel improvements will not be able to be constructed to accommodate the planned designs.

Attachments:

Map of Dedication

Requesting Department:

Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: PATRICK FLYNN, ASSISTANT TOWN MANAGER/CFO
CHRIS DOVEL, TOWN ENGINEER
MARC PALICHUK, ENGINEER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE "MAP
OF DEDICATION" FOR ROCK POINT CHURCH, A REQUEST BY
ROCK POINT CHURCH.**

DATE: JUNE 6, 2012

Staff Recommendation:

Staff recommends approval of the "Map of Dedication" for Rock Point Church.

Relevant Council Goal(s):

Town of Queen Creek Corporate Strategic Plan - Key Result Area 1 - Objective 1

- *Monitor, time and sequence the Town's Capital Improvement Program (CIP) so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.*

Proposed Motion:

Move to approve the "Map of Dedication" for Rock Point Church.

Discussion:

The applicant is requesting approval of the "Map of Dedication" for Rock Point Church. The Map dedicates Rights-of-Way for Power Road and Ivy Lane to the Town of Queen Creek.

This portion of Power Road is planned to be a Principal Arterial Road. The half street of Right-of-Way that is required for a Principal Arterial Road is 70 feet per Town of Queen Creek Standards. This portion of Ivy Lane is planned to be a Major Collector Road. The half street of Right-of-Way that is required for a Major Collector Road is 40 feet per Town of Queen Creek Standards. Also shown on the Map is an 8 foot Public Utility Easement and a 35 foot Drainage Easement

which are required to be granted to the public to complete infrastructure improvements.

Fiscal Impact:

The Town will be impacted with future roadway maintenance costs. The Owner will construct interim improvements along Power Road and partial improvements along Ivy Lane. The Owner will pay cash-in-lieu to the Town for the future and ultimate improvements on Power Road, the ultimate drainage channel improvements, and the remainder of the improvements along Ivy Lane.

Alternatives:

Not to accept the additional Rights-of-Way and easements that are being dedicated by the developer per the requirements of the approved Rock Point Church project. If the Town does not accept the additional Rights-of-Way and easements, the roadway improvements and drainage channel improvements will not be able to be constructed to accommodate the planned designs.

Attachments:

Map of Dedication

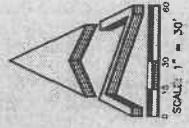
SHEET 2
 081200
 SCALE: 1" = 80'
 BMB/WH/5

Stange & Associates, Ltd.
 Consulting Engineers
 409 S. El Dorado
 Mesa Arizona 85208
 (480) 892-8090



A PORTION OF G.L.O. LOT 3 IN SECTION 30, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, AZ

MAP OF DEDICATION
 REVISIONS:



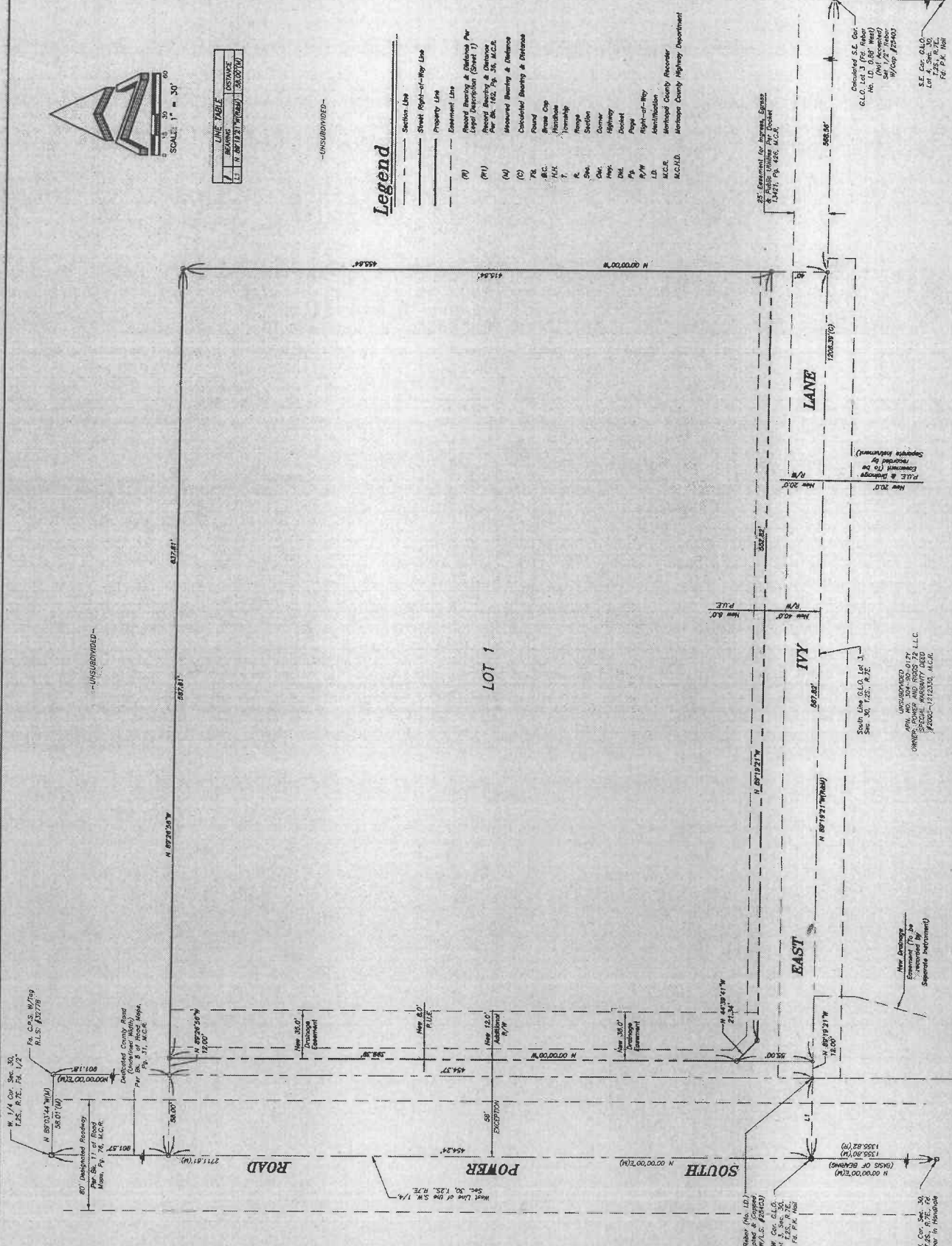
| NO. | REVISION | DATE | BY | CHECKED |
|-----|----------|---------|----|---------|
| 1 | ISSUED | 1/30/07 | ST | ST |
| 2 | REVISED | 1/30/07 | ST | ST |

Legend

- Section Line
- Shaded Right-of-Way Use
- Property Line
- Easement Line
- (P) Record Platting & Platinal Per Legal Description (Sheet 1)
- (P1) Record Platting & Platinal Per Plat. No. 125, Pgs. 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100
- (C) Calculated Bearing & Distance
- Found
- Brew Cup
- Iron Pipe
- Iron Stake
- Survey Stake
- Survey
- Corner
- Old
- Prop.
- Dist.
- Diagonal
- Right-of-Way
- Page
- Identification
- Maricopa County Recorder
- M.C.R.L.D.
- Maricopa County Highway Department

-UNSUBMITTED-

-UNSUBMITTED-



PLAT & EASEMENTS TO BE EXEMPTED TO BE SUBJECT TO BE EXEMPTED FROM PROPERTY RESTRICTIONS
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)

NEW DEDICATION TO BE EXEMPTED FROM PROPERTY RESTRICTIONS
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)

NEW DEDICATION TO BE EXEMPTED FROM PROPERTY RESTRICTIONS
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)

NEW DEDICATION TO BE EXEMPTED FROM PROPERTY RESTRICTIONS
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)
 S.W. COR. G.L.O. LOT 3, SEC. 30, T.2S., R.7E., 7th P.M. 1355.02 (P)

LOT 1

Requesting Department:
Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: PATRICK FLYNN, ASSISTANT TOWN MANAGER/CFO
CHRIS DOVEL, TOWN ENGINEER
MARC PALICHUK, ENGINEER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A
"WARRANTY DEED" WHICH DEEDS AND CONVEYS A
PORTION OF ELLSWORTH ROAD TO THE TOWN OF QUEEN
CREEK, A REQUEST BY QUEEN CREEK UNIFIED SCHOOL
DISTRICT.**

DATE: JUNE 6, 2012

Staff Recommendation:

Staff recommends approval of the "Warranty Deed" which deeds and conveys a portion of Ellsworth Road to the Town of Queen Creek.

Relevant Council Goal(s):

Town of Queen Creek Corporate Strategic Plan - Key Result Area 1 - Objective 1

- *Monitor, time and sequence the Town's Capital Improvement Program (CIP) so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.*

Proposed Motion:

Move to approve the "Warranty Deed" which deeds and conveys a portion of Ellsworth Road to the Town of Queen Creek.

Discussion:

The applicant is requesting approval of the "Warranty Deed". The Warranty Deed will dedicate 55 feet of Right-of-Way adjacent to the Queen Creek Unified School District Transportation Facility on Ellsworth Road north of Rittenhouse Road and south of Barnes Pkwy.

Fiscal Impact:

The Town will be impacted with future roadway maintenance costs for the new street improvements that were constructed as part of Creek Unified School District Transportation Facility project.

Alternatives:

The Ellsworth Road half street improvements were completed by the Queen Creek Unified School District. The dedication of the half street was a requirement of the approved project. No viable alternative have been identified.

Attachments:

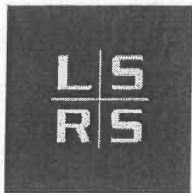
Warranty Deed

Exhibit "A"

Exhibit "B"

Exhibit A

CONFIDENTIAL



FEBRUARY 2, 2011
PROJECT #11001

EXHIBIT "A"
LEGAL DESCRIPTION

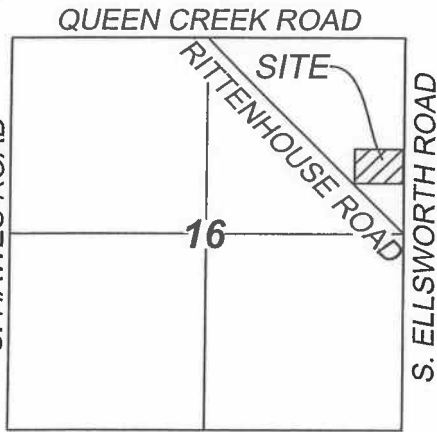
ELLSWORTH ROAD
RIGHT-OF-WAY

THE WEST 22.00 FEET OF THE EAST 55.00 FEET OF THAT CERTAIN PARCEL DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2010-0273298, RECORDS OF MARICOPA COUNTY, ARIZONA.

CONTAINING 6,600 SQUARE FEET.



Exhibit B




OCOTILLO ROAD
VICINITY MAP
N.T.S.

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 33.00 | S89°09'58"W |
| L2 | 22.00 | S89°09'58"W |
| L3 | 22.00 | N89°09'58"E |

LEGEND



-  FOUND TOWN OF QUEEN CREEK BRASS CAP IN HANDHOLE
- R/W RIGHT-OF-WAY
- M.C.R. MARICOPA COUNTY RECORDER
- BK. BOOK
- PG. PAGE
- NO. NUMBER



LSRS
LAND SURVEYING
2231 W. CALLE DEL SOL
PHOENIX, ARIZONA 85085
PH: (480) 650-4006
FAX: (480) 718-7668

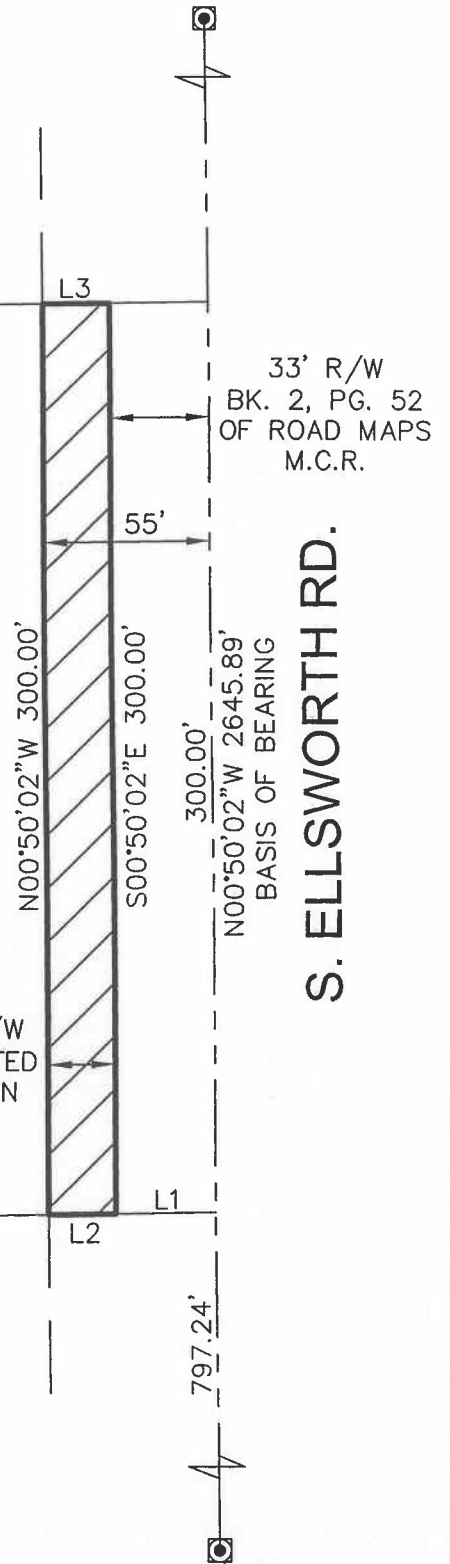
RIGHT-OF-WAY ELLSWORTH ROAD QUEEN CREEK, ARIZONA

NORTHEAST CORNER
SECTION 16, T2S, R7E

DOCUMENT NO.
2003-0280524 M.C.R.
NOT A PART

DOCUMENT NO.
2010-0273298 M.C.R.
OWNER: QUEEN CREEK
UNIFIED SCHOOL DISTRICT

DOCUMENT NO.
1992-040426 M.C.R.
NOT A PART



EAST 1/4 CORNER
SECTION 16, T2S, R7E

PROJ. NO: 11001
CAD FILE: 11001_EXHIBIT
DATE: 1/31/11
DRAWN: JV
REVISIONS:

EXHIBIT
B
SHEET
1 OF 1

Requesting Department:

Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: PATRICK FLYNN, ASSISTANT TOWN MANAGER/CFO
CHRIS DOVEL, TOWN ENGINEER
MARC PALICHUK, ENGINEER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A
"WARRANTY DEED" WHICH DEEDS AND CONVEYS THREE
TRACTS LOCATED WITHIN A PORTION OF THE PUBLIC
ROADWAY OF THE ASH CREEK ESTATES SUBDIVISION, A
REQUEST BY ASH CREEK ESTATES HOMEOWNERS
ASSOCIATION.**

DATE: JUNE 6, 2012

Staff Recommendation:

Staff recommends approval of the "Warranty Deed" which deeds and conveys three Tracts located within a portion of the public roadway in the Ash Creek Estates Subdivision.

Relevant Council Goal(s):

Town of Queen Creek Corporate Strategic Plan - Key Result Area 1 - Objective 1

- *Monitor, time and sequence the Town's Capital Improvement Program (CIP) so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.*

Proposed Motion:

Move to approve the "Warranty Deed" which deeds and conveys three Tracts located within a portion of the public roadway of the Ash Creek Estates Subdivision.

Discussion:

The applicant is requesting approval of the "Warranty Deed". The Warranty Deed will deed and convey Tracts C1, C2, and C3 to the Town of Queen Creek. The Tracts are 10 foot diameter circles and were intended for aesthetic purposes to be landscape islands located in the center of the public roadway. They consisted of raised curb and gutter and an area in the middle for landscaping.

The raised islands have recently been removed and decorative concrete pavers put in their place to match the adjacent surfacing due to the Town's concern about vehicle safety as there have been many reports about large and small vehicles coming into contact and damaging the islands.

Fiscal Impact:

The Town will be impacted with normal maintenance costs of the new decorative concrete pavers versus the raised curb and gutter maintenance costs installed within the Right-of-Way that is being dedicated to the Town. The Owner has paid for and installed the pavers.

Alternatives:

Not to accept the Right-of-Way that is being dedicated by the Owner. If the Town does not accept the additional right of way, the Town will require a roadway easement to allow the Town to maintain the portions of the roadway that lie within the Tracts.

Attachments:

Warranty Deed
Exhibit "A"
Exhibit "B"

When recorded, return to:
Town of Queen Creek
Public Works
22350 South Ellsworth Road
Queen Creek, AZ 85242

WARRANTY DEED

The undersigned Grantor, Ashcreek Estates Homeowners Association, an Arizona non-profit corporation, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, hereby deeds and conveys to the Town of Queen Creek, Arizona, an Arizona municipal corporation, its successors and assigns ("Grantee"), certain real property situated in Maricopa County, Arizona (the "Property") legally described in exhibit "A", and depicted in Exhibit "B".

Subject to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances and liens (excluding deeds of trust, mechanics liens, and judgment liens arising from the action of Grantor), covenants, conditions, restrictions, obligations and liabilities as may appear of record or would be revealed by a complete and thorough inspection and survey of the premises and all restrictions imposed by law.

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed this 18th day of April, 2011.

Grantor:
Ashcreek Estates Homeowners Association,
an Arizona non-profit corporation

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 18th day of April,
2007 by Jerry Ledderhof.
2011

Brenda Maple
Notary Public

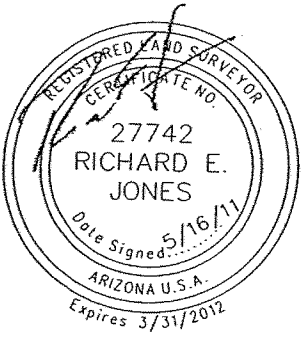
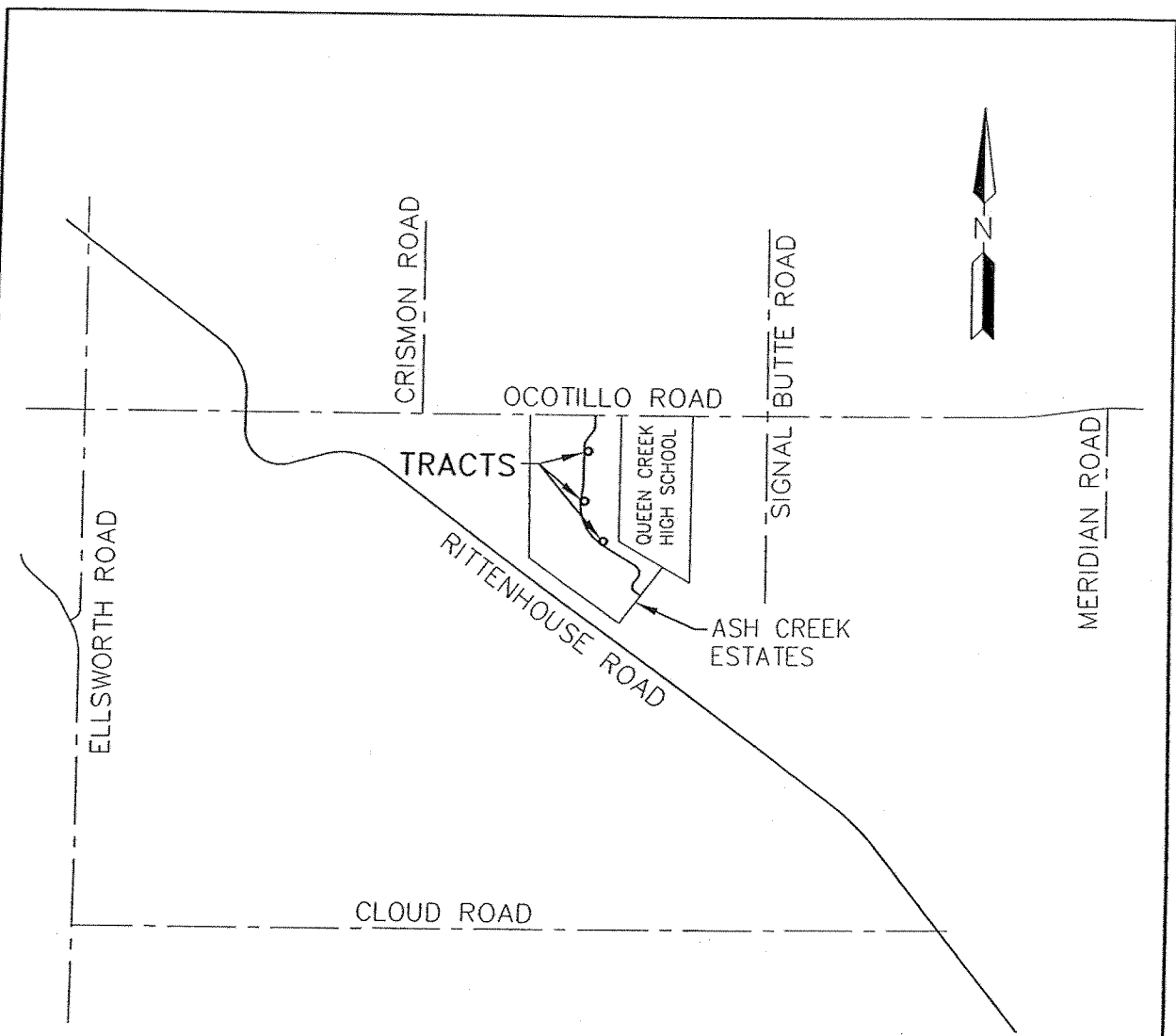
My Commission Expires: Nov. 28, 2014



BRENDA MAPLE
Notary Public - Arizona
Maricopa County
Expires 11/28/2014

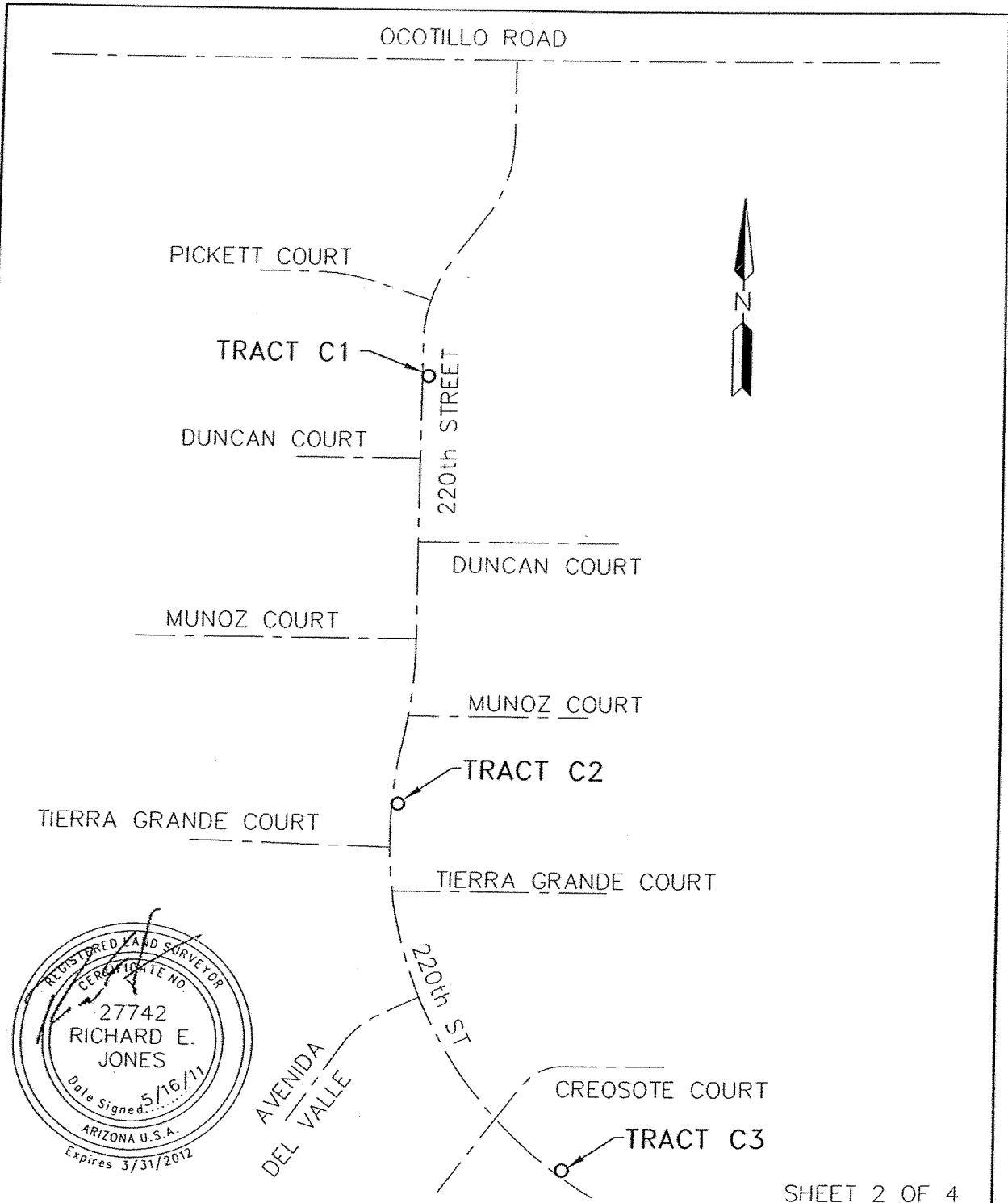
Exhibit A

Tracts C1, C2 and C3 of Ash Creek Estates according to the final plat thereof recorded in Book 789 of Maps, Page 39, Records of Maricopa County, Arizona.



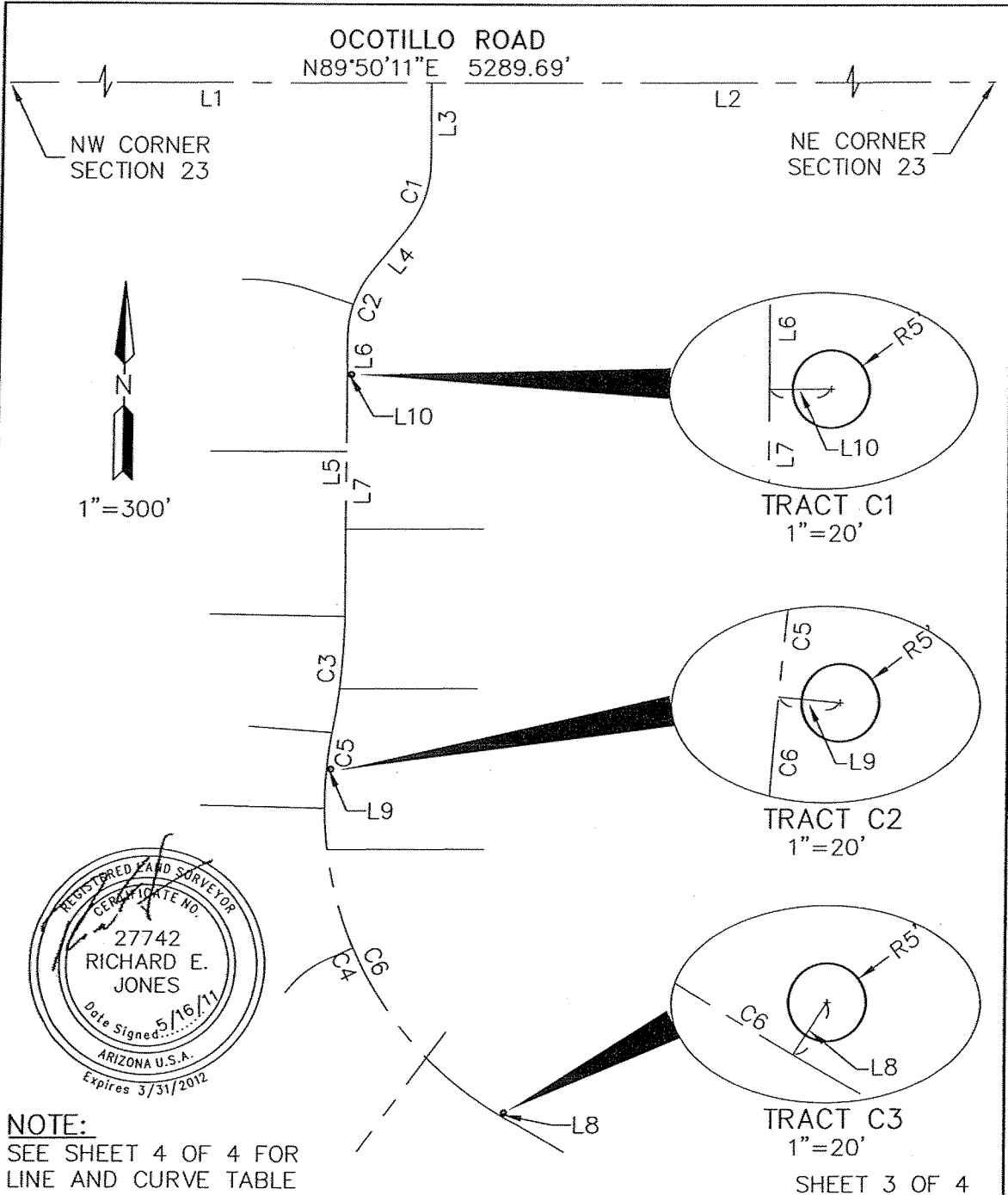
SHEET 1 OF 4

| | | |
|----------------|------------------------------|--|
| PROJ. NO. 9529 | ASH CREEK ESTATES | VANTAGE RESOURCES, LLC |
| DATE: 5/2011 | 220th STREET & OCOTILLO ROAD | |
| SCALE: NONE | QUEEN CREEK, ARIZONA | 3010 SOUTH PRIEST DR. STE 201 TEMPE, ARIZONA 85282 PH (480) 629-8830 |
| DRAWN BY: SKF | EXHIBIT B | |
| CHECKED BY: TP | VICINITY MAP | |



SHEET 2 OF 4

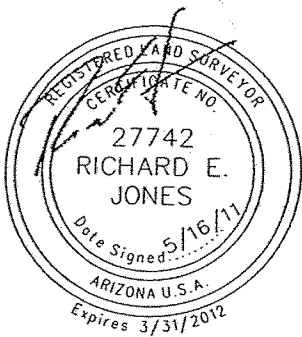
| | | |
|----------------|---|----------------------------------|
| PROJ. NO. 9529 | ASH CREEK ESTATES | VANTAGE RESOURCES, LLC |
| DATE: 5/2011 | 220th STREET & OCOTILLO ROAD | |
| SCALE: NONE | QUEEN CREEK, ARIZONA | 3010 SOUTH PRIEST DR. STE 201 |
| DRAWN BY: SKF | EXHIBIT B TRACT DEDICATION MAP | TEMPE, ARIZONA 85282 |
| CHECKED BY: TP | | PH (480) 629-8830 |



| | | |
|----------------|------------------------------|---|
| PROJ. NO. 9529 | ASH CREEK ESTATES | VANTAGE RESOURCES, LLC |
| DATE: 5/2011 | 220th STREET & OCOTILLO ROAD | |
| SCALE: 1"=300' | QUEEN CREEK, ARIZONA | 3010 SOUTH PRIEST DR. STE 201 |
| DRAWN BY: SKF | EXHIBIT B | TEMPE, ARIZONA 85282 |
| CHECKED BY: TP | TRACT DEDICATION MAP | PH (480) 629-8830 |

| Curve Table | | | | |
|-------------|--------|---------|--------|---------|
| Curve # | Length | Radius | Delta | Tangent |
| C1 | 135.72 | 199.96 | 038.89 | 70.59 |
| C2 | 135.73 | 200.00 | 038.88 | 70.60 |
| C3 | 244.90 | 1270.00 | 011.05 | 122.83 |
| C4 | 898.39 | 700.00 | 073.53 | 523.04 |
| C5 | 70.10 | 700.00 | 005.74 | 35.08 |
| C6 | 792.80 | 700.00 | 064.89 | 445.02 |

| Parcel Line Table | | |
|-------------------|---------|-------------|
| Line # | Length | Direction |
| L1 | 2637.21 | N89°50'11"E |
| L2 | 2652.48 | N89°50'11"E |
| L3 | 155.01 | S00°09'49"E |
| L4 | 109.33 | S38°43'18"W |
| L5 | 520.31 | S00°09'49"E |
| L6 | 72.27 | S00°09'49"E |
| L7 | 448.04 | S00°09'49"E |
| L8 | 8.00 | N33°09'39"E |
| L9 | 8.00 | S84°51'08"E |
| L10 | 8.00 | N89°50'11"E |



SHEET 4 OF 4

| | | |
|----------------|---|----------------------------------|
| PROJ. NO. 9529 | ASH CREEK ESTATES | VANTAGE RESOURCES, LLC |
| DATE: 5/2011 | 220th STREET & OCOTILLO ROAD | |
| SCALE: 1"=300' | QUEEN CREEK, ARIZONA | 3010 SOUTH PRIEST DR. STE 201 |
| DRAWN BY: SKF | EXHIBIT B TRACT DEDICATION MAP | TEMPE, ARIZONA 85282 |
| CHECKED BY: TP | | PH (480) 629-8830 |



Requesting Department:

Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: PATRICK FLYNN, ASSISTANT TOWN MANAGER/CFO
CHRIS DOVEL, TOWN ENGINEER**

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A WORK ORDER TO CPC CONSTRUCTION, INC. (TOWN CONTRACT 2011-082), IN THE AMOUNT OF \$183,908 FOR THE CONSTRUCTION OF THE RITTENHOUSE ROAD IMPROVEMENTS FOR A WESTBOUND LEFT-TURN LANE AT 198TH STREET. A PORTION OF THIS PROJECT WILL BE FUNDED FROM MARICOPA COUNTY'S SPECIAL PROJECT FUND (SPF) IN THE AMOUNT OF \$100,000. THE REMAINING COST OF \$83,908 IS BUDGETED WITHIN THE TOWN'S ADOPTED FY11/12 CAPITAL IMPROVEMENT PROGRAM.

DATE: JUNE 6, 2012

Staff Recommendation:

Approval of a Work Order to CPC Construction, Inc. (Town Contract 2011-082), in the amount of \$183,908 for the construction of the Rittenhouse Road improvements for a westbound left-turn lane at 198th Street.

Relevant Council Goal(s):

Town of Queen Creek Corporate Strategic Plan - Key Result Area 1 - Objective 1

- *Monitor, time and sequence the Town's Capital Improvement Program (CIP) so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.*

Proposed Motion:

Move to approve a Work Order to CPC Construction, Inc. (Town Contract 2011-082), in the amount of \$183,908 for the construction of the Rittenhouse Road improvements for a westbound left-turn lane at 198th Street.

Discussion:

As through traffic continually increases along Rittenhouse Road, staff continues to observe rear-end collision accidents at the intersection of 198th Street and Rittenhouse Road. The primary reason for these accidents is the need for a westbound left turn lane on

Rittenhouse Road that currently does not exist. Over a 24 month period (December 2009 – December 2011) there have been 16 rear-end collisions at this intersection – seven of which resulted in injury.

The Town applied for funding through the Maricopa County's Special Project Fund (SPF). To receive funding from the SPF, a project must meet minimum qualifying safety criteria established by the County. The Town was successful in obtaining a \$100,000 grant through the SPF program.

On March 7, 2012, Council approved an Intergovernmental agreement (IGA) with Maricopa County Department of Transportation (MCDOT) to use the \$100,000 SPF grant for improvements to Rittenhouse Road at 198th Street for construction of a westbound left turn lane. The remaining funding of \$83,908 (\$63,908 CPC Construction, Inc. Work Order plus \$20,000 contingency) for the project will be paid via the Town's adopted 2011-12 CIP budget. Staff is utilizing City of Chandler's cooperative contract #ST2-745-3039 for CPC Construction, Inc. services.

Fiscal Impact:

Per Section 9.2 of the IGA, staff invoiced MCDOT for the \$100,000 awarded from the Special Project Fund for this project on April 25, 2012.

Sufficient funds, totaling \$83,908, are currently available within the Drainage & Transportation Fund, in the Construction Services account of the Rittenhouse Road widening project at 198th Street, fiscal account #305-431-0805-00000-408001-A0304, to fund the remaining balance of Work Order 003 with CPC Construction.

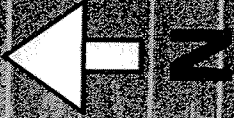
Alternatives:

Council could choose not to construct the project. If the Town does not construct the project, the Town would forfeit the \$100,000 MCDOT contribution

Attachments:

1. Project Site Map
2. CPC Construction, Inc. Work Order
3. IGA for Improvements to Rittenhouse Road at 198th Street

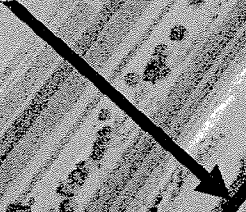
ATTACHMENTS



Hawes Rd

Rittenhouse Road


Project Limits



198th Street

Remington Heights



| | | |
|--|------------------------------|--------------|
|  WORK ORDER | CONTRACT NUMBER: 2011-082 | June 6, 2012 |
| | WORK ORDER NUMBER 003 | |

TO: CPC Construction, Inc.
Contractor

FROM: Tom Narva
Senior Project Manager
Town of Queen Creek

RE: Rittenhouse Road @ 198th Street (Town Project No. A0304)

This Job Order is issued pursuant to the Agreement between the Town of Queen Creek and Contractor dated Month, Day, 2012, and the other documents that were made part of and referenced in the Agreement. This Job Order is the Notice to Proceed with the subject Job Order Project on the below Job Order Beginning Date. The terms of this Job Order are as follows:

| | |
|--|--|
| Part I - Scope of Job Order Work | |
| 1. Description of the Scope of Job Order Work: Work will be per plans, and includes labor, equipment and materials to perform saw cut and removal of existing asphalt pavement, excavation and disposal of all generated spoils grading and installation of new single curb, installation of 12" thick ABC, 3" thick A-19 and 2" thick A-125 on Rittenhouse Road at 198th Street (Town Project No. A0304). Price includes potholing allowance, traffic control, and survey. (Pricing per City of Chandler Contract #ST2-745-3039) | |
| 2. A list of each task, quantities for each task, total price for each task and total price for all tasks is attached as "Attachment 1", if applicable. The Town may require the Contractor to submit and complete this item. | |
| 3. Description, Unit of Measurement, Price of Tasks (Other Tasks) and their quantity not included should be submitted by Contractor to the Town of Queen Creek as "Attachment 2", if applicable. | |
| 4. A list of Drawings and Specifications for the Project is attached as "Attachment 3", if applicable. | |

| | | |
|---|--|------------------|
| Part II - Specific Information | | |
| 1. Job Order Price | | \$163,907.25 |
| 2. Schedule | Work Order Beginning Date: (*Date project must start - SEE PART IV) | June 11, 2012 |
| | Work Order Final Completion Date: i.e. Date project is complete, including, without limitation, all deficiency, incomplete or correction items (Job Order Punch List) | November 8, 2012 |
| If there are more than sixty (60) calendar days between the Beginning Date and the Final Completion Date, or if the Town of Queen Creek has requested a Job Order Progress Schedule, a Job Order Progress Schedule should be attached as "Attachment 4" | | |

Part III - Approvals

| | |
|--------------------------|----------------|
| _____ Mayor | _____ Date |
| _____ Town Manager | _____ Date |
| _____ Director | 5/9/12 Date |
| _____ Supervisor | 5/8/12 Date |
| _____ Project Manager | 5/8/12 Date |
| _____ Contractor | 5/8/12 Date |

| | | |
|--|------|-------|
| Part IV - Purchase Order | | |
| *Per Town Purchasing Policy, a purchase order MUST be in place PRIOR to the authorization of notice to proceed | | |
| Purchase Order Number | Date | Total |



Proposal

Job Code 9511 - Town of Queen Creek 198th and Rittenhouse
Job Description

Job Location
Job City
Job State

Bid Date
Bid Time 5:00:00 PM

| Line No. | Pay Item No. | Description Subtotal Description | Quantity | Unit of Measure | Unit Price | Total Price |
|---------------------|--------------|-------------------------------------|----------|-----------------|------------|-------------------|
| 1 | 1 | Saw Cut & Remove Existing Pavement | 510.00 | SY | 25.00 | 12,750.00 |
| 2 | 2 | Saw Cut & Remove Existing Curb | 224.00 | LF | 8.00 | 1,792.00 |
| 3 | 3 | Subgrade Prep | 1,400.00 | SY | 25.00 | 35,000.00 |
| 4 | 4 | 2" A-12.5 on 3" A-19 on 12" ABC | 1,400.00 | SY | 60.00 | 84,000.00 |
| 5 | 5 | Install MAG 222 Type A Single Curb | 1,989.00 | LF | 12.25 | 24,365.25 |
| 6 | 6 | Allowance for Potholing | 1.00 | LS | 1,000.00 | 1,000.00 |
| 7 | 7 | Traffic Control | 1.00 | LS | 5,000.00 | 5,000.00 |
| GRAND TOTAL: | | | | | | 183,907.25 |

Note: Work will be per plans, and include saw cut and removal of existing asphalt pavement, excavation and disposal of all generated spoils grading and installation of new single curb, installation of 12" thick ABC, 3" thick A-19 and 2" thick A-12.5. Price includes potholing allowance, traffic control, and survey. CPC reserves the right to bill for additional work performed not included on this proposal.

Inclusion: Labor, Equipment & Materials

Exclusions:

- 1) Unforeseen Conditions
- 2) Testing
- 3) Permits, Fees
- 5) Any Item Not Specifically Included on this Proposal
- 6) Police Officers
- 7) Striping

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Submitted By: Troy Colby

Signed: _____

Title: _____

INTERGOVERNMENTAL AGREEMENT

BETWEEN MARICOPA COUNTY AND THE TOWN OF QUEEN CREEK

FOR IMPROVEMENTS TO: RITTENHOUSE ROAD AT 198TH STREET

(TT003)

(C-64-12-007 -M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State (**the "County"**), and the Town of Queen Creek, an Arizona municipal corporation (**Queen Creek**). The County and Queen Creek are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. A.R.S. §11-251 and §§28-6701 et seq. authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. §§11-951 et seq. authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. Through warrant and safety studies, Queen Creek identified the need for improvements at Rittenhouse Road and 198th Street. The improvements will develop a westbound, center, left-turn lane at the intersection by providing additional pavement width (**the "Project"**).
4. The Project is designed to Queen Creek design standards and is anticipated to begin construction in March 2012. Queen Creek is the lead agency for the Project. The cost of the Project is currently estimated at \$177,500.
5. The Board of Supervisors, by Resolution in May 2002, approved the creation of the Transportation Advisory Board Special Project Fund (**TAB-SPF**) in the amount of \$1,000,000 per fiscal year. The Board of Supervisors increased the TAB-SPF to \$1,500,000 by Amendment Resolution 02-05A in June 2007.

- 5.1 The TAB-SPF may be utilized by the Maricopa County Department of Transportation (**MCDOT**) to respond to proposed projects as determined appropriate by the Transportation Advisory Board (**TAB**).
- 5.2 The TAB-SPF is administered by MCDOT, in accordance with the Board of Supervisors resolutions, through MCDOT Policy T 1103.
6. On November 17, 2011 the Transportation Advisory Board (TAB) recommended that the Board of Supervisors fund the Project submitted by Queen Creek from the FY 2012 Special Project Fund (SPF) in the amount of \$100,000.

PURPOSE OF THE AGREEMENT

7. The purpose of this Agreement is to identify and define the responsibilities of the County and Queen Creek for the cost sharing, design, construction, construction management, rights-of-way acquisition, utility relocation, and annexation of the Project.

TERMS OF THE AGREEMENT

8. Responsibilities of the County:

- 8.1 The County shall cooperate with Queen Creek in the completion of the Project.
- 8.2 The County shall issue permits at no cost to Queen Creek for work done on the Project within County jurisdiction.
- 8.3 The County shall remit payment to Queen Creek within 30 days of receipt of an invoice from Queen Creek for \$100,000.
- 8.4 Upon approval of this Agreement by the County Board of Supervisors, the County shall notify Queen Creek that the Board has approved the Agreement.

9. Responsibilities of Queen Creek:

- 9.1 Queen Creek shall act as the Lead Agency for the Project consistent with Queen Creek standards to include, but not be limited to, the design, construction, construction management, rights-of-way acquisition, and utility relocations, as applicable.
- 9.2 Queen Creek shall invoice the County for \$100,000 upon approval of this agreement by the Board of Supervisors. A copy of the bid award shall be included with the invoice.
- 9.3 Queen Creek shall provide for the County a final accounting of all funds upon completion of the Project.
- 9.4 Queen Creek shall return any remaining funds to the County upon completion of the Project.

GENERAL TERMS AND CONDITIONS

10. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
11. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and shall remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
12. This Agreement shall be subject to the provisions of A.R.S. §38-511.
13. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 13.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer;
 - 13.2 That any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;
 - 13.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection;
 - 13.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
14. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by ARS sections 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a party to perform work on the

Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.

15. Each Party in this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement are not suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
16. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
18. This Agreement shall not be modified or extended except by written instrument adopted under the requirements for adopting a new agreement.
19. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
20. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Queen Creek Town Council in such fiscal year.
21. This Agreement has been arrived at by negotiation and shall not be construed against any Party or against the Party who prepared the last draft.
22. Unless otherwise lawfully terminated by the Parties, this Agreement shall expire upon the completion and acceptance of the Project and the fulfillment of all terms of the Agreement.

End of Agreement - Signature Page to Follow

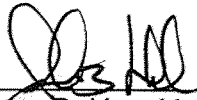
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

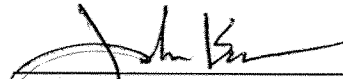
TOWN OF QUEEN CREEK

Recommended by:

Recommended by:




John B. Hauskins, P.E. 2-8-2012
Transportation Director Date




John Kross 3-7-12
Town Manager Date

Approved and Accepted by:

Approved and Accepted by:



Max Wilson, Chairman APR 11 2012
Board of Supervisors Date




Gail Barney 3-7-12
Mayor Date

Attest by:

Attest by:



Fran McCarroll APR 11 2012
Clerk of the Board Date



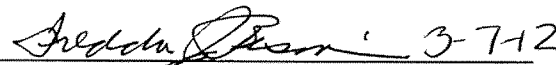
Jennifer Robinson 3-7-12
Town Clerk Date

**APPROVAL OF DEPUTY COUNTY ATTORNEY
AND ATTORNEY FOR THE TOWN**

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.



Deputy County Attorney April 11 2012
Date



Town Attorney 3-7-12
Date



Requesting
Department:

Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: TROY WHITE, PUBLIC WORKS DIVISION MANAGER

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY FLOOD CONTROL DISTRICT, GILBERT, AND THE TOWN OF QUEEN CREEK FOR THE UTILITY RELOCATIONS, RIGHTS-OF-WAY ACQUISITION, CONSTRUCTION, CONSTRUCTION MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE SONOQUI WASH CHANNELIZATION – QUEEN CREEK WASH TO CHANDLER HEIGHTS

DATE: June 6, 2012

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the Intergovernmental Agreement between the Maricopa County Flood Control District (the “DISTRICT”), Gilbert, and the Town of Queen Creek for the Utility Relocations, Rights-of-way Acquisition, Construction, Construction Management, Operations and Maintenance of the Sonoqui Wash Channelization – Queen Creek Wash to Chandler Heights.

Relevant Council Goal: Regional Partnerships

Proposed Motion: Motion to approve Amendment No. 1 to the Intergovernmental Agreement between the DISTRICT, Gilbert, and the Town of Queen Creek for the Utility Relocations, Rights-of-way Acquisition, Construction, Construction Management, Operations and Maintenance of the Sonoqui Wash Channelization – Queen Creek Wash to Chandler Heights.

Discussion: This Amendment has no effect on the Town of Queen Creek.

The Sonoqui Wash Channelization Intergovernmental Agreement (IGA) between the DISTRICT, Gilbert, and the Town of Queen Creek was approved in March 2005 and defined construction, and operation and maintenance responsibilities for the Sonoqui Wash Phase I (Higley Road to Chandler Heights Road).

The project included channelization of Sonoqui Wash from the confluence with Queen Creek Wash (northwest corner of Higley and Ocotillo roads) upstream to Chandler Heights Road and reduced a one-half mile wide floodplain to within the limits of the channelized project (PROJECT). The PROJECT included a large sediment basin within the channel at the confluence with Queen Creek Wash (northwest corner of Higley and Ocotillo roads) located within the jurisdiction of GILBERT.

The IGA included responsibilities for both GILBERT and QUEEN CREEK to operate and maintain the PROJECT within their respective jurisdictions. The DISTRICT has ongoing operation and maintenance responsibilities for Queen Creek Wash including at the confluence with the PROJECT, and including removal of sediment from Queen Creek Wash. Sediment from the PROJECT that is captured in the large sediment basin is generated from both GILBERT and QUEEN CREEK. The DISTRICT has operation and maintenance capabilities for sediment removal that the towns do not have.

The DISTRICT and GILBERT desire to amend the operation and maintenance responsibilities for sediment removal from the PROJECT sediment basin at the confluence with Queen Creek Wash, downstream of Higley Road.

Fiscal Impact: There are no fiscal impacts to the Town.

Alternatives:

N/A

Attachments:

Amendment No. 1 to the IGA

When Recorded Return to:
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

**AMENDMENT NO. 1
IGA FCD 2004A015A**

TO

INTERGOVERNMENTAL AGREEMENT

IGA FCD 2004A015

Among the

Flood Control District of Maricopa County,

Town of Gilbert

and the

Town of Queen Creek

for the

Utility Relocations, Rights-of-way Acquisition, Construction, Construction Management,

Operation and Maintenance

of the

Sonoqui Wash Channelization – Queen Creek Wash to Chandler Heights Road

Agenda Item _____

This Amendment No. 1, also known as Intergovernmental Agreement (IGA) FCD 2004A015A, to IGA FCD 2004A015 (Agreement) is entered into by and between the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called the DISTRICT, the Town of Gilbert, acting through its Council, hereinafter called GILBERT, and the Town of Queen Creek, acting through its Council, hereinafter called QUEEN CREEK.

This Amendment No. 1 shall become effective as of the date it has been executed by all parties and recorded by the Maricopa County Recorder.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) Section 48-3603, as revised, to enter into this Amendment No. 1 and has authorized the undersigned to execute this Amendment No. 1 on behalf of the DISTRICT.
2. GILBERT is empowered by A.R.S. Sections 11-952, to enter into this Amendment No. 1 and has authorized the undersigned to execute this Amendment No. 1 on behalf of GILBERT.
3. QUEEN CREEK is empowered by A.R.S. Sections 11-952, to enter into this Amendment No. 1 and has authorized the undersigned to execute this Amendment No. 1 on behalf of QUEEN CREEK.

BACKGROUND

4. The Sonoqui Wash Channelization project Resolution FCD 2001R001, was adopted by the Board of Directors (Board) on March 21, 2001 (C-69-01-061-00). Intergovernmental Agreement (IGA) FCD 2002A002 approved by the Board on June 10, 2002 (C-69-02-104-00) and IGA Amendment FCD 2002A002A approved on May 21, 2003 (C-69-02-104-01) defined design and related project responsibilities. IGA FCD 2004A015 was approved by the Board on March 23, 2005 (C-69-05-100-2-00) and defined construction and operation and maintenance responsibilities.
5. The project includes channelization of Sonoqui Wash from the confluence with Queen Creek Wash upstream to Chandler Heights Road and will reduce a one-half mile wide floodplain to within the limits of the channelized project (PROJECT). The PROJECT includes a large sediment basin within the channel at the confluence with Queen Creek Wash, located downstream of Higley Road within the jurisdiction of GILBERT.
6. IGA FCD 2004A015 includes responsibilities for both GILBERT and QUEEN CREEK to operate and maintain the PROJECT within their respective jurisdictions. The DISTRICT has on-going operation and maintenance responsibilities for Queen Creek Wash including at the confluence with the PROJECT, and including removal of sediment from Queen Creek Wash. Sediment from the PROJECT that is captured in the large sediment basin is generated from both GILBERT and QUEEN CREEK. The DISTRICT has operation and maintenance capabilities for sediment removal that the towns do not have.
7. The DISTRICT and GILBERT desire to amend the operation and maintenance responsibilities for sediment removal from the PROJECT sediment basin at the confluence with Queen Creek Wash, downstream of Higley Road.

PURPOSE OF THE AGREEMENT

8. The purpose of this Amendment No. 1 is to redefine the operation and maintenance responsibilities for the DISTRICT and for GILBERT. All terms of IGA FCD 2004A015 as pertains to QUEEN CREEK remain unchanged.

TERMS OF AGREEMENT

9. In accordance with IGA FCD 2004A015, paragraph 13.6, GILBERT will retain all operation and maintenance responsibilities of the PROJECT within their jurisdiction with the exception of

sediment removal from the large sediment basin within the channel at the confluence with Queen Creek Wash, located downstream of Higley Road within the jurisdiction of GILBERT.

10. The DISTRICT will be responsible for sediment removal from the large sediment basin within the channel at the confluence with Queen Creek Wash, located downstream of Higley Road within the jurisdiction of GILBERT.
11. This Amendment No. 1 governs where terms conflict with the original IGA FCD 2004A015. However, the original IGA FCD 2004A015 is applicable unless specifically changed by this Amendment No. 1. The paragraph numbering in this Amendment No. 1 is coincidental and is not intended to indicate that these same numbered paragraphs in the original IGA FCD 2004A015 are being replaced.
12. All notices or demands upon any party to this Amendment No. 1 shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Flood Control District of Maricopa County
Chief Engineer and General Manager
2801 West Durango Street
Phoenix, AZ 85009-6399

Town of Gilbert
Attn: Town Manager
50 East Civic Center Drive
Gilbert, AZ 85296

Town of Queen Creek
Attn: Town Manager
22350 South Ellsworth Road
Queen Creek, AZ 85242

13. Attached to this Amendment No.1 or contained herein are the written determinations by the appropriate attorneys for the parties to this Amendment No.1, that these agencies are authorized under the laws of the State of Arizona to enter into this Amendment No.1 and that it is in proper form.
14. If legislation is enacted after the effective date of this Amendment No.1 that changes the relationship or structure of one or more parties to this Amendment No.1, the parties agree that this Amendment No.1 shall be renegotiated at the written request of either party.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Municipal Corporation

Recommended by:

Timothy S. Phillips, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Amendment No. 1, IGA FCD 2004A015A, to Intergovernmental Agreement FCD 2004A015 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

Flood Control District General Counsel Date

TOWN OF GILBERT

TOWN OF GILBERT, a Municipal Corporation

By: _____
John Lewis Date
Mayor

Attest:

By: _____
Town Clerk Date

The foregoing Amendment No. 1, IGA FCD 2004A015A, to Intergovernmental Agreement FCD 2004A015 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the powers and authority granted to the Town of Gilbert under the laws of the State of Arizona.

By: _____
Town Attorney Date



Requesting
Department:

Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: TROY WHITE, PUBLIC WORKS DIVISION MANAGER

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION AND THE TOWN OF QUEEN CREEK FOR THE EXCHANGE OF SERVICES (ENTENTE)

DATE: June 6, 2012

Staff Recommendation: Staff recommends approval of the Intergovernmental Agreement between Maricopa County Department of Transportation and the Town of Queen Creek for the exchange of services (Entente).

Relevant Council Goal: Regional Partnerships

Proposed Motion: Motion to approve the Intergovernmental Agreement between Maricopa County Department of Transportation (MCDOT) and the Town of Queen Creek for the exchange of services (Entente).

Discussion:

The Entente agreement is an on-going agreement between MCDOT and Queen Creek and is a cooperative maintenance program whereby routine or emergency highway maintenance can be performed more efficiently. The Entente Program is designed to focus on the maintenance task needed and the availability of resources. The Entente Program is a method of providing goods and services to each Party by entering into temporary Letters of Agreement (the “LOA” or “LOAs”).

The purpose of this Agreement is to establish procedures to authorize the County Transportation Director and the Town Manager, or their designees, to enter into temporary Letters of Agreement (the “LOA” or “LOAs”) to exchange goods or services between the Parties in order to perform routine or emergency highway maintenance services.

Each LOA will describe the routine or emergency highway maintenance project and the

goods or services that are being exchanged between the Parties. For example: the Town agrees to maintain the intersection of Germann and Ellsworth roads and MCDOT agrees to maintain the intersection of Power and Riggs roads. If applicable, the LOA will also state the amount of reimbursement owed to the other Party if the value of goods or services exchanged is not of equal value; provided, however, the total aggregate reimbursement that is in excess of the value of the goods or services received for all LOAs entered into pursuant to this Agreement shall not exceed \$200,000 per Party, per fiscal year.

NOTE: Town staff will ensure the value of the LOA's do not constitute a reimbursement from the Town to MCDOT for *routine* maintenance.

Examples of Routine or Emergency Highway Maintenance Tasks:

| | | |
|--------------------|--------------------|------------------------------|
| Grading | Sweeping | Surface Treatment/Seal Coats |
| Signage | Striping | Debris Removal |
| Fence Repair | Barricading | Pothole Repair |
| Signal Maintenance | Equipment Exchange | Concrete Repair |
| Bridge Repairs | Storm Repairs | Storm Drain/Culvert Repair |

Each routine or emergency highway maintenance project completed by either MCDOT or the Town will be in accordance with respect to their own procurement code and policies and the Uniform Standard Specifications for Public Works Construction distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the respective agencies.

Fiscal Impact: There will be no fiscal impacts to the Town unless assistance for emergency repairs is requested.

Alternatives:

Council could direct staff not to enter into the agreement at this time. The impact of this would leave the Town with no standing agreements for emergency road repair assistance should an emergency situation occur.

Attachments:

IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE TOWN OF QUEEN CREEK
FOR THE EXCHANGE OF SERVICES (ENTENTE)

(C-____-12-_____-M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State (**County**), and the Town of Queen Creek, a municipal corporation (**Town**). The County and Town are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. A.R.S. §11-251 and §§28-6701 *et seq.* authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. §§11-951 *et seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. §§9-240 *et seq.* authorizes the Town to layout and establish, regulate, and improve streets within the Town and to enter into this Agreement.

DURATION

4. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and the Queen Creek Town Council, and remain in full force and effect for five (5) years. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date

BACKGROUND

5. The Parties desire to develop and implement a cooperative highway maintenance program whereby routine or emergency highway maintenance will be performed more efficiently (the "Entente Program"). The Entente

Program is designed to focus on the maintenance task needed and the availability of resources. The Entente Program is a method of providing goods and services to each Party by entering into temporary Letters of Agreement (the “LOA” or “LOAs”). The Parties desire to authorize the County Transportation Director and the Town Manager, or their designees, to enter into separate LOAs for each routine or emergency highway maintenance project.

PURPOSE OF THE AGREEMENT

6. The purpose of this Agreement is to establish procedures to authorize the County Transportation Director and the Town Manager, or their designees, to enter into LOAs to exchange goods or services between the Parties in order to perform routine or emergency highway maintenance services.

TERMS OF THE LOA

7. Each LOA will describe the routine or emergency highway maintenance project and the goods or services that are being exchanged between the Parties. If applicable, the LOA will also state the amount of reimbursement owed to the other Party if the value of goods or services exchanged is not of equal value; provided, however, the total aggregate reimbursement that is in excess of the value of the goods or services received for all LOAs entered into pursuant to this Agreement shall not exceed \$200,000 per Party, per fiscal year.
8. After the Parties enter into an LOA, if there are unexpected or unforeseen costs that cause the value of the goods or services exchanged to become unequal or add to the amount of reimbursement for that LOA, the Parties shall amend the LOA, in writing; provided, however, that the additional reimbursement shall not cause the total aggregate reimbursement for all LOAs to exceed \$200,000 per Party, per fiscal year.
9. All routine or emergency highway maintenance projects shall be performed in accordance with “Uniform Standard Specifications for Public Works Construction,” current edition/revisions as of the date of each LOA and the “Uniform Standard Details for Public Works Construction,” current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (“MAG”) and any amendments or supplements adopted by the County and Town, as applicable.
10. All routine or emergency highway maintenance projects shall be performed with existing resources.
11. Nothing in any LOA shall be interpreted to enlarge or expand the Town's or County's authority.

TERMS OF THE AGREEMENT

12. Responsibilities of the County:

- 12.1 The County Transportation Director or their designee is authorized to select routine or emergency highway maintenance projects suitable for an LOA and to enter into LOAs with the Town; provided however, if the value of goods or services exchanged with the Town is not of equal value, the total aggregate reimbursement to the Town for all LOAs will not exceed \$200,000 per fiscal year.
- 12.2 Complete each routine or emergency highway maintenance project, such as those generally outlined in Exhibit A, which is attached hereto and incorporated herein by reference, in accordance with the County's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the County.
- 12.3 Exchange goods or services that will be of similar value or to reimburse the Town for the value of goods or services in excess of the value of goods or services received from the Town; provided however, that the total aggregate reimbursement to the Town for all LOAs will not exceed \$200,000 per fiscal year.
- 12.4 Permit the Town to inspect the routine or emergency highway maintenance projects undertaken by the County on behalf of the Town and pursuant to an LOA. If the Town reasonably believes the project is not being conducted by the County in conformance with the LOA, or the Town reasonably believes that that project has not been undertaken and conducted in a good and workmanlike manner, the County shall correct or re-perform it, as necessary, to the reasonable satisfaction of the Town.
- 12.5 Comply with existing law and all County policies, such as planning, budgeting and purchasing.
- 12.6 Perform all obligations agreed to under an LOA.

13. Responsibilities of the Town:

- 13.1 The Town Manager or their designee is authorized to select routine or emergency highway maintenance projects suitable for an LOA and to enter into LOAs with the County; provided however, if the value of goods or services exchanged with the County is not of equal value, the total aggregate reimbursement to the County for all LOAs will not exceed \$200,000 per fiscal year.

- 13.2 Complete each routine or emergency highway maintenance project, such as those generally outlined in Exhibit A, in accordance with the Town's procurement code and policies and the Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the Town.
 - 13.3 Exchange goods or services that will be of similar value or to reimburse the County for the value of goods or services in excess of the value of goods or services received from the County; provided however, that the total aggregate reimbursement to the County for all LOAs will not exceed \$200,000 per fiscal year.
 - 13.4 Permit the County to inspect the routine or emergency highway maintenance projects undertaken by the Town on behalf of the County and pursuant to an LOA. If the County reasonably believes the project is not being conducted by the Town in conformance with the LOA, or the County reasonably believes that that project has not been undertaken and conducted in a good and workmanlike manner, the Town shall correct or re-perform it, as necessary, to the reasonable satisfaction of the County.
 - 13.5 Comply with existing law and all Town policies, such as planning, budgeting and purchasing.
 - 13.6 Perform all obligations agreed to under an LOA.
14. Each Party will maintain a record of the goods and services exchanged over the life of the Agreement. For the purposes of calculating the \$200,000 fiscal year limit, the total aggregate reimbursement made by one Party to the other Party will not be offset by the value of the goods or services received.

MANNER OF FINANCING

15. The County and the Town shall budget, finance and bear the expense of each LOA separately. The County Transportation Director and the Town Manager or their designee shall ensure that sufficient financing is available prior to entering into a LOA.

GENERAL TERMS AND CONDITIONS

16. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will defend, indemnify and save harmless the other Party, and such Party's departments, agencies, officers, employees, elected officials or agents (collectively, "Indemnitees") from and against all loss, expense, damage

or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party, as Indemnitor, indemnifies the other Party against all liability, losses and damages of any nature (including expert witness fees, attorneys fees, and costs of defense and appellate appeal) for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement by the indemnifying Party, except such injury or damage as shall have been occasioned by the gross negligence or willful misconduct of the Indemnitees. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by the departments, agencies, officers, employees, elected officials or agents of the indemnifying Party.

17. This Agreement shall be subject to the provisions of A.R.S. § 38-511.
18. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 18.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
 - 18.2 Any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 18.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 18.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
19. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.

20. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
21. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
22. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Liaison
2901 W. Durango St.
Phoenix, AZ 85009

Town of Queen Creek
Attn: Town Manager
22350 South Ellsworth Road
Queen Creek, AZ 85142

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery

shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

23. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
24. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
25. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
26. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Queen Creek Town Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds without any liability to the non-terminating party.
27. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
28. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
29. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

30. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
31. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
32. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
33. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
34. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
35. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
36. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such party pursuant to this Agreement.
37. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

38. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

TOWN OF QUEEN CREEK

Recommended by:

Recommended by:

John B. Hauskins, P.E. Date
Transportation Director

John Kross Date
Town Manager

Approved and Accepted by:

Approved and Accepted by:

Max Wilson, Chairman Date
Board of Supervisors

Gail Barney Date
Mayor

Attest by:

Attest by:

Fran McCarroll Date
Clerk of the Board Date

Jennifer Robinson Date
Town Clerk

APPROVAL OF DEPUTY COUNTY ATTORNEY AND TOWN ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

Deputy County Attorney Date

Town Attorney Date

EXHIBIT A

Examples of Routine or Emergency Highway Maintenance Tasks:

- a. Grading
- b. Sweeping
- c. Surface Treatment/Seal Coats
- d. Signage
- e. Striping
- f. Debris Removal
- g. Material Hauling
- h. Fence Repair
- i. Storm Drain/Culvert Repair
- j. Barricading
- k. Pothole Repair
- l. Signal Maintenance
- m. Equipment Exchange
- n. Concrete Repair
- o. Bridge Repairs
- p. Storm Repairs

Requesting Department:
Town Manager's Office



TO: HONORABLE MAYOR AND TOWN COUNCIL
FROM: JOHN KROSS, TOWN MANAGER JK
RE: DISCUSSION/ACTION ON APPROVAL OF AMENDMENT #2 TO THE AMENDED AND RESTATED JOINT POWERS AUTHORITY AGREEMENT CONCERNING PHOENIX-MESA GATEWAY AIRPORT (PMGA)
DATE: JUNE 6, 2012

Staff Recommendation:

Staff recommends approval of the attached Amendment #2 of the Amended and Restated Joint Powers Authority Agreement concerning the Phoenix-Mesa Gateway Airport Authority.

Relevant Council Goal(s):

KRA 7: Intergovernmental Relations

Queen Creek will actively participate in regional and statewide organizations and partnerships to ensure the Town's interests are represented. The Town will proactively monitor and advocate for legislation that maintains local control, preserves state-shared revenues, and advances the community's competitive position.

Goal 1: Encourage and Promote Productive Regional Partnerships.

Proposed Motion:

Motion to approve the Amendment #2 of the Amended and Restated Joint Powers Authority Agreement concerning the Phoenix-Mesa Gateway Airport Authority.

Discussion:

At the May 14 meeting of the Phoenix-Mesa Gateway Airport Authority Board of Directors, Amendment #2 was approved to the governing documents of the Authority concerning weighted voting. Weighted voting provisions were established at the creation of the Authority in the early 1990's and the issue has recently surfaced relative to the Able Engineering project that received bond financing approval by the Board a couple of months ago. Although the Authority has never had cause to use a weighted vote on any matter, the issue came to

light when the City of Mesa agreed to be the financial backstop for the Authority if the debt service on the Able Engineering project bonds were not made by the Authority. Mesa agreed to be the financial guarantee but in exchange for that security and by agreement approved by the Authority, Mesa would use its additional financial commitment leading to an unintended disproportionate weighted vote given to Mesa, if the Mesa ever requested such a vote. Senior Staff recognized a need to make an amendment to the weighted voting provisions to match what is currently in place in other joint powers an authority in the region such as Metro Rail, which Mesa and Phoenix currently participate in. This consistency with Metro weighted voting provisions now corrects any automatic disproportionate weighted vote as a result of the Able Engineering bond program.

Procedurally, with the PMGA Board's approval of this at their May 14 meeting, the next steps require that all the member governments consider approval of this change as well. The amendments are beneficial to the Town of Queen Creek, but from a practical perspective, due to Queen Creek's modest annual ownership share (roughly 3% or \$120,000) should a weighted vote be requested by one of the larger member governments, the Town would need to collaborate with other members in order to influence the ultimate direction of the vote.

Fiscal Impact:

Approval of this item does not have any direct financial implications on the Town.

Alternatives:

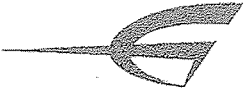
Due to the process for consideration of amendments to the governing documents of the Authority, the alternatives from a practical perspective are limited to either approval or denial. Alternatives to the proportionality of the weighted vote could be proposed by the Council, but given the precedent and apparent success of similar weighted voting system in the region (i.e., Metro rail); it is unlikely other options would be given adequate consideration by the other member governments.

Attachments:

1. Letter to Mayor Barney from Lynn Kusy, Executive Director PMGA
2. PMGA Resolution 12-31
3. Amendment #2 to the Amended and Restated Joint Powers Airport Authority Agreement
4. PMGA Staff Report to Board of Directors (May 14, 2012)

PHOENIX-MESA GATEWAY AIRPORT
5835 SOUTH SOSSAMAN ROAD
MESA, ARIZONA 85212-6014

PHONE (480) 988 7600
FAX (480) 988 2315



May 24, 2012

Honorable Gail Barney
Town of Queen Creek
22350 S. Ellsworth Road
Queen Creek, Arizona 85242

Dear Mayor Barney,

On May 14, 2012, the Phoenix-Mesa Gateway Airport Authority unanimously recommended approval of the attached amendment to the Joint Powers Airport Authority Agreement. As explained in the attached narrative and Discussion, the amendment alters the formula for the application of weighted voting, should any member call for a weighted vote.

In order for this amendment to take effect, it is necessary that it be approved by each member government. Please place this issue on your Council agenda for action as soon as is practical.

If you need assistance with this request, please do not hesitate to contact me at (480) 988-7603 or Phoenix-Mesa Gateway Airport Authority legal counsel Christopher Schmalz at (602) 257-7480.

Very truly yours,

Mr. Lynn F. Kusy, C.M., C.A.E.
Executive Director

cc: John Kross, Town Manager
Chris Schmalz, Gust Rosenfeld

Attachment: May 14, 2012 Resolution 12-31.



RESOLUTION NO. 12-31

APPROVING THE AMENDMENT #2 TO THE AMENDED AND RESTATED
JOINT POWERS AIRPORT AUTHORITY AGREEMENT

WHEREAS, the Phoenix-Mesa Gateway Airport Authority ("Authority"), a joint powers airport authority, was formed pursuant to Arizona Revised Statutes § 28-8521 *et seq.* for the purpose of, among other things, redeveloping portions of the former Williams Air Force Base as a civilian airport known as the Phoenix-Mesa Gateway Airport ("Airport"); and

WHEREAS, the Airport Authority deems it appropriate to call for its Members to amend the Joint Power Authority Agreement to revise how weighted voting shall be governed in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Phoenix-Mesa Gateway Airport Authority as follows:

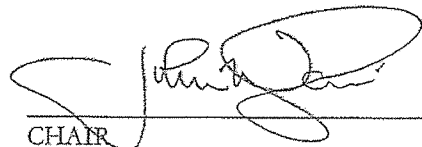
- Section 1: That the Phoenix-Mesa Gateway Airport Authority supports amending the Amended and Restated Joint Powers Airport Authority Agreement to revise the method of weighted voting.
- Section 2: That the Airport Authority approves the attached Amendment #2 to the Joint Powers Airport Authority Agreement.
- Section 3: That the Airport Authority urges each of the Member governments to approve the Amendment #2.
- Section 4: That the Chair or the Executive Director is authorized to take such other actions and execute such other documents as may be necessary to accomplish the purposes of this resolution.

Passed and adopted by the Phoenix-Mesa Gateway Airport Authority this 14th day of May 2012.

ATTEST:

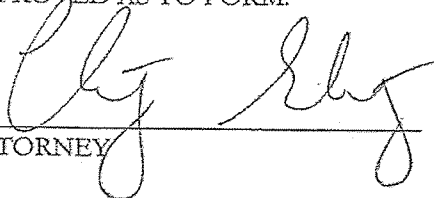


CLERK



CHAIR

APPROVED AS TO FORM:



ATTORNEY

AMENDMENT #2 TO
THE AMENDED AND RESTATED
JOINT POWERS AIRPORT AUTHORITY AGREEMENT

This Amendment #2 ("Amendment #2") to the Amended and Restated Joint Powers Airport Authority Agreement (the "Agreement") dated May 22, 2006, as amended, is made and entered into as of _____ day of _____, 2012 pursuant to Arizona Revised Statutes Title 28, Chapter 25, Article 8, and the terms of the Agreement, by and among the Town of Gilbert, an Arizona municipal corporation ("Gilbert"), the City of Mesa, an Arizona municipal corporation, ("Mesa"), the Town of Queen Creek, an Arizona municipal corporation ("Queen Creek"), the Gila River Indian Community ("Community") and the City of Phoenix, an Arizona municipal corporation ("Phoenix"), collectively the "Parties".

The Parties to the Agreement agree to this Amendment #2 as set forth below:

1. Section 8, Voting Rights, of the Agreement is hereby amended as follows:
 - a. The current Section 8.1.3 of the Agreement is renumbered 8.1.4.
 - b. A new Section 8.1.3 is adopted as follows:
 - i. Section 8.1.3 If any Member's weighted vote calculated under this Section 8 exceeds 50%, then the weighted vote for that Member shall be deemed equal to the sum of the weighted vote of all the other Members combined. In the event of such a weighted vote calculation, each Member's weighted vote shall be proportionately adjusted in order to provide that the weighted vote of all Members equals 100% combined.
3. All other Terms and Conditions of the Agreement remain in full force and effect.

4. The Amendment has been reviewed by legal counsel to each party hereto prior to its approval and execution, to determine whether it is in proper form and within the powers and authority granted under the Agreement and applicable Arizona law.

5. This Amendment shall be effective (the "Effective Date") on the approval of the Amendment by all parties to the Agreement and Amendment, and the later of its filing with the Arizona Secretary of State and the Maricopa County Recorder.

Attest: TOWN OF GILBERT
By _____ By _____

Attest: CITY OF MESA
By _____ By _____

Attest: TOWN OF QUEEN CREEK
By _____ By _____

Attest: GILA RIVER INDIAN COMMUNITY
By _____ By _____

Attest: CITY OF PHOENIX
By _____ By _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Amendment has been reviewed by the undersigned attorneys who have determined that it is in proper form and within the power and authority granted under the applicable laws of each party.

Date

Gila River Indian Community Attorney

Date

Gilbert Town Attorney

Date

Mesa City Attorney

Date

Phoenix City Attorney

Date

Queen Creek Town Attorney

Date

Phoenix-Mesa Gateway Airport Authority
Attorney



Phoenix-Mesa Gateway Airport
5835 South Sossaman Road
Mesa, Arizona 85212-6014
Telephone: 480-988-7600
FAX: 480-988-2315
www.phxmesagateway.org

Action Item

RESOLUTION NO. 12-31

To: Board of Directors
From: Lynn F. Kusy, C.M., C.A.E., Executive Director
Re: JPAA Agreement Amendment Related to Weighted Voting
Date: May 14, 2012

Proposed Motion:

Approve Resolution No. 12-31 Recommending approval of Amendment #2 to the Joint Powers Airport Authority Agreement related to weighted voting.

Narrative

On May 22, 2006, the Joint Powers Airport Authority Agreement (JPA) was amended to add the City of Phoenix as a Member of the Airport Authority and to make certain other amendments including a change to the provision for weighted voting. As amended in 2006, the weight of any Member government's vote is based on its cumulative financial contribution to the Airport Authority since its inception.

Under the current JPA, if a weighted vote is requested by any Member a two-thirds majority is required for a motion to carry. A weighted vote may not be invoked for votes being taken regarding modifications to the approved airport layout plan and master plan, or for adjustments to the percentage contributions of Members. To date, no Member has called for a weighted vote on any issue.

In 2011, the Airport Authority Board of Directors entered into a Memorandum of Agreement with the City of Mesa regarding the financing for the Able Engineering building, to be built on the Airport using Airport Authority bonds backed by the City of Mesa. That MOA specifically calls for the total value of that guarantee to be counted as a Mesa financial contribution for purposes of determining weighted voting. This has led to the unintended consequence of giving Mesa a weighted vote large enough to control any weighted vote before the Board.

Discussion

Management staff of the Member governments have discussed this issue with Airport Authority legal counsel, Christopher Schmaltz. Following these discussion, staff is bringing forward a proposed amendment to the Joint Powers Airport Authority Agreement which would be similar to the weighted vote language in the Valley Metro (light rail) Agreement. The amended language says that if any Member's weighted vote exceeds 50%, then the weighted vote for that Member is deemed to be equal to the sum of the other Member's weighted votes, essentially 50%, and the other Members' weighted votes are to be proportionately adjusted in order to make the total weighted vote of all Members equal to 100%. This amended language would not preclude any Member from proposing a new initiative, but it would still take a two-thirds majority under a weighted vote to pass any proposed action.

All other terms and conditions of the 2006 JPA Agreement remain unchanged and in full force and effect.

Requesting Department:
Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER
FROM: TOM CONDIT, SUPERINTENDENT OF STREETS *Tom*
RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 903-12 APPROVING MODIFICATION OF ASSESSMENT NO. 10.01 FOR IMPROVEMENT DISTRICT NO. 001 OF THE TOWN OF QUEEN CREEK, ARIZONA
DATE: JUNE 6, 2012

Staff Recommendation:

Staff recommends approval of Resolution 903-12 modifying Assessment No. 10.01 for Improvement District No. 001 of the Town of Queen Creek, Arizona.

Proposed Motion:

Move to approve Resolution 903-12 modifying Assessment No. 10.01 for Improvement District No. 001 of the Town of Queen Creek, Arizona.

Discussion:

This modification of assessment is being requested by the various Owners of this parcel to reconcile property sale and a lot split that has occurred on Assessment 10.01. This resolution modifies assessments and changes the assessment diagram to reflect proposed changes associated with the following assessment:

| <u>Current Assessment #</u> | <u>New Assessment #'s</u> | <u>Owners</u> |
|-----------------------------|---------------------------|--|
| 10.01 | 10.01.1, 10.01.2 | Victoria Lund Investment Group, LLC Banner Health |

The current assessment will be modified by approval of Resolution 903-12 into two (2) new assessments. Each of these will have the new assessment numbers shown. When added together, the new assessment amounts will total to the sum of the current assessment balance.

Fiscal Impact:

None. Staff time involved in the preparation of this Assessment Modification is covered through our \$500 processing fee.

Attachments:

1. Resolution 903-12
2. Petition for Modification of Assessment No. 10.01 (includes Legal Description and Exhibits)

RESOLUTION 903-12

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING MODIFICATION OF ASSESSMENT NO. 10.01 FOR IMPROVEMENT DISTRICT NO. 001 OF THE TOWN OF QUEEN CREEK, ARIZONA.

WHEREAS, persons representing that they represent all of the individuals or entities who have an interest in a certain lot lying within Improvement District No. 001 of the Town of Queen Creek, Arizona, have petitioned this body for a modification of the principal amount of Assessment No. 10.01; and

WHEREAS, this body has considered the matter and has relied on the advice of its Superintendent of Streets and on the advice of its engineers with respect to the improvements constructed and the assessments levied for Improvement District No. 001 of the Town of Queen Creek, Arizona.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, that:

Pursuant to Section 48-594, Arizona Revised Statutes, as amended, and good cause appearing therefor, it is therefore ordered that the principal amount of Assessment No. 10.01 in Improvement District No. 001 of the Town of Queen Creek, Arizona, be modified and that the principal amounts of Assessments Nos. 10.01.1 and 10.01.2 shall be in the amounts set forth on the petition on file in the Office of the Superintendent of Streets of the Town of Queen Creek, Arizona.

PASSED, ADOPTED, and APPROVED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 6th day of June, 2012.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Gail Barney, Mayor

Jennifer Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Fredda J. Bisman
Mariscal, Weeks, McIntyre &
Friedlander, P.A., Town Attorneys

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 903-12 was duly passed and adopted by the Mayor and Common Council of the Town of Queen Creek, Arizona, at a regular meeting held on the 6th day of June, 2012, and that a quorum was present thereat.

.....
Town Clerk

PETITION FOR MODIFICATION OF ASSESSMENT NO. 10.01
TOWN OF QUEEN CREEK, ARIZONA IMPROVEMENT DISTRICT NO. 001

TO THE MAYOR AND COMMON COUNCIL
OF
THE TOWN OF QUEEN CREEK, ARIZONA:

Pursuant to Section 48-594, Arizona Revised Statutes, as amended, the undersigned, on behalf of Victoria Lund Investment Group, LLC, an Arizona limited liability company, and Banner Health, an Arizona nonprofit corporation (the "Owners"); hereby represents and warrants that the Owners are the only entities who have an interest in the lots/parcels subject to assessment within Improvement District No. 001 of the Town of Queen Creek, Arizona, described below as Assessment No. 10.01.

(1) The undersigned hereby requests that the principal amount of the following assessment number:

| <u>Assessment No.</u> | <u>Principal Amount of Assessment Before Modification</u> |
|-----------------------|---|
| 10.01 | \$ 812,516.32 |

(2) be modified in the following manner, to wit:

| <u>Assessment Nos.</u> | <u>Principal Amount of Assessment After Modification</u> |
|------------------------|--|
| 10.01.1 | \$ 213,228.72 |
| 10.01.2 | \$ 599,287.60 |

Attached to this petition and marked Exhibit "A" is the legal description or the Maricopa County Assessor's Tax Parcel Identification Number of the property for the respective assessment set forth in (1) above.

Attached to this petition and marked Exhibit "B" are the legal descriptions or the Maricopa County Assessor's Tax Parcel Identification Numbers of the property for the assessments set forth in (2) above, as modified in accordance with this request.

Attached to this petition and marked Exhibit "C" is a true copy of the amended portion of the assessment diagram with respect to the assessments set forth in (2) above.

The undersigned hereby acknowledges that, upon approval by the Mayor and Common Council of the Town of Queen Creek, Arizona, the modified assessment shall be binding on the undersigned as provided by Section 48-594, Arizona Revised Statutes, as amended.

WHEREFORE, the undersigned hereby requests that the Mayor and Common Council of the Town of Queen Creek, Arizona, modify the principal amount of the assessment number set forth in (1) to read in the manner set forth in (2) hereof and direct the

Superintendent of Streets of the Town of Queen Creek, Arizona, to note this modification on his record of the assessment, together with the date such modification is made.

OWNERS (AND PERSONS CLAIMING INTEREST)*

ASSESSMENT NO.

- 1. Banner Health
an Arizona nonprofit corporation

10.01.1

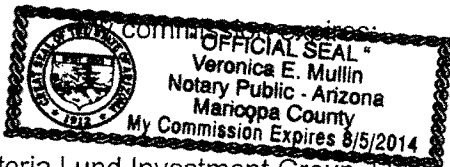
By: [Signature]
 Name: Peter J. Filler
 Title: Pres. + CEO

md

STATE OF ARIZONA)
) ss.
 COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me, the undersigned notary public, by the following-named person acting in the following capacity: Peter J. Filler / President + CEO

DATED this 25 day of May, 2012



[Signature]
 Notary Public

- 2. Victoria Lund Investment Group, LLC
an Arizona limited liability company

ASSESSMENT NO.

By: William S. Lund
 Name: William S. Lund
 Title: Co-manager

10.01.2

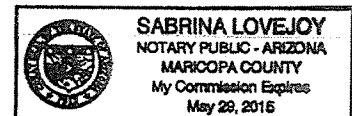
STATE OF ARIZONA)
) ss.
 COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me, the undersigned notary public, by the following-named person acting in the following capacity: William S. Lund - co-manager

DATED this 11th day of May, 2015

My commission expires: May 28, 2015

[Signature]
 Notary Public



*Note: Town requires that it be provided with the following in connection with this Petition: a current title search, on the entire modified area, that is not dated more than thirty days prior to the date of the execution hereof. All persons indicated in title report having legal or equitable interest must execute here.

EXHIBIT A

LEGAL DESCRIPTION OF ASSESSMENT NO. 10.01
TOWN OF QUEEN CREEK, ARIZONA IMPROVEMENT DISTRICT NO. 001

ASSESSMENT NUMBER 10.01
Legal Description

That portion of the Southeast quarter of Section 16, Township 2 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Commencing at the Southeast corner of Section 16; thence North 89° 59' 20" West, along the South line of said Section 16, a distance of 1,079.85 feet, more or less;
Thence North 00° 00' 40" West, a distance of 304.69 feet, more or less, to the POINT OF BEGINNING;
Thence South 89° 59' 07" West, a distance of 245.02 feet, more or less;
Thence South 00° 52' 15" East a distance of 139.73 feet, more or less;
Thence South 89° 59' 20" West a distance of 147.26 feet, more or less;
Thence South 00° 00' 40" East, a distance of 109.96 feet, more or less;
Thence South 89° 59' 20" West a distance of 1171.42 feet, more or less;
Thence North 00° 54' 12" West, a distance of 1,356.57 feet, more or less;
Thence North 89° 59' 49" East a distance of 445.01 feet, more or less;
Thence along a curve to the right having a radius of 650.00 feet, a central angle of 28° 23' 45", an arc length of 322.14 feet, more or less, and a chord which bears South 75° 47' 56" East to its point of tangency;
Thence South 61° 38' 40" East, a distance of 355.82 feet, more or less;
Thence along a curve to the left having a radius of 650.00 feet, a central angle of 28° 23' 45", an arc length of 322.14 feet, more or less, and a chord which bears South 75° 50' 01" East to its point of tangency;
Thence North 89° 59' 09" East a distance of 179.28 feet, more or less;
Thence South 00° 53' 42" East a distance of 25.00 feet, more or less;
Thence South 45° 53' 42" East a distance of 28.28 feet, more or less;
Thence South 00° 52' 53" East a distance of 734.22 feet, more or less;
Thence South 89° 53' 03" West a distance of 4.69 feet, more or less, to the POINT OF BEGINNING.

Except that parcel of land located in the South Half of Section 16, Township 2 South, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona; said real property as described and recorded in Deed of Gift Document No. 2007-0753137, records of Maricopa County, Arizona.

Except that parcel of land located in the South East Quarter of Section 16, Township 2 South, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona; said real property as described and recorded in Special Warranty Deed Document No. 2006-0154654, records of Maricopa County, Arizona.

EXCEPTING therefrom any portion dedicated for public rights-of-ways.

EXHIBIT B

LEGAL DESCRIPTION OF NEW ASSESSMENT NO. 10.01.1
TOWN OF QUEEN CREEK, ARIZONA IMPROVEMENT DISTRICT NO. 001

LEGAL DESCRIPTION OF NEW ASSESSMENT NO. 10.01.2
TOWN OF QUEEN CREEK, ARIZONA IMPROVEMENT DISTRICT NO. 001

Legal Description

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16, MARKED WITH A BRASS CAP IN HANDHOLE FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 16, MARKED WITH A BRASS CAP IN HANDHOLE, BEARS SOUTH 89 DEGREES 59 MINUTES 20 SECONDS WEST 2640.62 FEET:

THENCE ALONG THE SOUTH LINE AT THE SOUTHEAST QUARTER OF SAID SECTION 16, SOUTH 89 DEGREES 59 MINUTES 20 SECONDS WEST 1004.47 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 42 SECONDS WEST 318.64 FEET;

THENCE SOUTH 89 DEGREES 28 MINUTES 34 SECONDS WEST 70.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ELLSWORTH LOOP PER THE MAP OF DEDICATION VICTORIA BOULEVARD AND ELLSWORTH LOOP, RECORDED AT BOOK 961 OF MAPS, PAGE 41, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 00 DEGREES 08 MINUTES 42 SECONDS EAST 13.32 FEET;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 89 DEGREES 56 MINUTES 16 SECONDS WEST 5.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PROPERTY DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECORDING NUMBER 2004-0892588, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE NORTH LINE OF SAID PROPERTY, SOUTH 89 DEGREES 59 MINUTES 28 SECONDS WEST 244.68 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE ALONG THE WEST LINE OF SAID PROPERTY, SOUTH 00 DEGREES 52 MINUTES 16 SECONDS EAST 139.20 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PROPERTY DESCRIBED IN DOCKET 7970, PAGE 593, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE NORTH LINE OF SAID PROPERTY, SOUTH 89 DEGREES 59 MINUTES 41 SECONDS WEST 150.00 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER RECORDING NUMBER 2006-0154654, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 52 MINUTES 16 SECONDS WEST 109.82 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY;

THENCE ALONG THE NORTH LINE OF SAID PROPERTY SOUTH 89 DEGREES 58 MINUTES 57 SECONDS WEST 187.06 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY;

THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 57 SECONDS WEST 50.00 FEET;

THENCE NORTH 00 DEGREES 53 MINUTES 42 SECONDS WEST 641.00 FEET;

THENCE NORTH 09 DEGREES 05 MINUTES 23 SECONDS EAST 199.00 FEET;

Legal Description

THENCE NORTH 28 DEGREES 26 MINUTES 23 SECONDS EAST 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VICTORIA BOULEVARD PER SAID MAP OF DEDICATION;

THENCE ALONG THE SOUTH RIGHT OF WAY SAID VICTORIA BOULEVARD AND THE WEST RIGHT OF WAY OF SAID ELLSWORTH LOOP THE FOLLOWING 6 COURSES AND DISTANCES;

THENCE SOUTH 61 DEGREES 36 MINUTES 55 SECONDS EAST 58.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 680.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 37 MINUTES 19 SECONDS AN ARC LENGTH OF 209.14 FEET;

THENCE SOUTH 79 DEGREES 14 MINUTES 15 SECONDS EAST 147.04 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS EAST 138.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 06 MINUTES 58 SECONDS AN ARC LENGTH OF 69.99 FEET;

THENCE SOUTH 00 DEGREES 53 MINUTES 42 SECONDS EAST 678.10 FEET TO THE POINT OF BEGINNING;

Legal Description

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Thence South 45° 53' 42" East a distance of 28.28 feet, more or less;

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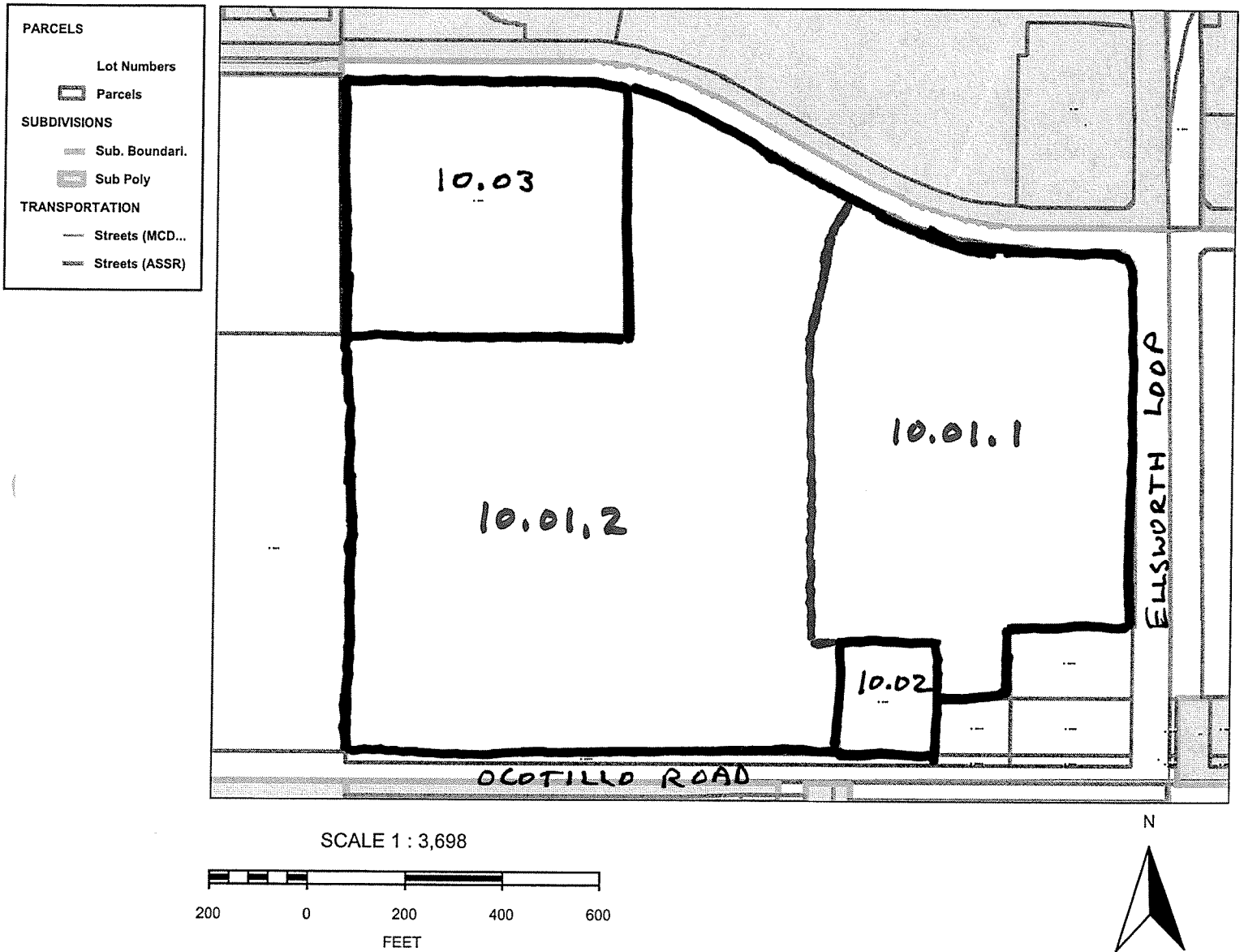
THENCE SOUTH 00 DEGREES 53 MINUTES 42 SECONDS EAST 678.10 FEET TO THE POINT OF BEGINNING;

EXCEPTING therefrom any portion dedicated for public rights-of-ways.


EXHIBIT C

A TRUE COPY OF THE AMENDED PORTION OF THE ASSESSMENT DIAGRAM WITH
RESPECT TO THE ASSESSMENTS SET FORTH IN EXHIBITS A AND B

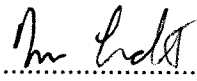
County Parcels



I hereby certify that I have checked the principal amounts with respect to the modification of the assessment 10.01 and that the modification as set forth on the petition is acceptable to me.


.....
Controller
Town of Queen Creek, Arizona

The above and foregoing modification of assessment 10.01 is approved, and it is hereby certified that the modified assessment is correct based on the attached legal descriptions provided by the property owner requesting the modification and that the modification as set forth based on the attached legal descriptions is acceptable.


.....
Superintendent of Streets
Town of Queen Creek, Arizona



Requesting Department:
Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH: JOHN KROSS, ICMA-CM
TOWN MANAGER**

**FROM: PATRICK FLYNN
ASSISTANT TOWN MANAGER/CFO**

**WAYNE BALMER, AICP
PLANNING ADMINISTRATOR**

RE: PUBLIC HEARING AND POSSIBLE APPROVAL OF TA12-031/ORDINANCE 512-12 a Town-initiated Text Amendment to Article 6.8, Supplemental Use Regulations, Home-Based Occupations of the Zoning Ordinance.

DATE: JUNE 6, 2012

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of TA12-031, with the addition of the words "off-site" to the staff proposed text for Article 6.8.E.4.

STAFF RECOMMENDATION

Staff concurs with the Planning Commission's recommendation. The recommended additional text has been included in Ordinance 512-12.

RELEVANT COUNCIL GOALS

General Plan - Land Use Element - Goal 1: Maintain the Town's unique community character.

General Plan - Land Use Element - Goal 3: Develop superior residential neighborhoods.

PROPOSED MOTION

Move to approve Ordinance 512-12, TA12-031, as recommended by the Planning and Zoning Commission.

SUMMARY

This change would allow commercial food preparation and catering on a small scale as a home-based occupation in residential areas.

HISTORY

During the Public Comment portion of the March 21, 2012 Town Council meeting, a short presentation was made by Ms. Corina Snyder, a Queen Creek resident, regarding her interest in producing baked goods commercially from her home. She told the Council she had applied for a business license and was informed that commercial food preparation was not permitted in residential areas, and her license was denied. She requested the Town revise its Zoning Ordinance to allow her to do commercial baking, as allowed by the State, lawfully from her home.

Following her presentation, staff researched the issue with the Arizona Department of Health Services and contacted other communities on how they have addressed the issue. Following that research, this recommendation was developed.

DISCUSSION

The Town's Zoning Ordinance defines a home-based occupation as "a business activity conducted as an accessory use to a dwelling unit." Article 6.8 of the Zoning Ordinance expands on this definition and describes the type of activities that can be conducted as home-based occupations, as well as providing standards for determining their level of activity.

The regulation of home-based occupations is an important element of the Zoning Ordinance. One of the goals of zoning is to establish and protect the character of the Town's residential subdivisions and exclude commercial uses that would adversely affect the neighborhood or adjacent property owners. For that reason, almost every zoning ordinance for every community establishes standards for home-based occupations. By the same token, however, it is recognized that certain types of commercial activities can be conducted from a home and not affect the character of the area or change the appearance of the property. These are typically small scale operations dealing primarily with professional services or the sale of small items that can be produced or distributed from the home at a scale consistent with the character of the home.

With the advent of internet services and sales and the growing popularity of "home offices", the number and types of home-based occupations has increased significantly in recent years. In addition, with the economic conditions of recent years, there has been a growing trend for people to use their homes as a "business incubator" to initiate

and test a new business concept before launching into a freestanding commercial venture.

ANALYSIS

In 2011 the Arizona Department of Health Services modified their regulations to allow some types of non-potentially hazardous foods to be commercially produced and sold as home baked confectionary goods. These foods include cookies, sweet breads, cakes with hard icings or frostings, fruit pies, candies and brownies. Under the Town's Zoning Ordinance, however, this activity is classed as "commercial food preparations and catering", and it is prohibited. The changes proposed by this text amendment would allow these types of confectionary goods to be commercially produced as a home-based occupation.

With the changing nature of home-based businesses in recent years due to the growth of internet sales and services, many communities have re-evaluated their home-based business regulations to incorporate more performance related measures to evaluate requests, rather than identifying specific uses, as Queen Creek does. Both Gilbert and Mesa have recently modified their zoning ordinances regarding home-based businesses to adopt more of a "performance based" system.

As part of a broader update to the Town's Zoning Ordinance currently underway, Town staff will be bringing forward a revision to the Ordinance to include "performance-based" standards for home-based occupations, similar to what other communities have done.

PUBLIC COMMENTS

Staff has emailed Ms. Snyder and Amanda Haynes (another citizen interested in home baking) a copy of this staff report and notification of the Council meeting date.

To date no additional comments have been received.

ATTACHMENTS

1. Proposed Ordinance 512 -12
2. Draft P&Z minutes for May 9, 2012

ORDINANCE 512-12

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT TITLED “HOME-BASED OCCUPATIONS” AND ATTACHED HERETO AS EXHIBIT “A,” AND ADOPTING EXHIBIT “A”, THEREBY AMENDING THE TOWN OF QUEEN CREEK ZONING ORDINANCE; ARTICLE 6.8 RELATING TO HOME-BASED OCCUPATIONS, AS DESCRIBED IN CASE NO. TA 12-031.

WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

WHEREAS, Article 3, **ZONING PROCEDURES**, Section 3.4 **ZONING AMENDMENT**, establishes the authority and procedures for amending the Zoning Ordinance; and

WHEREAS, a Public Hearing on this ordinance was held before the Planning and Zoning Commission on May 9, 2012; and

WHEREAS, the Planning and Zoning Commission voted 7-0 in favor of this text amendment case;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1. The document attached hereto as Exhibit “A,” titled “Home-based Occupations” is hereby declared to be a public record;

Section 2. Three (3) copies of Exhibit “A” are ordered to remain on file with the Town Clerk;

Section 3. The document titled “Home-based Occupations,” which has been made a public record, is hereby referred to, adopted, and made a part of the Queen Creek Zoning Ordinance as if fully set out in the Ordinance, and Article 6.8 is amended as set forth in “Exhibit A”;

Section 4. If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Zoning Ordinance is for any reason held invalid or unconstitutional by the decision of any court or 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 Queen Creek, Maricopa County, this 6th day of June, 2012.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Mariscal, Weeks, McIntyre &
Friedlander, PA, Attorneys for the
Town

DRAFT

EXHIBIT A

Proposed Text Amendment of Article 6.8 Home-based Occupations

6.8 HOME-BASED OCCUPATIONS.

A. PURPOSES.

1. A home-**BASED** occupation is permitted as an accessory use in the districts shown in Figure 6.8-1. The purposes of the home occupation regulations and performance standards are:

- a. To establish criteria for operation of home-**BASED** occupation in dwelling units within residential districts;
- b. To permit and regulate the conduct of home-**BASED** occupations as an accessory use in a dwelling unit, whether owner or renter-occupied;
- c. To ensure that such home-**BASED** occupations are compatible with, and do not have a deleterious effect on adjacent and nearby residential properties and uses;
- d. To ensure that public and private services such as streets, sewers, water or utility systems are not burdened by the home-**BASED** occupation to the extent that usage exceeds that normally associated with residential use;
- e. To allow residents of the community to use their residences as places to enhance or fulfill personal economic goals, under certain specified standards, conditions, and criteria;
- f. To enable the fair and consistent enforcement of these home-**BASED** occupation regulations; and
- g. To promote and protect the public health, safety and general welfare.
- h. No home-**BASED** occupation, except as otherwise provided herein, may be initiated, established, or maintained in the Town except in conformance with the regulations and performance standards set forth in this Section.

B. Performance standards. Home-**BASED** occupations are authorized if they comply with the following performance standards in Table 6.8-1. A check mark "Y" indicates that the performance standard applies in the applicable district.

C. Home-**BASED** occupations permitted. A home-**BASED** occupation shall be operated and maintained to not interfere with the peace, quiet and dignity of the neighborhood. The following are examples of uses which would be acceptable as home-**BASED** occupations: low volume office (insurance, reality), beauty shop, seamstress, instruction (as limited in paragraph 9 of Table 6.8-1) word processing and other computer applications, and door to door sales.

D. Home-**BASED** occupations not permitted. The following types of uses shall not be permitted as home-**BASED** occupations in Residential Zoning Districts: medical/dental office, motor vehicle repair or similar uses, temporary or permanent motor vehicle display for purpose of sale or lease, restoration or conversion, engine repair, furniture refinishing, gymnastic facilities, studios or outdoor recreation activities, medical/cosmetic facilities for animals including animal care or boarding facilities, machine shop/metal working, retail sales, ~~commercial food preparations and eating~~, contractors shops, mortuaries, medical procedures, body piercing and/or painting, tattoos, or any type of physical or psycho therapy.

E. Exempt home-**BASED** occupations. The home occupations listed below shall be **PERMITTED**, subject to **THE** all-applicable home-**BASED** occupation regulations and **PERFORMANCE** standards of this Section: ~~provided that all persons engaged in such activities reside on the premises and the following conditions are satisfied:~~

1. Artists, sculptures, composers not selling their artistic product to the public on the premises;
2. Craft work, such as jewelry-making and pottery with no sales permitted on the premises;
3. Home offices with no client visits to the home permitted; or
4. **PREPARATION AND OFF-SITE SALE OF NON-POTENTIALLY HAZARDOUS HOME BAKED AND CONFECTIONARY GOODS SUCH AS COOKIES, SWEET BREADS, CAKES WITH HARD ICINGS OR FROSTINGS, FRUIT PIES WITH FRUIT AND SUGAR FILLINGS, CANDIES AND BROWNIES, PURSUANT TO A.R.S.36-136 (H) (4)(G); OR**
5. Telephone answering and message services.

F. Unsafe home-**BASED** occupations. If any home-**BASED** occupation has become dangerous or unsafe, or presents a safety hazard to the public, pedestrians on public sidewalk or motorists on public right-of-way, or presents a safety hazard to adjacent or nearby properties, residents or businesses, the Administrator shall issue an order to the dwelling owner and/or tenant of the property on which the home occupation is being undertaken directing that the home occupation be immediately

made safe, or terminated. The property owner and/or tenant shall be responsible for taking the necessary corrective steps or measures, but in the event of a failure to do so by the owner and/or tenant, after notice and a reasonable period of time, the Administrator may take any and all available enforcement actions to render the home occupation and dwelling safe. Costs incurred by the Administrator, if forced to take enforcement actions, shall be borne by the property owner and shall be treated as a zoning violation pursuant to §2.5 of this Ordinance.

G. Home-**BASED** occupation permit. No home-**BASED** occupation shall be established unless and until a home-**BASED** occupation permit is issued pursuant to §3.2.D of this Ordinance. A home-**BASED** occupation permit shall lapse automatically if the property is used for non-residential purposes, if the dwelling is sold or rented, if the home occupation operator dies, if the home-**BASED** occupation permit lapses or is not renewed, or if the home-**BASED** occupation is discontinued for a period of one hundred-eighty (180) days or more and is not renewed within thirty (30) days of written notice from the Administrator.

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**Table 6.8-1
Home-BASED Occupation Performance Standards by Zoning District**

| Performance Standards | R1-190/ R1-145/ R1-108/ R1-54 | R1-43 | R1-35 | R1-18/ R1-15 | R1-12/R1-9/ R1-8/R1-7/ R1-6/R-2/ R-3/R-4 |
|---|--|--------------|--------------|-------------------------|---|
| 1. Conform to applicable State and County statutes, Town Ordinances and Regulations and is reviewed by Administrator. | Y | Y | Y | Y | Y |
| 2. Full-time resident operator | Y | Y | Y | Y | Y |
| 3. Obtain permits before operating home-BASED occupation. | Y | Y | Y | Y | Y |
| 4. No employees other than those residing in home shall be permitted. | -- | -- | -- | Y | Y |
| 5. No more than one (1) non-resident employee shall be permitted | Y | Y | Y | -- | -- |
| 6. Area devoted to THE home-BASED occupation use shall maintain a residential appearance. | Y | Y | Y | Y | Y |
| 7. Not more than six (6) customers or clients/week (1 visit/day/customer) allowed to visit A home-BASED occupation. Customer hours shall be between 8:00 AM and 8:00 PM. | Y | Y | Y | Y | Y |
| 8. Not more than twenty five percent (25%) gross floor area TO BE USED for home- | Y | Y | Y | Y | Y |

| | | | | | |
|---|---|----|----|----|----|
| BASED occupation. | | | | | |
| 9. Music, ¹ art, craft or similar lessons: Six (6) or fewer clients per wk WEEK | Y | -- | Y | Y | Y |
| Six to twelve (6-12) clients per wk WEEK | Y | Y | -- | -- | -- |
| 10. Home Day Care: Six (6) or fewer clients | Y | Y | Y | Y | Y |
| Seven to twelve (7-12) clients | Y | -- | -- | -- | -- |

¹ Without electronically amplified sound.

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| PERFORMANCE STANDARDS | R1-190/R1-145/R1-108/R1-54 | R1-43 | R1-35 | R1-18/R1-15 | R1-12/R1-9/R1-8/R1-7/R1-6/R1-2/R-3/R-4 |
|---|----------------------------|-------|-------|-------------|--|
| 11. Demonstrate that public facilities and utilities are adequate to safely accommodate equipment used for A home-BASED occupation. | Y | Y | Y | Y | Y |
| 12. Storage of goods and materials shall be inside and shall not include flammable, combustible or explosive materials. | Y | Y | Y | Y | Y |
| 13. Parking shall be provided only in driveway and shall not create hazards or street congestion. | Y | Y | Y | Y | Y |
| 14. Outside storage of heavy equipment or material shall be prohibited. | Y | Y | Y | Y | Y |
| 15. No truck or van with a payload rating of more than one (1) ton shall be parked on the site. | -- | Y | Y | Y | Y |
| 16. Mechanized equipment shall be used only in a completely enclosed building. | -- | Y | Y | Y | Y |
| 17. No generation of dust, odors, noise, vibration or electrical interference or fluctuation shall be that is perceptible beyond the property line. | Y | Y | Y | Y | Y |

| | | | | | |
|--|---|---|---|---|---|
| <p>18. Deliveries and pickups shall be those normally associated with residential services and shall:</p> <p>a. Not block traffic circulation;</p> <p>b. Occur only between 8:00 a.m. and 8:00 p.m. Monday-Saturday.</p> | Y | Y | Y | Y | Y |
|--|---|---|---|---|---|

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**MINUTES OF THE WORK STUDY MEETING OF THE QUEEN CREEK
PLANNING AND ZONING COMMISSION**

Wednesday, May 9, 2012 6:00 P.M.

Council Chambers, 22350 S. Ellsworth Road, Queen Creek, AZ 85242

1. **CALL TO ORDER** The meeting was called to order at 6:00 p.m. by Chairman Sossaman in the Council Chambers of Town Hall.

2. **ROLL CALL**

Present

Chairman Sossaman
Vice-Chairman Steve Ingram
Commissioner Jason Gad
Commissioner Alex Matheson (absent at roll call)
Commissioner Ryan Nichols (absent at roll call)
Commissioner Debbie Reyes
Commissioner Kyle Robinson

Absent

Staff Present

Planning Administrator Wayne Balmer
Development Services Assistant Laura Moats

Absent

3. **Discussion on TA12-031, Text Amendment to Article 6.8, Supplemental Use Regulations, of Zoning Ordinance**, a Town-initiated modification to Article 6.8 of the Zoning Ordinance regulating home-based occupations.

Planning Administrator Balmer presented the staff report explaining the proposed text amendment, along with a copy of the Town's Home Occupation Business License application; the Town of Gilbert's Home Occupation Guidelines, Questionnaire and Ordinance; and the City of Mesa's Home Occupation Ordinance. He noted Gilbert's Home Occupation guidelines are performance based. Mr. Balmer noted the State has changed its regulations to allow commercial baking for non-hazardous types of foods, not involving a lot of health issues.

Mr. Balmer explained staff had reviewed two text amendment options: 1) focuses on home-occupation having to do with catering and food preparation in residential areas, and changes the ordinance to allow it, pursuant to ARS 36-136 (H) (4)(G); and 2) a broad performance-based program, utilizing a list of performance standards to be met.

Staff is proposing the first option be brought to Council for its consideration. Chairman Sossaman asked Mr. Balmer what types of issues the Town of Gilbert has had with the performance-based program, versus a narrowly defined list of permitted and non-permitted occupations.

Mr. Balmer responded the issues Gilbert has dealt with have to do with Homeowner's Association concerns that would be a violation of the CC&Rs. Chairman Sossaman asked if Queen Creek went to this system, would we note on the application that the applicant should check with their HOA because it may be allowed by the Town, but not in allowed by the HOA. Mr. Balmer stated staff has looked at possibly changing the form to state the applicant should check with the HOA, since it is not currently noted on our application or guidelines.

Vice-Chairman Ingram pointed out an inconsistency in Table 6.8-1, #7. which states "*Not more than six (6) customers or clients/week (1 visit/day/customer) allowed to visit home occupation*", whereas #10. States "*Seven to twelve (7-12) clients*". If there are 12 clients, there would be 24 visits/day. The Home Occupation application also lists "*Not more than six (6) customers or clients/week (1 visit/day/customer) allowed to visit home occupation.*" Mr. Balmer responded item #7, "not more than six clients/week" relates to something such as a non-childcare customer. The language in item #10 relates to child daycare (the number of children being cared for), not necessarily trips.

Chairman Sossaman stated he favors the performance-based language versus trying to come up with every type of home-occupation and every detail, which can easily be missed.

Commissioner Gad shared Chairman Sossaman's opinion. He referred to Item No. 4 on page 2 of the proposed text amendment, "*Preparation and sale of non-potentially hazardous home baked and confectionary goods, such as cookies, sweet breads, cakes with hard icings or frostings, fruit pies with fruit and sugar fillings, candies and brownies, pursuant to A.R.S.36-136 (H)(4)(G)*", stating staff is trying to address the "cooking" issue, and he is concerned staff is trying to address the particular applicant, but it will create more of a concern. For example, a business such as Edible Arrangements would not be permitted according to the language in item #4. Chairman Sossaman clarified Commissioner Gad's point as being a dangerous activity as far as potential health (salmonella) issues since the items are being prepared in a home kitchen versus a commercial baking facility. Mr. Balmer responded this issue originally came to the State relating to brownies being home-made and sold at school bake sales, and the possibility of someone getting sick. The State researched the issue and developed the language the Town is proposing to use.

Commissioner Nichols arrived at 6:15 p.m.

Commissioner Gad asked if someone wanted to do an at-home ice cream business, would it be allowed under this language. Mr. Balmer stated, "no" it would not be permissible under this language. Mr. Balmer stated if the Commission desired, it could recommend the Council also review the broader-based performance management option.

Commissioner Reyes referred to the language, "preparation and sale of non-potentially hazardous home baked and confectionary goods...", and asked if customers would be allowed to come to the home and purchase the baked goods. Mr. Balmer responded the language refers to on-site preparation and off-site sale. The Commission noted the language was not clear, and asked for the words "off-site" to be inserted.

Additional discussion took place on the performance-based option, and exactly how a performance-based questionnaire would determine whether a particular home-based occupation would be permitted. Commissioner Gad questioned how this approach would identify what is permissible and not permissible, and asked how Gilbert's license application applies to home-based cooking businesses. Mr. Balmer responded Gilbert's questionnaire answers whether or not the proposed use is compatible with the surrounding residential area. Mr. Balmer stated staff would review the entire submittal and questionnaire to determine if it is compatible with the neighborhood; it does not change the character of the neighborhood or the home. Chairman Sossaman stated the Town of Gilbert has a broader understanding and then leaves it up to the individual HOAs to decide what they like or do not like.

Commissioner Gad asked if someone was in dispute with their Homeowner's Association CC&Rs, would the Town have any authority over that. Mr. Balmer responded, "no". Commissioner Gad expressed concern if the applications are reviewed on a case-by-case basis, and if the occupation is not specifically prohibited, how would staff maintain consistency with each applicant over time. He noted a different staff member in the future may have a different interpretation than a current staff member. Mr. Balmer responded the application is interpreted based not only on the questions answered, but on how much the applicant submits or holds back. Chairman Sossaman asked if an application were to be denied, is there an appeals process. Mr. Balmer responded, "yes", if the applicant wished to appeal, the request would then be submitted to the Planning & Zoning Commission and Town Council. Commissioner Reyes stated she agrees reviewing requests on a case-by-case basis would leave the Town open to problematic issues. Commissioner Robinson clarified that if the application meets the base criteria, and does not have a detrimental effect on the neighborhood, then there would not be an issue.

Commissioner Nichols stated his concern if a neighbor feels uncomfortable with a particular use, but it meets all the criteria, how would staff be able to deny it. Commissioner Robinson noted it would be logical if something meets the criteria, it is permissible until a complaint is received and a problem is documented.

Commissioner Gad suggested a hybrid approach between both the performance-based language and specific permitted uses, which specifically addresses commercial food preparation and simplifies the list of permitted and not-permitted items, but leaves a general guideline.

Chairman Sossaman suggested recommending to Council the removal of the "Permitted" items, and updating the "Not Permitted" list, as well as going to a performance-based system.

Discussion took place on the number of clients permitted to visit a home-based business in one week. The current ordinance limits the number of on-site visits to six clients per week; however, Commissioner Nichols noted he is aware home-based businesses, such as those providing music or swimming lessons, typically have more than six clients per week.

Mr. Balmer noted Planning staff had briefly discussed the general concept of revising this ordinance with the Economic Development Commission, and about using the concept as an economic development tool in promoting small businesses. Chairman Sossaman questioned whether or not a letter from the HOA would be necessary in the application process. Mr. Balmer stated that would not be necessary. Commissioner Gad suggested at least having one of the questions on the application/questionnaire ask whether or not the proposed home-based use complies with the HOA's regulations.

Commissioner Gad asked at what point would a State health inspection become necessary for the home-based cooking facility. Mr. Balmer referred to the Arizona Revised Statutes, stating it is based on types of ingredients and quantity, specifically those food items which would be prone to causing food-borne illnesses (i.e. eggs, mayonnaise, etc.).

ADMINISTRATIVE ITEMS

4. **Review** of next month's agenda items.

Mr. Balmer reviewed items scheduled for the June Planning Commission meeting:

- 1) TA12-033, Text Amendment to Article 6.16 of the Zoning Ordinance, allowing more on-site signage for homebuilder complexes.

Mr. Balmer also provided background on all projects listed on the Planning Current Applications Spreadsheet:

- Victoria PAD, Parcels 10, 11, and 11A (RZ12-034)
- The Church Farm
- Bello, GP12-036/RZ12-037/SD12-038
- Queen Creek Station, PA11-0011
- Hastings Farms East, PA 12-0001
- Ocotillo Heights, Ph. II, PA12-0002

Mr. Balmer also provided information on some projects that are not listed on the spreadsheet, but on which staff has had discussions with applicants:

- Emperor Estates, Unit IV – located at the northeast corner of Sossaman and Queen Creek roads;
- Cielo Noche – south of Queen Creek Road, west of Hawes
- Villagio, south of Queen Creek Road, east of Sossaman.

5. **Report** on Town Council Action – minutes were provided in the agenda packets.

6. **Summary of Current Events** from members of the Commission – none.

7. **Adjournment**

Motion by: **Vice Chair Ingram**

To adjourn.

Seconded by: **Commissioner Reyes**
Vote: **All ayes. Motion carried 7-0.**

The meeting adjourned at 7:03 p.m.

PLANNING AND ZONING COMMISSION

Steve Sossaman, Chairman

ATTEST:

Laura Moats, Development Services Assistant

I, Laura Moats, do hereby certify that, to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Minutes of the May 9, 2012 Work Study of the Planning and Zoning Commission. I further certify that the meeting was duly called and that a quorum was present.

Dated this 9th day of May, 2012

These are draft minutes, which have not yet been approved.

Passed and Approved this day of



**MINUTES OF THE REGULAR SESSION MEETING OF THE QUEEN CREEK
PLANNING AND ZONING COMMISSION**

Wednesday, May 9, 2012 7:00 P.M.

Council Chambers, 22350 S. Ellsworth Road, Queen Creek, AZ 85142

1. **CALL TO ORDER** The meeting was called to order at 7:00 p.m. by Chairman Sossaman in the Council Chambers of the Town Hall.
2. **ROLL CALL** (one or more members of the Commission may participate by telephone).

Present

Chairman Steve Sossaman
Vice-Chairman Steve Ingram
Commissioner Jason Gad
Commissioner Alex Matheson
Commissioner Ryan Nichols
Commissioner Debbie Reyes
Commissioner Kyle Robinson

Absent

Staff

Present

Planning Administrator Wayne Balmer
Development Services Assistant Laura Moats

Absent

3. **PUBLIC COMMENT**
There were no public comments.
4. **Consent Agenda:** Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Chairman will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Commission and/or staff may remove any item for separate consideration.

- a. **Consideration and Possible Approval of April 11, 2012 Work Study and Regular Session Minutes;**

Motion: Vice-Chairman Ingram

To approve the Consent Agenda, as presented.

2nd: **Commissioner Gad**
Vote: **All Ayes. Motion carried 7-0.**

PUBLIC HEARING, DISCUSSION AND POSSIBLE ACTION

5. Public Hearing, Discussion and Possible Action on TA12-031, “Text Amendment to Article 6.8 of Zoning Ordinance, Home-Based Occupations

Mr. Balmer presented the staff report. Commissioner Reyes questioned item number E.4 of the ordinance, which speaks about the “preparation and sale” of home-baked items. She pointed out this is inconsistent with the preceding list of items, which do *not* allow sales from the premises. She also pointed out that under item D. *Home Occupations Not Permitted*, retail sales are not permitted. Mr. Balmer clarified the application is to bake at home, but sell at farmer’s markets, etc. Commissioner Reyes requested the words “off-site” be added to item No. E.4.

Motion: **Commissioner Reyes**
To recommend approval of TA12-031, “Text Amendment to Article 6.8 of Zoning Ordinance on Home-Based Occupations, as proposed by staff, with the additional wording of “off-site”, to item number E.4, on page two of the ordinance, so that the language reads: “Preparation and OFF-SITE sale of non-potentially hazardous home-baked and confectionary goods such as cookies, sweet breads, cakes with hard icings or frostings, fruit pies with fruit and sugar fillings, candies and brownies, pursuant to A.R.S.35-136(H)(4)(G);”

Second: **Comissioner Nichols**

Vote: **All ayes. Motion carried 7-0.**

As a follow-up amendment to this specific text amendment, Commissioner Robinson requested staff look at revising its home-based occupation ordinance to reflect more of a performance-based system, similar to the procedures followed by the Town of Gilbert.

ADMINISTRATIVE ITEMS - all Administrative Items were concluded during the Work Study.

6. **Review** of next month’s agenda items:
7. **Report** on Town Council Action.
8. **Communication** from members of the Commission and Staff - None.
9. **Adjournment**

Motion: Commissioner Nichols
To adjourn.
2nd: Commissioner Robinson
Vote: All ayes. Motion carried 7-0.

The meeting adjourned at 7:12 p.m.

PLANNING AND ZONING COMMISSION

By: _____
Steve Sossaman, Chairman

ATTEST:

Laura Moats, Development Services Assistant

I, Laura Moats, do hereby certify that, to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Minutes of the May 9, 2012 Regular Session Meeting of the Planning and Zoning Commission. I further certify that the meeting was duly called and that a quorum was present.

Dated this 9th day of May, 2012.

These are draft minutes, which have not yet been approved.

Passed and Approved this ___ day of ___, 2012.



Requesting Department:
Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH: JOHN KROSS, ICMA-CM
TOWN MANAGER**

**FROM: PATRICK FLYNN
ASSISTANT TOWN MANAGER/CFO**

**DAVE WILLIAMS
SENIOR PLANNER**

RE: PUBLIC HEARING AND POSSIBLE ACTION ON RZ11-038 / SD11-039 (ORDINANCE 510-12) "CHURCH FARM" A request by Greg Davis of IPlan Consulting on behalf of William Lyon Homes to Rezone 879 acres from R1-43 to Planned Area Development (PAD) with underlying zoning districts of R/C, PQ/P, C-2, R1-4, R1-5, R1-7 and R1-9, in addition to approval of a Preliminary Plat and Landscape Plan for a master planned single-family subdivision. The project is located at the southeast corner of Signal Butte and Ocotillo Roads.

DATE: JUNE 6, 2012

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of RZ11-038, SD11-039, subject to the Conditions of Approval outlined in this report.

STAFF RECOMMENDATION

Staff concurs with the Planning Commission's recommendation.

PROPOSED MOTION

Move to approve RZ11-038, SD11-039 (ORDINANCE 510-12), subject to the Conditions of Approval outlined in this report.

RELEVANT COUNCIL GOAL

General Plan, Goal 3, Develop superior residential neighborhoods, Policy 3B: Provide a diversity of housing opportunities within the Town ranging from lower density residential

areas in the desert foothills and equestrian neighborhoods to higher-density housing in master planned developments.

General Plan, Goal 3, Develop superior residential neighborhoods, Policy 3D: Ensure compatibility between new projects and existing neighborhoods by providing appropriate transitional treatments when;

- a. New residential subdivisions are adjacent to existing residential areas; and,
- b. New development contains lots adjacent to open space, a non-residential land use or an arterial street.

General Plan, Goal 3, Develop superior residential neighborhoods, Policy 3F: Incorporate private parks, trails and open spaces that provide connectivity to the Town's existing and proposed parks, trails and open space system as design elements in all new residential developments.

SUMMARY

The proposal consists of a request from William Lyon Homes to rezone approximately 879 acres from R1-43 residential to a Planned Area Development with underlying zoning of R/C, PQ/P, C-2, R1-4, R1-5, R1-7 and R1-9, in addition to approval of a Preliminary Plat and Landscape Plan for a master planned single-family subdivision.

HISTORY

| | |
|------------------|---|
| October 1, 2008: | Town Council approved annexation of Church Farm into the Town of Queen Creek. |
| October 1, 2008: | Town Council referred Church Farm Proposal back to the Planning Commission for further review. |
| June 16, 2010: | Town Council approved GP10-014, Minor General Plan Amendment reducing the size of Community Commercial from 45 acres to 25 acres. |
| March 14, 2012 | Planning Commission recommended approval of RZ11-038 and SD11-039. |

DISCUSSION

The applicant is requesting to Rezone approximately 879 acres from R1-43 residential to a Planned Area Development with underlying zoning of R/C, PQ/P, C-2, R1-4, R1-5, R1-7 and R1-9, in addition to approval of a Preliminary Plat and Landscape Plan for a master planned single-family subdivision.

The Church Farm master planned community was originally proposed in 2006. Over the past 6 years, the project has undergone several changes in design to accommodate

changing market demographics as well as the Town's 2008 General Plan Update. Additionally, the alignment of the Abel Moody power line and flood control studies from Pinal County affected the project. This proposal incorporates all of the outside influences in the design of this project in addition to comments from the surrounding neighbors, staff, and the Planning Commission and Town Council meetings in 2008.

This case was continued from the April 18th, 2012 Town Council Meeting to provide additional time for the applicant to address comments on the case. As a result of those discussions, Stipulation # 13(b) has been modified to the following; "Covered Rear Patios shall have a minimum of 120 square feet." The requirement for a total of covered patio and porch still remains at 180 square feet. Staff supports this change.

Additionally, the extra time provided by the continuance has allowed staff the opportunity to do additional public outreach on the project, all of which has come back positive. Additional details on the new social media outreach are included in the analysis section of this report.

| Project Information | |
|----------------------------------|--|
| Project Name | Church Farm |
| Site Location | Southeast of Signal Butte and Ocotillo roads. |
| Current Zoning | R1-43 |
| Proposed Zoning | Recreation Conservation (R/C), Public/Quasi Public (PQ/P), General Commercial (C-2), Residential Districts R1-4, R1-5, R1-7 and R1-9 (Planned Area Development). |
| General Plan Designation | Very Low Density Residential (VLDR 0-1 DU/AC), Medium Density Residential (2-3 DU/AC) Medium High Density Residential (MHDRA (3-5 DU/AC), Commercial Services (CS) |
| Surrounding Zoning Designations: | |
| North | R1-43 Residential (Undeveloped land) |
| South | Recreation / Conservation; Queen Creek Wash. |
| East | SR, and CR-1 (Single Family Residential) Pinal County |
| West | R1-9 (PAD), R1-6 (PAD) R1-43, Queen Creek |
| Gross Acreage | 879 Acres |
| Total Lots/Units | 2,310 |
| Proposed Density | 2.89 DU/AC |
| Open Space Acreage: | |
| Provided | 229.9 Acres |
| Required | 150.8 |

Planning Commission Discussion

The Planning Commission discussed the case at length and had two recommendations, which have been added to the case as Conditions of Approval 49 and 50. The first

recommendation was to include a native surface trail along Lenora Way East of Meridian Road as an aid for horses to access the trail system on the eastern boundary of the project.

The second recommendation, suggested by Commissioner Nichols, was to include traffic calming on all linear streets over 900' in length. If implemented as proposed, this stipulation would have required traffic calming on more than 40 street segments. In a subsequent conversation, staff spoke with Commissioner Nichols about the wording in the new stipulation, and recommended a modification allowing staff latitude to evaluate linear streets over 900 feet in length and for staff to make the final determination on which streets require traffic calming. Commissioner Nichols agreed with staff's recommendation. Staff will be proposing the revised language at the Council meeting on April 18.

General Plan

One of the biggest influences in this proposal – when compared to the proposed Church Farms master plan presented in 2006 - is the General Plan Update that was completed by the Town in 2008. Previously, this area was designated as Very Low Density Residential (0-1 dwelling units per acre (DU/AC)), Low Density Residential (1-2 DU/AC), Medium Density Residential (2-3 DU/AC) and Commercial Services. The original project was designed with 1,745 lots with an overall density of 2.17 DU/AC and was in compliance with the General Plan at that time. The original plan included a wide variety of lots from acre-plus equestrian lots to R-2 high density lots.

The 2008 General Plan Update reflected increased density in this area, significantly reducing the Very Low Density Residential in addition to removing the Low Density Residential and changing it to Medium Density Residential (2-3 DU/AC) west of Meridian Road, and Medium High Density Residential (3-5 DU/AC) east of Meridian Road. The current proposal is for 2,310 homes for an overall density of 2.89 DU/AC, which is in compliance with the current General Plan.

In 2010, William Lyon Homes applied for a Minor General Plan Amendment which reduced the overall size of the Community Services (CS) on the southeast corner of Signal Butte and Ocotillo roads from 45 acres to 25 acres. The Town Council approved this Minor General Plan modification.

Planned Area Development (PAD)

The applicant is proposing several deviations as part of a Planned Area Development (PAD) as allowed in the Zoning Ordinance. The *italicized* text is directly from the applicant's narrative. Staff response is in **bold** below each request.

1. *PAD Expiration | Vested Rights: While zoning of real property typically continues in perpetuity subject to legislative determination that the zoning is in conformance with the General Plan, Section 4.10J: Final Development Plan or Site Plan and Section 4.10L: Termination of the PAD Classification of the Queen Creek Zoning*

Ordinance sets forth provisions to impose a two year time limitation on PAD zoning. This Ordinance provision can however be satisfied if a Final Site Plan or a Final Subdivision Plat has been submitted for approval within two years of PAD approval.

Establishment of vested zoning rights for land uses and densities are essential for the Town regarding General Planning purposes and planning for future capital improvement programs. Similarly, predictability and fairness is just as critical for the property owner in effort to protect legitimate investment-backed expectations for the project. Establishment of vested rights for the entire PAD project area is vital in that it provides this predictability and provides for a means of reliance upon development rights that allows for the continued incurrence of substantial design related expenses throughout the life of the project. We are therefore requesting that in addition to a Final Site Plan or Final Subdivision Plat establishing the vested rights for the project, that approval of a Map of Dedication instrument also establish vested rights for the entire Church Farm project with respect to zoning designations, densities, site development regulations, and use regulations as described in this Project Narrative, illustrated on the corresponding Zoning Exhibit and Development Plan, and approved by Council Ordinance.

Given the overall size and complexity of this project, staff is supportive of the applicant's request for vesting of zoning rights via appropriate Map(s) of Dedication in addition to Final Site Plan or Final Subdivision Plat. Given market conditions and the number of units and parcels involved, the development of Church Farms will more than likely happen over several years versus shorter time frames seen with single plat subdivisions. Maps of Dedication have been used in the past on smaller projects to convey similar needs for vesting of zoning rights. Details on the specific dedications are described in the Conditions of Approval.

2. *Preliminary Plat Duration: Section 4.4D.2: One (1) Year Approval with Extension*
The Queen Creek Subdivision Ordinance sets forth that preliminary plat approval is valid for a period of one year from the date of Town Council action; and, that a request can be made for a single, one-year extension of the original preliminary plat approval. Although we understand that the intent of this provision may be to provide the Town with some assurances that subdivision development is consistent with the Town's current regulations and requirements, a one year approval time frame for a Preliminary Plat is no longer a sufficient duration to secure appropriate financing of the on- and off-site improvements. Additionally, a project of this magnitude demands a significant amount of time to coordinate the physical improvements to the property. We are therefore requesting that duration for approval of a Preliminary Plat for the project be valid for a period of 2 years and that submittal of a Final Site Plan, Final Subdivision Plat or Map of Dedication instrument establish vested rights for the entire Preliminary Plat.

Staff is supportive of the applicant's request to modify the initial time frame for Preliminary Plat expiration to 2 years given the size and complexity of this project.

3. *Phasing: Section 4.10.D2: PAD Projects Phased of the Queen Creek Zoning Ordinance requires that all PAD projects shall be phased so that the density of any phase, when combined with previously constructed phases, does not exceed the approved overall project density. Although we fully understand the intent of the provision, the immense size of Church Farm precludes us from designing phases large enough to encompass all lot sizes, thus some phases will exceed the overall project density; however, these phases will in no case exceed the permitted density of the General Plan. Additionally each phase will provide sufficient open space, vehicular circulation, and infrastructure improvements to ensure independent function.*

Staff is supportive of the applicant's proposal related to development of individual phases and densities. Some parcels are higher in density than others and when looked at individually, may be higher than that designated by the General Plan in their respective areas. However, the overall density for this project is currently at 2.89 DU/AC, which is below the overall maximum per the General Plan for this area which is 3.05 DU/AC when averaged over the entire 879 acres of land. By vesting the zoning conditions and preliminary plats, any changes to the density of the plan in the future would have to be looked at in the context of the entire site, and not just the individual parcels. This further ensures that overall density remains at a level deemed appropriate by the Town Council.

4. *Phasing Sequence Amendments: Modifications of the project phasing sequence generally requires approval by the Town Council through a PAD amendment. Although concurrent development is anticipated per the corresponding Phasing Plan, deviation from this plan may be necessary from time to time, as future infrastructure costs and market conditions may render specific project areas more appropriate for development. As a result of the need for flexibility in project phasing, combined with the time and resources necessary to process a PAD amendment, we are proposing that the Church Farm project be permitted to develop within the phases concurrently or out of order from the numbering set forth in the approved Phasing Plan. Realizing the need for the Town to ensure that out of sequence phasing will not be detrimental to the public, it is proposed that phasing amendments be approved administratively by the Town Engineer who will ensure that the revised phasing continues to meet the public safety needs as well as the design intent of the community.*

Staff is supportive of the request for administrative approval of Phasing modifications. With the staff (Town Engineer) approval, it will reduce the processing time involved while ensuring that the intent and character of the project maintains the Town's high standards.

5. *Balancing of Densities: Balancing of densities provisions, as set forth in Tables 4.10-2 and 4.10-3 Balancing of Densities, provides a table that prescribes minimum and maximum percentages of lots for the R1-7, R1-12, and R1-15 (and larger) zoning districts. Since our proposal includes three zoning districts that are not incorporated in this section of the Code, we cannot comply, thus do not believe it is applicable. Regardless, we do believe we comply with the intent of the section by providing a wide range of lot sizes throughout the project. We believe that the proposed density balance and lot sizes provide the needed livability and sustainability for the project and greater community. We are therefore requesting deletion of this requirement for the Church Farm project.*

As discussed above in item #3, Staff is in support of constructing individual parcels which may have higher densities than allowable by the General Plan for that specific parcel, as the entire site does conform to the Plan. Given the varying lot sizes, and desired buffering of smaller lots closer to Ocotillo and larger lots closer to the Queen Creek Wash, it is understood that the smaller lot sizes will be built first as infrastructure is constructed to gain access to the southern and eastern sections of this project.

6. *Buffer Yards: Section 5.3E: Buffer Yards and Screening Methods of the Zoning Ordinance sets forth provisions to provide for physical and visual transition areas between lots of different densities. Per Table 5.3-1: Landscaping, Screening & Buffer Yards Between Zoning Districts and Figure 5.3-2, a minimum of a 25-foot wide landscaped buffer area is required between the proposed R1-7 lots and the R1-9 lots. This provision also requires the plantings of at least 2 evergreen tree species and 1 deciduous tree species every 100-linear foot. Buffer yard standards for the R1-4 or R1-5 zoning districts are not addressed in these tables. Understanding that buffering is also an important component of Queen Creek's Zoning Ordinance, we have designed the project to meet the intent. Buffering the existing large lot neighbors occurs in two primary ways. Landscape tracts measuring between 45-feet and 150-feet are used to not only provide a physical separation between the existing homes and proposed development, but to allow access to the Community wide equestrian trails in the area. The second form of buffering is through the use of transitional lot sizes. We have designed the larger lots of Church Farm to be located at the perimeter and adjacent to the existing neighborhoods in an effort to minimize the impact that these lot area changes can have on the existing rural lifestyle.*

Buffering within the master plan development similarly occurs through transitional lot sizes and the use of landscape tracts that also contain linear trails and paths for the community's use. Because we are using a combination of landscaping, trails, and lot size transitioning and in an effort to ensure cohesiveness throughout the community, we propose the deletion of this provision within the context of the PAD, although we believe the intent is maintained.

Staff is supportive of the applicant's request. Given the unique nature and size of this project, the applicant has utilized an extensive system of trails and open spaces which meets the intent of the Zoning Ordinance related to Bufferyard Standards. Also, by locating larger lots adjacent to the existing residential that is in the area, they create a further buffer from the R1-4 and R1-5 lots and the associated higher density areas.

7. *Landscape Setback – Collector Level Streets: Table 5.3-1: Landscaping, Screening & Buffer Yards Between Zoning Districts and Figure 5.3-2 also establishes the minimum buffer yard distances and platting requirements for those areas between the residential lots and the adjacent arterial / collector level street. More specifically a minimum distance of 30-feet is required between the lots lines and the street, which area is required to be landscaped per the provisions set forth in the table. The project meets or exceeds this requirement in most locations with the exception of those internal areas that include traffic calming features/intersections. In order to maintain the planned internal open space linkage widths and corresponding trail locations, it is necessary to reduce the required 30-foot landscape setback at these traffic calming features and intersections. We are therefore proposing that the landscape setback requirement for the areas adjacent to all traffic calming features/intersections be a minimum of 10-feet.*

Staff is supportive of the applicant's request for the reduced landscape setbacks to incorporate the traffic calming into the project. The total landscaping at a minimum would include the 10 foot landscape buffer in addition to 6 feet of right-of-way landscaping and a 6 foot sidewalk.

8. *Tot Lot Play Stations: Although not codified in the Town's Zoning Ordinance or approved as part of the Subdivision Regulations, the Town has historically required .25 open space amenity play stations for each household in the community, with 50-percent of the provided play stations being tot lots. While we fully embrace the importance of providing for sufficient children's amenities, we also believe it imperative to foster development of healthy communities for all age groups, thus we are requesting to deviate from the latter part of this policy and expand the traditional application of the play stations to include a broader spectrum of amenity types for all age groups, which is described in detail in Section 8: Project Theming and Character. It is important to note that the overall quantity of play stations proposed exceeds the number requested by the Town.*

Staff is supportive of the applicant's request. The amenity package proposed is very unique and unlike any other subdivision in Queen Creek or the Southeast Valley. The overall intent is to create areas all residents can use regardless of their age and have activities they can use and enjoy. There are a total of 11 uniquely designed areas which include activities such as forts and swings for the kids, chalkboard walls to draw on,

climbing walls, outdoor areas to barbeque and relax for the adults and an area for outdoor movie screen for the entire community to enjoy.

9. *Signs: Neighborhood identification is very important to the character of a community and at 879 acres, Church Farm is one of the Town's largest master planned communities that should be afforded sufficient opportunities for appropriately scaled identification. Sign areas for the proposed subdivision entry monument signage is consistent with the provisions of Section 6.16D: Sign Permitted in Residential Zoning Districts of the Queen Creek Zoning Ordinance; however, deviation from the Code is requested to address the need for additional sign height. In effort to promote superior way finding and neighborhood identification, deviation from the permitted height of 5-feet is requested to allow for a sign height measurement of 12-feet for the community entry monuments, and a height of 7.5-feet for the neighborhood entry monuments. As illustrated in the corresponding conceptual landscape plans, the requested sign height is primarily to address the proposed height of the architectural element in which the signs are proposed to be affixed.*

Commercial entry signage is designed to maintain consistency with the design theme proposed for the project subdivision entry monument signage. Although the commercial entry signage is consistent with the provisions of Section 6.16: Sign Regulations of the Queen Creek Zoning Ordinance in terms of sign area, height, and location for the primary element of the sign, the architectural element containing the tenant identification panels exceeds the regulations identified in the Sign Code in terms of height and area. The signage lettering for 'Church Farm' is proposed at the maximum sign area of 48-square feet, and well within the height limitation of 8-feet; however, the tenant identification panels are proposed up to a height of 12-feet and the area of these panels will exceed the overall area permitted. Continuing to promote superior way finding and high quality design within the Town, deviation from the height and area code provisions is therefore requested for the 'Identification Ground-Mounted Sign' to permit an overall height of 12-feet and a total of 78-square feet in area.

Staff is supportive of the applicant's request for increased square footage for their signage. Given the size and scale of the project, the signage is proportionate with the projects size and character. Architectural embellishments that exceed the overall height have been approved in other locations where they are consistent with the architecture and scale of the project, such as Power Marketplace.

Staff does, however, propose that a comprehensive sign application be submitted that addresses the separate commercial tenant. Multi-tenant signs for the Commercial Center shall be reviewed and approved separately when the commercial site is submitted for site plan approval. The signage for the Commercial Center should be consistent with the architecture of the residential component of Church Farm.

10. *Garage Setback: Section 1.01 Table 5.11-1 contained within Section 5.11 Residential Architectural Design Standards requires that front loaded garages be recessed a minimum of 5-feet from the front plane of the living area. The primary purpose of this provision is to provide visual interest and relief from street views. We also believe it is important to maintain this type of design standard to help promote pedestrian scale to the streetscape, which in turn, will also enhance the quality residential living environment of the neighborhoods. In an effort to promote desirable larger rear yards, more usable floor plans, while also providing incentive for more pedestrian scaled front porches closer to the street, deviation is requested in two ways:*

- *The deletion of the requirement from the R1-4 and R1-5 zoning districts.*
- *Allowing the 5-foot recess to be measured from the front plane of a covered porch if offered (living area if not) for the R1-7 and R1-9 Zoning Districts.*

Staff is not supportive of this request. The intent to maintain the 5 foot setback from the face of garage from the livable area of the home has been consistently upheld through prior Design Reviews on many projects. Garage setbacks in the R1-4 and R1-5 Zoning Districts are not addressed in the Design Review Guidelines; however, staff has been consistent in recommending that smaller lot homes meet the requirement of the design guidelines where physically able.

11. *Garage Face Proportions: Although the purpose of the Town's 40-percent garage face proportionality provision is to enhance the residential streetscape views, we do not believe that this provision fully takes into account the physical size of the dwelling units on relatively smaller lots. This provision essentially equates to the fact that the smallest dwelling unit width within a neighborhood can only be 50-foot, as a typical 2-car garage is a minimum of 20-feet in width (width include measurement of garage return walls). That results in lots that are at least 60 feet wide which eliminates the need for the R1-4 and R1-5 zoning districts which we do not believe is the intent. The Church Farm proposal in an effort to maximize diversity includes R1-4 and R1-5 zoned lots that can accommodate 40 and 45 foot wide products which cannot meet this regulation. Therefore, we propose that the R1-4 and R1-5 Zoning districts utilize a 45-percent garage face proportionality maximum.*

Staff is supportive of the applicant's request. The R1-4 and R1-5 homes cannot physically meet the standards based on the width of the lots, and the building setbacks required under other provisions of the Ordinance.

12. *Patio | Porch Size – R1-4 and R1-5 Districts: While we fully agree that rear patios should be required for all dwelling units in this desert environment, we also believe that the universal requirement of 180 sq. ft. for each dwelling unit is not*

appropriate for the smaller R1-4 and R1-5 lots as it does not take into account the size of the structures and corresponding yard sizes. In effort to provide for the desired 180 sq. ft. of covered area, while also respecting the proportions of the anticipated dwelling units to the size of the lot, we are requesting that minimum Areas of the front porch and rear patio areas combined be equivalent to 180 sq ft.

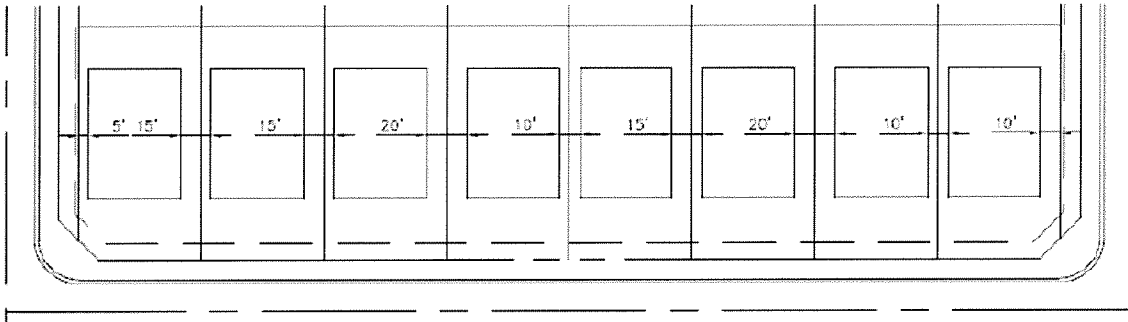
This proposal has been modified by way of a letter from Ralph Pew dated 5/25/2012 wherein they propose that a rear patio shall be a minimum of 120 square feet. The overall requirement would still be 180 square feet. Staff is supportive of this modified position.

13. *Floor Area Ratio – All Residential Districts: As currently adopted in the Queen Creek Zoning Ordinance, floor area ratios are not consistent with lot coverages identified in Table 4.7-2: Dimensional Standards. Proposed deletion of this regulation is offset by the project's full compliance with the Town's lot coverage requirements.*

Staff is supportive of the applicant's request. This particular item has been recognized by staff and is being incorporated into future revisions of the Zoning Ordinance. The lot coverage better addresses the concerns for storm water drainage for the structures and takes into account future accessory structures that individual homeowners may build in the future.

14. *Building Separation – R1-9 and R1-7 Zoning Districts: Development standards, as set forth in Table 4.7-2: Dimensional Standards of the Queen Creek Zoning Ordinance, establish that side yard setbacks for both the R1-9 and R1-7 zoning districts provide that adjoining lots have a minimum spacing of 15-feet between buildings, where the minimum setback is 7-feet for the R1-9 district and 5-feet for the R1-7 district. This provision further encourages staggering of side yard setbacks to create differentiation in building orientation to the street. Although the total side yard setbacks proposed will meet or exceed Zoning Ordinance requirements, deviation is requested from the minimum building separation requirements of 15-feet for both the R1-9 and R1-7 districts. Every lot will have combined setbacks of at least 15-feet but in order to provide the staggering the Town desires, as well as allow more flexibility to the home builder which affords floor plan flipping, more diverse floor plans, and better utility line placement, we are requesting that the minimum building separation be 10-feet. Since the side yard setbacks are 5-foot and 10-foot, there will not be a situation where there are two 10-foot building separations in a row. In fact, the results of this deviation, as illustrated below, will be a mix of 10-foot, 15-foot, and 20- foot building separations, meeting the intent of this requirement.*

R1-7 & R1-9 | 10-FOOT SEPARATION EXHIBIT



Staff is supportive of the applicant's request. The intent of the Zoning Ordinance in the R1-7 and R1-9 districts is to provide for staggered setbacks to provide more visual interest between the homes by utilizing staggering 7 foot and 8 foot side setbacks. By staggering the setbacks with 5 foot and 10 foot offsets, it provides the ability for most of the homes to have vehicle gates to access the rear yards in addition to providing for more variation between homes. The staggered variation provided by the applicant meets the intent of the Zoning Ordinance.

15. *R1-9: Parcels D, H, J and M are proposed to maintain the base zoning designation of R1-9: Urban Development Type A District (9,000 square feet per dwelling unit). While a large majority of the lot development standards are proposed to be maintained for the R1-9 zoned parcels, modifications are requested to the lot width maximums, lot depth maximums, as well as some of the building setbacks to add flexibility and to promote covered patios, porches, and side entry garages. While still maintaining the Town's desired width-to-depth lot design ratio, the requested deletion of the maximum lot width and depths will assist to promote the needed lot design flexibility and to ensure that larger size transition lots can be accommodated. Offsetting this requested modification is the proposed increase to the minimum lot depth, which will also assist to increase the lot area of the R1-9 lots to over 12,000 square feet. A 5-foot front yard setback modification is proposed to accommodate a front porch or side entry garage arrangement, whereas the minimal requested deviations to the side yard setback and minimum building separation requirements will also help to promote rear yard access (RV gates), and foster an enhanced streetscape for the neighborhood. Minimal rear yard setback deviations are necessary to promote larger single story floor plans and deeper covered patios.*

Staff is supportive of the applicant's requests for the R1-9 district, in that it appears to meet the intent of the Zoning Ordinance. It is consistent with other subdivisions throughout the community.

16. *R1-7: The R1-7: Urban Development Type A District (7,000 square feet per dwelling unit) portion of the project consists of Parcels C and K. As with the R1-9 district above, the proposed, setback deviations for the R1-7 district lots will assist in promoting covered patios, porches, and front and side entry garages arrangements. Offsetting the requested modifications is the proposed increase to the minimum lot depth, which will also assist to increase the lot area of the R1-7 lots to over 8,000 square feet. Similar to the R1-9 deviations, minimal setback and building separation deviations are proposed which will add the needed flexibility to help promote an enhanced streetscape for the neighborhood, while also assisting with facilitating rear yard access. Minimal rear yard setback deviations are necessary to promote larger single story floor plans and deeper covered patios.*

Staff is supportive of the applicant's request for the R1-7 district, in that it appears to meet the intent of the Zoning Ordinance. It is consistent with other subdivisions throughout the community.

17. *R1-5: The R1-5: Urban Development District (up to 5 dwelling units per acre) portion of the project consists of Parcels B, G, and L. The proposed modification to increase lot dimensions will promote both front and side entry garage arrangements while also providing a minimum lot size of 6,900 square feet. In addition to the generally requested modifications to the patio sizes and floor area ratio, we are proposing a standard for building separation where none exists today.*

Staff is supportive of the applicant's request; however, we recommend clarifying the language to reflect that both the porch and patio shall be covered.

18. *R1-4: The R1-4: Urban Development District (up to 8 dwelling units per acre) portion of the project consists of Parcels A, E, and F. The proposed increased minimum lot dimensions will facilitate front and side entry garage arrangements, while also providing a lot size of 5,500 square feet. Similar to the R1-5 development standard deviations summarized above concerning garage face proportions, patio sizes, and floor area ratio, we are proposing a standard for building separation where none exists today.*

Staff is supportive of the applicant's request; however, we recommend clarifying the language to reflect that both the porch and patio shall be covered.

19. *Development Standards: Site Development Regulations for the nonresidential zoned parcels conform to provisions set forth in Table 4.7-2: Dimensional Standards of the Town of Queen Creek Zoning Ordinance for the respective zoning district. Modifications to the residential lot development standards however, are being requested to permit greater flexibility in the development of a*

higher quality living environment. The following table is a comparison of the lot sizes proposed in comparison to those identified in the Zoning Ordinance (deviations noted in **bold** typeface in the tables):

| TABLE 6.301: LOT DEVELOPMENT STANDARDS LOT SIZE – CHURCH FARM | | | | | |
|--|--------|--|----------------------------------|-----------------------------------|-------------------------------|
| Parcel | Zoning | Minimum Lot Area (sq. ft.) (proposed)* | Minimum Lot Area (sq.ft.) (Code) | Minimum Lot Dimensions (proposed) | Minimum Lot Dimensions (Code) |
| A | R1-4 | 5,500 | 4,000 | 55' x 100'* | 40' x 60' |
| B | R1-5 | 6,900 | 5,000 | 60' x 115'* | 50' x 70' |
| C | R1-7 | 8,400 | 7,000 | 70' x 120'* | 70' x 100' |
| D | R1-9 | 12,600 | 9,000 | 90' x 140'* | 90' x 100' |
| E | R1-4 | 5,500 | 4,000 | 55' x 100'* | 40' x 60' |
| F | R1-4 | 5,500 | 4,000 | 55' x 100'* | 40' x 60' |
| G | R1-5 | 6,900 | 5,000 | 60' x 115'* | 50' x 70' |
| H | R1-9 | 12,600 | 9,000 | 90' x 140'* | 90' x 100' |
| J | R1-9 | 12,600 | 9,000 | 90' x 140'* | 90' x 100' |
| K | R1-7 | 8,400 | 7,000 | 70' x 120'* | 70' x 100' |
| L | R1-5 | 6,900 | 5,000 | 60' x 115'* | 50' x 70' |
| M | R1-9 | 12,600 | 9,000 | 90' x 140'* | 90' x 100' |

* Except to accommodate cul-de-sacs, knuckles, and other street designs that encroach into the typical lot depth.

Staff is in supportive of the above table 6.301 related to the proposed lot dimensions for the zoning designations and parcels listed above. Lot sizes for each of the respective zoning districts are larger than the code would allow for each district.

*The following table is a comparison of the residential lot development standards proposed in comparison to those identified as minimum requirements in the Zoning Ordinance. Deviations from code are indicated in **bold** typeface. Letter designations in the Additional Regulations column refer to proposed regulations that follow the Lot Development Standards | Setbacks, Building Height, Lot Coverage – Church Farm table for Single Family Residential Districts.*

Table 6.302: Lot Development Standards | Setbacks, Building Height, Lot Coverage – Church Farm

| <i>Standards</i> | <i>R1-9 (Proposed)</i> | <i>R1-9 (Code)</i> | <i>R1-7 (Proposed)</i> | <i>R1-7 (Code)</i> | <i>R1-5 (Proposed)</i> | <i>R1-5 (Code)</i> | <i>R1-4 (Proposed)</i> | <i>R1-4 (Code)</i> | <i>Additional Regulations (proposed)</i> |
|---|----------------------------|------------------------|----------------------------|------------------------|----------------------------|------------------------|----------------------------|------------------------|--|
| Maximum Height (ft.) | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | |
| Minimum Building Setbacks (ft.) | | | | | | | | | |
| Front (front facing garage side entry garage covered porch) | 20/15 | 20 | 20/15 | 20 | 20/15/10 | 20/15/10 | 20/15/10 | 20/15/10 | (A) |
| Side (Min. / Total) | 5/15 | 7 | 5/15 | 5 | 5 | 5 | 5 | 5 | (B) |
| Rear | 25/20 | 25 | 25/20 | 25 | 20/15 | 20/15 | 15/10 | 15/10 | (C) |
| Maximum Building Setbacks (ft.) | | | | | | | | | |
| Front | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | |
| Minimum Building Separation (ft.) | 10 | 15 | 10 | 15 | -- | -- | -- | -- | |
| Maximum Lot Coverage (%) | | | | | | | | | (D) |
| One-story | 40 | 40 | 40 | 40 | 55 | 55 | 60 | 60 | |
| Two-story | 40 | 40 | 40 | 40 | 50 | 50 | 50 | 50 | |
| Front Facing Garage Ratio (%) | 40 | 40 | 40 | 40 | 45 | 45 | 45 | 45 | |
| Minimum Patio Size (sq. ft.) | 180 | 180 | 180 | 180 | 180 | 180 | 180 | 180 | (E) |
| Maximum Density (du./ac) - net | 4.0 | 4.0 | 4.0 | 4.0 | 5.0 | 5.0 | 8.0 | 8.0 | |
| Floor Area Ratio | -- | 0.40 | -- | 0.40 | -- | 0.55 | -- | 0.60 | |
| Maximum Lot Width (ft.) | None | 120 | None | 100 | None | 70 | None | 65 | |
| Maximum Lot Depth (ft.) | None | 130 | None | 130 | None | None | None | None | |

A. Front Setback.

1. R1-9 district: Minimum 20-foot setback to living area or front facing garage; 15-foot setback to covered porch or side entry garage.
2. R1-7 district: Minimum 20-foot setback to front facing garage; 15-foot setback to living area, covered porch or side entry garage
3. R1-5 and R1-4 districts: Minimum 20-foot setback to front facing garage; 15-foot setback to living area or side entry garage; 10-foot setback to covered porch.

Staff is supportive of the Front Setback proposals in Section A and the Table above.

B. Side Setback.

1. R1-9 district: Minimum 5-foot side yard setback; total of both side yard setbacks shall be 15-feet.
2. R1-7 district: Minimum 5-foot side yard setback; total of both side yard setbacks shall be 15-feet
3. R1-9 and R1-7 districts: Minimum building separation between dwelling units on adjacent lots shall be 10-feet.

Staff is supportive of the Side Setback proposals in Section B and the Table above.

C. Rear Setback.

1. R1-9 and R1-7 districts: Minimum 20-foot rear yard setback for covered patios.

2. R1-5 district: Minimum 20-foot rear yard setback to the livable area of 2-story dwelling units; 15-foot setback to 1-story dwelling units; and, 15-foot setback for covered patios of both 1-story and 2-story dwelling units.
3. R1-4 district: Minimum 15-foot rear yard setback to the livable area of 2-story dwelling units; minimum 10-foot rear yard setback for 1-story dwelling units; and, 10-foot rear yard setback for covered patios of both 1-story and 2-story dwelling units.

Staff is supportive of the Rear Setback proposals in Section C and the Table above.

D. Lot Coverage.

1. R1-9 and R1-7 districts: Lot coverage may increase 5-percent to 45-percent for single story dwelling units that provide front porches which meet all of the following, minimum design criteria:
 - (a) 120-square feet in area;
 - (b) 8-foot depth; and,
 - (c) Width equal to or greater than the depth of the porch.

Staff is supportive of the Lot Coverage increase for qualifying architectural features. This is already included in the Zoning Ordinance for these districts.

E. Patio / Porch.

1. R1-5 and R1-4 districts: The combined area of a covered porch and patio for each dwelling unit shall be 180-square feet.

This proposal has been modified by way of a letter from Ralph Pew dated 5/25/2012 wherein they propose that a rear patio shall be a minimum of 120 square feet. The overall requirement would still be 180 square feet of covered space. Staff is supportive of this modified position.

Staff is supportive of the majority of the PAD requests based on several factors. The open space required for this project is 150 acres with the applicant providing 230 acres total. The applicant will be improving and stabilizing the Queen Creek Wash in addition to improvement of a trail node at the wash at Meridian Road. The overall design is one that takes into account the Town's agricultural heritage and embraces it through the landscaping and themes of the amenities they are proposing. The applicant is also providing a site for the Queen Creek schools for an elementary school in the center of the subdivision.

Zoning Discussion

The Church Farm subdivision has proposed several Zoning Districts throughout the 879 acre project. These Zoning Designations include C-2 General Commercial, R/C

Recreation Conservation, P/QP Public /Quasi-Public in addition to R1-9, R1-7, R1-5 and R1-4 Districts.

The Residential Zoning Districts have been discussed at length above. The overall mixture provides a balance of homes on varying lot sizes with the smaller lots along Signal Butte Road adjacent to the commercial lots, adjacent to the Union Pacific Railroad tracks and adjacent to the future school site. Larger lots are distributed along the Queen Creek Wash and along the east side of the property adjacent to the larger equestrian lots located in Pinal County.

Given the overall size and diversity of the Church Farm Subdivision, the applicant proposes as part of the Planned Area Development to submit individual Design Review submittals at such time as each parcel is proposed for development. Staff is in support of this approach given the time frame to build out 2,310 lots. A proposed condition of the approval of this project will be that each parcel go through the formal Design Review process and the plans be reviewed and approved by the Planning Commission and Town Council.

Church Farm has been designed as a master planned community in all aspects. The applicant has proposed a park and open space system which will be unique to Queen Creek and the Southeast Valley. Throughout the 879 acres, there will be 11 individual neighborhood parks with a trail system providing connectivity. Per the applicant, the park names are based on architectural characteristics from a historical estate (i.e., the Living Room, The Front Porch, the Courtyard, etc). These parks are designed to be flexible and are intended to compliment the residents surrounding it.

Per the applicant's narrative, they indicate that the design of the parks was based on the concept of "free play":

"Spontaneous, creative activity; experiences that are created based on what is provided in one's immediate environment. It is critical to the developmental and sensory needs of children and promotes imaginative thinking as a creative way of learning about the world."

The Town of Queen Creek recommends .25 play stations per residential lot, which would be the equivalent of 578 total play stations for this subdivision. The applicant is providing 582 play stations total. These play stations have been interpreted by Staff as equivalent units given the broad range of activities that are proposed in each of these parks, versus the standard tot-lot provided by most developers. Some of these unique amenities include standard items such as basketball courts and swings, but also more creative items such as a chalkboard wall, boulders for rock climbing, a performance stage, ping pong tables, chess and checker boards and a hedge maze.

The parks are proposed to be connected by a system of trails to aid in pedestrian circulation through the subdivision. Per the applicant's narrative, they have provided 8.6 miles of 6 foot wide sidewalks adjacent to the roadways in addition to approximately 8.2

miles of 5 foot wide sidewalks in the open spaces. They have also provided 3.6 miles of 8 foot wide shared multi-use trails and 3.2 miles of soft native surface trails for multi-modal transportation alternatives throughout the project.

Staff worked with the applicant to develop this unique approach to the amenities offered and is supportive of their request. Staff is supportive of the overall design of the amenities and the open space plan and believes that it will be a unique draw to this subdivision and the Town of Queen Creek for residents looking for something that appeals to all ages.

The applicant is also providing a trail node just north of the Queen Creek wash on the East side of Meridian Road. This trail node will incorporate a parking area large enough for horse trailers, in addition to a 60 foot round pen and a 125 foot x 250 foot arena. The applicant is also providing a dosing station at this location to assist with maintenance of the wastewater collection system.

Given the overall size and type of development for Church Farm, the applicant was required to provide a total of 150.8 acres of open space. The project as proposed includes 229.9 acres of open space spread evenly through the site - including 11 community parks, and an extensive trail system.

The applicant has provided a fence plan for the various walls to be built throughout the community. Staff has reviewed the plan and it appears to meet all of the standards for walls as set forth in the Zoning Ordinance.

The landscaping proposed for the project also meets the intent of the Zoning Ordinance. The applicant has proposed diversity in the plantings to theme individual parcels so that the same plant palette isn't used throughout the 879 acres. Some examples of trees proposed include Acacia, Palo Verde, Ash, Pistache, Ironwood and Pine. All plants on the proposed landscape plans are included on the Arizona Municipal Water Users Low Water Guide list which is the approved plant list for the Town of Queen Creek.

The applicant is requesting C-2 General Commercial zoning for 25 acres at the southeast corner of Signal Butte and Ocotillo to aid in future land planning and site development. Future development of these commercial parcels will require approval of the site plan and architecture from the Planning Commission and the Town Council.

Abel Moody 230 KV Power Lines

The applicant had to accommodate future construction of the Abel-Moody 230-KV power lines within their project. To accommodate the corridor required by Salt River Project, the applicant has provided for a 100 foot landscape buffer along Signal Butte Road and along the northern boundary with the Union Pacific Railroad. This alignment was approved several years ago by the Arizona Corporation Commission. At this time, it is unknown when construction will commence on these lines.

Future Plans for Meridian Road Queen Creek Wash Crossing

Meridian Road crosses the Queen Creek Wash at the south end of the Church Farm Project. The width of the wash at the crossing location is approximately 200 feet. The future Wash crossing has been examined in a recent Design Concept Report (DCR). In the DCR, the proposed Wash crossing would consist of a box culvert which would include one extended height barrel to accommodate equestrian usage. The Church Farm Project Design Team has taken into account the proposed design elevation of the future box culvert Wash crossing and has made accommodations in their design for the future Wash crossing. It will be several years before final design commences on this project, which could be constructed as a box culvert or a bridge crossing.

Eastern Storm Water Diversion Channel

To control the offsite storm water which arrives at the eastern boundary of the project, a diversion channel is proposed to convey storm water flow to the Queen Creek Wash. The channel will run from Lenora Way south to the Wash. The channel bottom width will vary from 40-45 feet, the side slopes will have a maximum slope of 6:1, and the maximum water depth during a 100-year storm event will be three feet with a minimum freeboard of one foot. The design flow rates are consistent with the hydrologic results provided in the recent Meridian Road Design Concept Report.

Queen Creek Wash Improvements

A study was completed by the applicant evaluating conditions of the Queen Creek Wash and assessing the lateral migration of the northern bank of the Wash. The following improvements will be necessary to avoid bank erosion:

- Bank stabilization will be provided and will consist of angular rip-rap with an average gradation of 6" in diameter.
- Rip-rap will be installed on the north bank to one foot above the 100-year water surface elevation, and extend down below the Wash bed to a depth of five feet to prevent possible scour.

Phasing Plan

The Church Farm Project consists of eight residential phases plus a future school site and commercial development area. Each phase is independent of one another with respect to grading & drainage facilities, water facilities, and sewer facilities. As each phase is constructed, the associated offsite improvements will be constructed concurrently with the onsite improvements. Specific offsite improvements are outlined in the Conditions of Approval section of this report. All phases will be subject to approval by the Town for public safety requirements. Each phase will provide for sufficient vehicular circulation to accommodate the final build-out of each respective

phase. To support development activities, the eastern storm water diversion channel will be constructed during the initial phase of the development. Each phase will provide its own storm water retention. Traffic signals will be constructed with each applicable phase as outlined in the Conditions of Approval section of this report.

Utility Department Comments

The applicant will provide a fifty foot by fifty foot odor and corrosion control chemical dosing site. The purpose of this site is to allow Town staff to introduce an odor and corrosion control chemical into the wastewater collection system stream to reduce and/or eliminate unpleasant odiferous and corrosive gases and is consistent with other dosing stations throughout the Town. This site will treat the portions of the wastewater collection system along Meridian and Ocotillo Roads, as well as a large portion of the sewer lines within the Church Farms community.

The dosing station will be surrounded by a block wall with rolling metal gate, water and sewer services, and a vault and transmission lines - all provided by the applicant. The external landscaping will also be provided by the applicant. The Town will install the remaining above-ground facilities, and operate and maintain the system.

The developer will also be required to install multiple connections for sewer flushing units. These units also help to alleviate the production of odiferous and corrosive gases by flushing water through the system. The units are set to flush on a periodic basis. These units are installed in areas where chemical treatment is not feasible or desirable.

Trail Node

A Trail Node is being provided, similar to Desert Mountain Park, where residents with horses can park their horse trailers and enter the Queen Creek Wash at Meridian Road. A horse crossing under the future box culvert / bridge at that location has already been discussed with Maricopa and Pinal counties at that location.

ANALYSIS

General Plan Review: The project is located in the Low Density Residential (0-1 DU/AC), Medium Density Residential (2-3 DU/AC), Medium High Residential (3-5 DU/AC) and Commercial Services (CS). The overall density for this project is 3.05 DU/AC when averaged over the entire 879 acre site. The proposed density is 2.89 DU/AC and is consistent with the General Plan for this area.

Zoning Review: The zoning designation of the property is currently R1-43. The applicant is proposing a Planned Area Development (PAD) with underlying zoning districts of C-2, R/C, PQ/P, R1-9, R1-7, R1-5 and R1-4. Staff has conducted a detailed review of the proposal with comments above in the discussion section.

Engineering Review: The project has been reviewed by the Engineering Division. Detailed comments are provided in the Discussion section of the report related to the future plans for Meridian Road at the Wash Crossing, the eastern storm water diversion channel, Queen Creek Wash improvements and the phasing plan. Conditions of Approval have been added to address Engineering stipulations for this project.

Preliminary Plat Review: The Preliminary Plat consists of 2,310 lots. It is in compliance with all applicable codes of the Town with the exception of those items listed in the Conditions of Approval.

Building Elevation Review: No elevations were submitted with this project given the diversity in residential architecture that could occur throughout this master planned project. Each parcel when ready to develop will be required to submit detailed Design Review plans to be approved by the Town Council at a later date.

Landscape / Open Space / Fence Plan Review: The overall landscape as proposed meets the standards set forth in the Zoning Ordinance. Open Space required for the project was 150.8 acres, with 229.9 being provided. Staff has also reviewed the fence plan and is supportive of the applicant's fence plan.

Population Impact: Given the number of residential units proposed for this subdivision, at build out, Church Farm will add approximately 7,900 residents to the Town of Queen Creek, based on 3.41 persons per household as established by the US Census in 2010.

Abel-Moody Power Lines: The Abel Moody power lines have been accommodated along the east side of Signal Butte road and north of the Union Pacific Railroad right-of-way in a 100' wide landscape corridor. Trails and SRP approved landscaping is proposed for this area.

Queen Creek Schools: The applicant is providing a 12 acre school site for the Queen Creek schools for an elementary school. Queen Creek Unified School District has no objections to the plan and continues to work with the applicant on this project to finalize details.

PUBLIC COMMENTS

Traditional Public Outreach

The applicant has done extensive neighborhood outreach with the surrounding residents with the most recent neighborhood meeting being on February 15, 2012.

Staff has advertised the public hearing in the Arizona Republic – Gilbert Edition, posted 3 large public hearing signs on the property in conspicuous locations and mailed out property owner letters to all owners within 1200' of this proposal. To date, staff has not received any comments from the public on this case.

Social Media Outreach

With the continuance requested by Church Farm in April, it gave staff time to try an innovative approach to public outreach and comments through the avenues of social media. Our current methods of public outreach (property owner letters, public hearing signs and newspaper advertisements) have not resulted in any public comments to date. Staff developed a new approach to leverage social media and get the information on the case disseminated as widely as possible in advance of the next meeting. The first step was to create a posting on the Town's Facebook page including links to the applicant's narrative. This approach yielded 2 public comments in support of the proposal in addition to 4 "likes".

The second approach was to use Twitter to announce the case and provide ability for citizens to respond through a "hashtag" (#qcchurchfarm) to provide comments on the case. While no comments were received, the file link provided was downloaded 16 times.

A third social media application staff used was "Foursquare" which is a location based social media. Staff was able create "pins" at locations approximating the public hearing zoning signs and provided a link and information on the case. Given the distance of Church Farm from other "pins" (commonly restaurants, stores, etc) we did not expect this to have a high usage, but we did get one check in and a positive comment on this case. Staff believes use of the Foursquare technology in the future will be well suited for use in the more developed areas of the Town.

The last approach staff did was the inclusion of QR (quick response) codes on the public hearing signs. While we cannot determine how many downloads occurred through this medium, it does provide an easy way for a citizen in a car to be able to immediately download information about a zoning case. Staff will be utilizing this technology on signs in the future, as it is much easier than typing in long links or navigating web sites.

CONDITIONS OF APPROVAL

- 1) This project shall be developed in accordance with the plans attached to this case and all the provisions of the zoning ordinance applicable to this case.
- 2) The Rezoning approved in case number RZ11-038 is effective upon signature by the property owner of the Prop 207 waiver and filing of the waiver with the Town of Queen Creek Planning Division. Failure to sign and return the waiver to the Planning Division within 5 working days of the date of approval shall render this conditional approval null and void.
- 3) The Developer shall create a Home Owners Association (HOA) for the maintenance of all landscaping within all arterial, collector and local right-of-ways adjacent to HOA residential lots and/or HOA owned tracts and all HOA owned

open spaces, parks and/or tracts as shown on the plat or map of dedication. A Property Owners Association (POA) or the adjacent property owner shall maintain all landscaping within all arterial, collector, and local right-of-ways adjacent to commercial, school, or other parcels of land.

- 4) The Home Owners Association shall be responsible for maintaining the storm water retention basins to drain within 36 hours. Failure of any drainage basin to drain within 36 hours shall require the HOA to design and implement a Town-approved solution, which may include installing dry wells, at the expense of the HOA.
- 5) Applicant shall provide any additional lighting details, per ordinance requirements, prior to installation. Light fixtures shall be architecturally compatible with other facilities on the site.
- 6) Two-story homes along Meridian Road and the Queen Creek Wash shall be prohibited.
- 7) All signs shall be subject to separate permit and review by staff prior to issuance of any building permits for this project.
- 8) The Parcels zoned as C-2 General Commercial, shall require approval of site plan, architecture, comprehensive sign plan, and landscaping plan through the Planning Commission and Town Council and shall adhere to all standards of the Town of Queen Creek at the time of the submittal. Architecture, sign plan and landscaping shall be complimentary of the approved plans for Church Farm.
- 9) Notice and Construction Requirements for all Residential Developments. Developer shall place a note on the final plat, State Real Estate Department Report, and CC&Rs for the project regarding each of the items listed below, and also shall require the builder(s) at their model home complexes to provide notice to prospective buyers in the form of a 4'x3' sign at the entrance to each sales office of the items listed below:
 - A) Phoenix Mesa Gateway Airport. "This site is near Phoenix Mesa Gateway Airport. Due to its proximity to Phoenix Mesa Gateway Airport, the site is likely to experience aircraft over flights, which could generate noise levels that may be of concern to some individuals. The mix of aircraft consists of cargo, commercial, charter, corporate, general aviation and military aircraft."
 - B) Southern Pacific Rail Line. A note shall be placed on the Final Plat for this project that indicates that this is an operating rail line. Further, for all properties within 300 feet of the rail line, builder shall use generally accepted noise/sound attenuation measures for construction of the buildings.
 - C) Agricultural and Crop-Dusting Activities. "This site is near areas subject to crop dusting operations. General agricultural operations also exist in the area and this

site may be subject to noise, dust and possibly odors normally associated with agricultural operations. Additionally, this site is located in an area where there are aircraft operations associated with agriculture.”

- D) School Activities. “This site is near the Queen Creek High School in addition to having a future elementary school within its subdivision boundaries. Noise, lights and parking issues may exist at these locations and in the surrounding areas.”
 - E) Commercial Activities. “Parcel A and B are in close proximity to future commercial development, and may experience noise from deliveries, traffic, lights and parking issues related to the operation of these commercial properties.”
- 10) Developer shall provide notice by way of CC&R, separate notice/flyer/information booklet and plats to future residents that the project is located within the “Phoenix Mesa Gateway Airport Over-flight Area II” as defined by the Williams Regional Planning Study (WRPS) and as adopted by Queen Creek Council Resolution No. 115-96. Per Ordinance 292-04, Airport Over-flight Area II requires the following:
- A) Public Disclosure of Potential Noise Impacts – Constructive knowledge of potential aircraft noise impacts should be made to future purchasers, mortgagees, renters, occupiers and users of the property.
 - B) Notification on all Plats and Titles. It should be noted on the plat and the Title Report that there is a potential for objectionable aircraft noise. The plat and title shall note the following: “These properties, due to their proximity to Phoenix Mesa Gateway Airport, are likely to experience aircraft over flights, which could generate noise levels which may be of concern to some individuals.”
 - C) An aviation easement shall be recorded over this entire property and duly noted on all plats, public reports and notices of title.
- 11) All residential parcels shall be developed in accordance with the exhibits, phasing plans and plans attached to this case, such that the total number of dwelling units and densities per parcel shall not be exceeded. At the request of the applicant, the attached phasing plan may be modified and re-approved administratively by the Town Engineer, subject to payment of the Town’s adopted plan review fees. The total number of units shall not exceed 2,310.
- 12) All R1-9 and R1-7 zoned residential units shall be designed and developed in accordance with the Residential Design Standards as adopted in the Zoning Ordinance. Each product line must be submitted and approved by Town Council, through the Design Review Process, prior to issuance of building permits for said units.

- 13) All R1-4 and R1-5 zoned residential units shall be designed and developed in accordance with the R1-7 and R1-9 Residential Design Standards in the Zoning Ordinance, with the exception of;
 - A) Maximum percentage of the garage face (including the 2 foot side returns) shall be no wider than 45% of the width of the home.
 - B) Covered rear patios shall have a minimum of 120 square feet. Covered Patio and Porch square footage shall be a combined minimum of 180 square feet.
- 14) No roof mechanical or HVAC equipment shall be visible from any surrounding properties or the adjacent street per code. No wall mounted equipment shall be visible from a public street or adjacent residential zone.
- 15) Gutters, downspouts and similar items shall be painted to match or complement the color of the building.
- 16) Tot lots shall utilize creatively design shade structures. Details to be resolved with the final landscape plan process.
- 17) Landscaping underneath the SRP Abel-Moody Corridor shall be approved by SRP and the Town.
- 18) All Designated Open Spaces, Trails, Buffers/Transition Areas, and non-buildable tracts, such as all active and passive parks, major/minor trails shall be designated Open Space Recreation Conservation (RC).
- 19) The developer shall submit a clearance letter regarding archeological and cultural resources from the State Historic Preservation Office (SHPO) prior to each final plat approval.
- 20) Developer by way of a survey of the site, shall determine the presence of any protected species of animals, such as but not limited to, Burrowing Owls and Desert Tortoise, and if discovered shall be mitigated appropriately. No permits shall be issued until a letter of clearance by US Fish and Wildlife or an appropriate designee on their behalf has been received.
- 21) Gravel used in landscaping beds shall be 5/8" screened and shall be Madison or Walker Gold, or an approved equivalent in color. Trails shall be 1/4" minus in size. Trail standards for depth shall comply with Town of Queen Creek standards at time of construction.
- 22) All native plants as identified in Zoning Ordinance 5.3 shall be preserved or relocated onsite as indicated in that section.
- 23) The underlying zoning for the project shall consist of the following:

| Parcel | Gross Acreage (+/-) | Zoning |
|--------|---------------------|--------------------------------------|
| A | 62.77 ac | (PAD) R1-4 Single Family Residential |

| | | |
|------------|-----------|--------------------------------------|
| B | 45.21 ac | (PAD) R1-5 Single Family Residential |
| C | 55.10 ac | (PAD) R1-7 Single Family Residential |
| D | 56.51 ac | (PAD) R1-9 Single Family Residential |
| E | 125.99 ac | (PAD) R1-4 Single Family Residential |
| F | 87.16 ac | (PAD)R1-4 Single Family Residential |
| G | 85.69 ac | (PAD) R1-5 Single Family Residential |
| H | 54.12 ac | (PAD) R1-9 Single Family Residential |
| I | 28.13 ac | R/C Recreation / Conservation |
| J | 49.55 ac | (PAD) R1-9 Single Family Residential |
| K | 109.43 ac | (PAD) R1-7 Single Family Residential |
| L | 26.04 ac | (PAD) R1-5 Single Family Residential |
| M | 39.89 ac | (PAD) R1-9 Single Family Residential |
| N | 19.13 ac | R/C Recreation / Conservation |
| SD | 14.09 ac | P/QP Public / Quasi-Public |
| CO1 | 14.16 ac | C-2 General Commercial |
| CO2 | 5.75 ac | C-2 General Commercial |
| Site Total | 878.72 ac | |

A) Parcel areas are zoned areas and final plat physical limits may vary from Parcel to Parcel.

- 24) This project shall be developed only in the conformance Zoning Ordinance standards with the following modifications listed below.

R1-9 Zoning District Standards: Parcels D, H, J and M

| Development Standard | Approved R1-9 Minimum Standard |
|-----------------------------|---|
| Lot Dimensions | 90'x140'* |
| Front Setback | 20' Front Facing Garage, 15' Side Entry Garage / Covered Porch |
| Rear Setback | 25' Livable, 20' Covered Patio |
| Side Yard Setback | 5' minimum, 15' total side yard setbacks, 10' minimum between structures. |
| Minimum Lot Size | 12,600 sq.ft. |
| Max. Lot Coverage | 40%** |
| Max Lot Depth | None |
| Max Lot Width | None |

*Except to accommodate cul-de-sacs, knuckles, and other street designs that encroach into the typical lot depth.

** 5% increase if front porch meets qualifying front porch standards as outlined in the Zoning Ordinance.

R1-7 Zoning District Standards: Parcels C and K

| Development Standard | Approved R1-7 Minimum Standard |
|-----------------------------|--|
| Lot Dimensions | 70'x120'* |
| Front Setback | 20' Front Facing Garage, 15-foot setback to living area, covered porch or side entry garage. |
| Rear Setback | 25' Livable, 20' Covered Patio |
| Side Yard Setback | 5' Minimum, 15' total side setbacks, 10' minimum between structures |
| Minimum Lot Size | 8,400 sq.ft. |
| Max. Lot Coverage | 40** |
| Max Lot Depth | None |
| Max Lot Width | None |

*Except to accommodate cul-de-sacs, knuckles, and other street designs that encroach into the typical lot depth.

** 5% increase if front porch meets qualifying front porch standards as outlined in the Zoning Ordinance.

R1-5 Zoning District Standards: Parcels B, G and L

| Development Standard | Approved R1-5 Minimum Standard |
|-----------------------------|---|
| Lot Dimensions | 60'x115'* |
| Front Setback | 20' Front Facing Garage, 15' Side Entry Garage, 10' Covered Porch |
| Rear Setback | 20' Livable, 15' Covered Patio |
| Side Yard Setback | 5' |
| Minimum Lot Size | 6,900 sq.ft. |
| Max. Lot Coverage | 55% One Story 50% Two Story |
| Max Lot Depth | None |
| Max Lot Width | None |

* Except to accommodate cul-de-sacs, knuckles, and other street designs that encroach into the typical lot depth.

R1-4 Zoning District Standards: Parcels A, E, and F

| Development | Approved R1-4 |
|--------------------|----------------------|
|--------------------|----------------------|

| Standard | Minimum Standard |
|-------------------|---|
| Lot Dimensions | 55'x100'* |
| Front Setback | 20' Front Facing Garage, 15' Side Entry Garage, 10' Covered Porch |
| Rear Setback | 15' Livable, 10' Covered Patio |
| Side Yard Setback | 5' |
| Minimum Lot Size | 5,500 sq.ft. |
| Max. Lot Coverage | 60% One story 50% Two Story |
| Max Lot Depth | None |
| Max Lot Width | None |

*Except to accommodate cul-de-sacs, knuckles, and other street designs that encroach into the typical lot depth.

- 25) The developer shall be required to provide a fifty foot by fifty foot (50' x 50') odor and corrosion control chemical dosing site at Town Multi-Modal Trail Node in Southeast corner of the development as part of Parcel N.
- A) Developer is to provide minimum six foot eight inch (6' 8") high block wall with twenty foot (20') rolling metal gate and external landscaping and driveway.
 - B) Developer is to provide a minimum four inch sewer service from the dosing site to the fifteen inch (15") Sewer collection main line on Meridian.
 - C) Developer is to provide a minimum one inch water service to the dosing site.
 - D) Developer is to provide a utility vault on east side of Meridian directly west of the dosing site (size to be determined).
 - i) Developer is to provide a minimum four inch (4") diameter sewer service transmission line/ sleeve with two inch (2") diameter inside line, that is a continuous run of poly with no connectors or joints, from the vault west to a Town standard sixty inch (60") manhole at the eight inch (8") sewer collection main line in Parcel H. The line is to be slurry capped through the developer provided/ dedicated easement through the home-owner's property.
 - ii) Developer is to provide a minimum three quarter inch (3/4") water service to the vault from the main dosing site.
 - iii) Developer is to provide a minimum four inch (4") sewer service/ sleeve from the dosing site to the vault.
- 26) The Developer shall be required to provide seven (7) sewer flushing unit water and sewer services in tract areas, along with three Eclipse flushing units. Three (3) of the seven (7) flushing unit locations will remain as permanent flushing locations for the sewer collection system when all phases of the development have been completed per the CF Flushing Units Locations map, the other four will be properly abandoned.

- A) Water services are to be minimum two inch (2") in size, developer to provide three water meter assemblies only, exclusive of impact fees.
 - B) Sewer service is to be minimum six inch (6") in size
- 27) The Developer shall provide a copy of sewer as-builts to Sunrise Engineering after completion of project for the purpose of maintaining an up to date Waste Water Master Plan and sewer collection system modeling.
 - 28) The sewer collection system tie in on Ocotillo Road shall be in the twenty four inch (24") main line, or the transition to the twenty four inch (24") main line.
 - 29) All sewer collection system tie-ins shall either be done using new manhole construction, or by core drilling existing manholes. No jack hammering of manholes will be permitted.
 - 30) The developer shall be required to adhere to all provisions indicated in an approved phasing plan.
 - 31) The Diversion Channel along the Eastern project boundary shall be constructed during the first phase of the project.
 - 32) SRP Power – The applicant shall contact SRP for specific requirements that they may have in addition to the Town requirements. The Town requires all poles less than 69kV to be relocated underground. SRP may require easements outside of Public Right-of-Way.
 - 33) The Abel Moody 230 kV Transmission Line has a proposed Signal Butte Road alignment within the vicinity of the Church Farm Project. The applicant shall coordinate all requirements and necessary easements for the Abel-Moody 230 kV Transmission Project with SRP.
 - 34) The Developer shall be responsible for the dedication of Right-of-Way (ROW) for all adjacent offsite improvements as outlined below:
 - C) 50 feet ROW (half street) on Signal Butte Road between Ocotillo Road and the most northerly residential street shall be dedicated to the Town of Queen Creek.
 - D) 40 feet ROW (half street) on Signal Butte Road between the most northerly residential street and the southern limits of the project shall be dedicated to the Town of Queen Creek.
 - E) 55 feet ROW (half street) on Ocotillo Road for the entire frontage of the property shall be dedicated to the Town of Queen Creek.

- F) 140 feet ROW (full street) on Meridian Road for the entire frontage of the property shall be dedicated to the Town of Queen Creek, with the exception of the right-of way at the north end of the project adjacent to the LDS Church, where 70 feet ROW (half street) shall be dedicated to the Town of Queen Creek.
- 35) The Developer shall be responsible for design and construction of all adjacent offsite improvements as outlined below:
- A) Full half street improvements per the Town's Detail No. R-103 including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, and drainage facilities shall be designed and constructed for Signal Butte Road for all portions of the ROW adjacent to the property frontage between Ocotillo Road and the east-west collector street. Road improvements shall be to the section line of the improved road and shall include removal and replacement of any existing asphalt to the section line.
- B) Full half street improvements per the Town's Detail No. R-105 including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, and drainage facilities shall be designed and constructed for Signal Butte Road for all portions of the ROW adjacent to the property frontage between the east-west collector street and the most southerly residential street. Road improvements shall be to the section line of the improved road and shall include removal and replacement of any existing asphalt to the section line. Improvements shall also include any required roadway tapers located south of the east-west collector street as required by the Town. The remaining ROW south of the most southerly residential street shall be landscaped with decomposed granite, shrubs and ground cover.
- C) Full half street improvements per the Town's Major Arterial Detail No. R-102 including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, and drainage facilities shall be designed and constructed for Ocotillo Road for all portions of the ROW adjacent to the property frontage. Road improvements shall be to the section line of the improved road and shall include removal and replacement of any existing asphalt to the section line. Improvements shall also include any required roadway tapers as required by the Town.
- D) Full width street improvements per the Town's Principal Arterial Detail No. R-101 including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, and drainage facilities shall be designed and constructed for Meridian Road for all portions of the ROW adjacent to the property frontage from the most southerly property lines of Parcels H and M extended to the south property line of the LDS Church. Improvements shall also include any required roadway tapers as required by the Town.

- E) Full half street improvements per the Town's Principal Arterial Detail No. R-101 including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, and drainage facilities shall be designed and constructed for Meridian Road for all portions of the ROW adjacent to the property frontage from the south property line of the LDS Church to Lenora Way. Improvements shall also include any required roadway tapers as required by the Town.
 - F) On Meridian Road, a painted left turn lane shall be provided for northbound traffic approaching Ocotillo Road. The existing Meridian Road pavement between Lenora Way and Ocotillo Road shall be increased in width to 3 lanes (northbound, southbound and shared left turn) without curb and gutter. The existing Meridian Road pavement shall be overlaid with asphalt to achieve a Major Collector pavement structural section as approved by the Town.
 - G) A raised median and sufficient width for dual left turn lanes shall be provided for northbound traffic on Signal Butte Road approaching Ocotillo Road. Signal Butte Rd north of Ocotillo Rd shall be widened to a width sufficient to accommodate all required travel lanes and provide for a smooth transition for traffic. Any necessary ROW to accomplish these required improvements shall be obtained by the developer at Fair Market Value. If developer is unable to acquire the ROW, the Town shall use the power of eminent domain, at developer's expense, to acquire the ROW.
 - H) On Ocotillo Road, two eastbound travel lanes and a raised median are to be designed and constructed between Signal Butte Road and the north-south collector street east of Signal Butte Road – pavement markings will provide a transition to the right turn deceleration lane. The developer shall provide a cash-in-lieu payment for the median (curb & gutter and landscaping) adjacent to Parcel CO2.
 - I) A painted left turn lane and a right turn lane shall be provided for eastbound traffic on Ocotillo Road approaching Meridian Road. A painted left turn lane shall be provided for westbound traffic on Ocotillo Road approaching Meridian Road. Ocotillo Road ROW to accommodate the Ocotillo Road improvements west of Meridian Road shall be obtained by the developer at Fair Market Value. If developer is unable to acquire the ROW, the Town shall use the power of eminent domain, at developer's expense, to acquire the ROW. This stipulation may be administratively modified by the Town Engineer in the event an IGA is formed covering all or part of these improvements.
- 36) The developer shall be responsible for providing traffic signals at the locations outlined below:
- A) The existing signal poles on the southeast and northeast corners of the intersection of Ocotillo Road and Signal Butte Road shall be relocated and

modified as required with this project per the approved phasing plan. Specific items including pole location will be determined during the construction plan review phase.

- B) Provide (\$225,000) cost share (cash-in-lieu) for the traffic signal at the intersection of Ocotillo Road and the collector road located ¼ mile east of Signal Butte Road.
 - C) The developer shall design and construct per Town standards the traffic signal at the intersection of Ocotillo Road and Meridian Road. This stipulation may be administratively modified by the Town Engineer in the event an IGA is formed covering all or part of these improvements.
 - D) Provide (\$300,000) cost share (cash-in-lieu) for the traffic signal at the intersection of Meridian Road and Church Farm East-West Collector in accordance with the approved phasing plan.
 - E) Provide (\$300,000) cost share (cash-in-lieu) for the traffic signal at the intersection of Meridian Road and Church Farm South Collector in accordance with the approved phasing plan.
- 37) All cash-in-lieu payments made by the developer shall be deposited with the Town prior to recordation of the associated Final Plat or Map of Dedication and in accordance with Town Standards.
 - 38) Construction assurance shall be required for all onsite and offsite improvements and shall be provided in the form of a bond, irrevocable letter of credit (IRLOC), or cash. The construction assurance is required to be approved by the Town Attorney. Construction assurances shall be provided in accordance with the form and timing as described in Section 7 of the Town's Subdivision Ordinance.
 - 39) The developer shall submit an Engineers Cost Estimate for all onsite public improvements, offsite public improvements, Queen Creek Wash improvements, Queen Creek Trail improvements, and Queen Creek Trail Node improvements. All Engineers Cost Estimates are required to be submitted to the Town during the applicable Final Plat or Map of Dedication review phase of the project.
 - 40) Lenora Way, east of Meridian Road, shall be Platted as a Tract with the designation of a Roadway, Water, Sewer, and Landscape Easement. This portion of Lenora way will be platted with Parcel J.
 - 41) All traffic calming devices for the Church Farm East-West Collector and South Collector shall be approved by the Town and shall be constructed in accordance with the approved phasing plan.

- 42) A portion of this project lies within the FEMA Special Flood Hazard Area. A CLOMR and LOMR will be required from FEMA with the concurrence of both Maricopa County and Pinal County Flood Control Districts. Submit copies of all reports, documentations and approvals to the Town of Queen Creek. The CLOMR must be issued prior to recordation of the affected Final Plats. Timing of Final Plat recordation is dependent on the conditions in the CLOMR.
- 43) The developer shall be responsible for Queen Creek Wash improvements and dedication as outlined below:
- A) The Developer shall be required to provide slope protection for the north side of Queen Creek Wash within the project boundary limits per the Church Farm Queen Creek Wash Evaluation by Atwell, LLC, dated September 2011.
 - B) The Queen Creek Wash within the top of bank limits shall be platted as a tract during the first phase of the project. The Wash improvements shall be constructed concurrently with the improvements of the first Parcel within Phase 6. Dedication of the Wash to the Town of Queen Creek shall occur after the Town's acceptance of the Wash improvements.
 - C) The Queen Creek Trail shall be platted as a minimum 50 foot wide tract outside the top of bank limits during the first phase of the project. The Trail improvements shall be constructed concurrently with the improvements of the first Parcel within Phase 6. Dedication of the Trail to the Town of Queen Creek shall occur after the Town's acceptance of the Trail improvements.
 - D) The Queen Creek Trail Node shall be platted as a tract during the first phase of the project. The Trail Node improvements shall be constructed concurrently with the improvements of the first Parcel within Phase 6. Dedication of the Trail Node to the Town of Queen Creek shall occur after the Town's acceptance of the Trail Node improvements.
- 44) All construction documents submitted to the Town for review during the final plat review phase shall be in accordance with Town Ordinances, Town checklists, Town design standards & guidelines, and requirements, except as superseded by these conditions of approval.
- 45) The developer shall coordinate all specific requirements for any existing easements as it relates to this project.
- 46) The developer shall coordinate and obtain approval from the Queen Creek Irrigation District including any required approvals from the Federal Bureau of Reclamation for any and all work within the existing 50 foot Bureau of Reclamation Easement.
- 47) All ingress/egress easements that are in conflict with the development shall be abandoned prior to recordation of the affected Final Plat.

- 48) All utility and irrigation conflicts shall be resolved prior to recordation of the affected Final Plat including any relocations, removals, or easement abandonment.
- 49) The developer shall install a native surface trail on the south side of Lenora Way from Meridian to the trail connections on the eastern edge of the property.
- 50) Residential roadways shall not exceed 900 feet without including traffic calming measures as recommended by Town staff.

ATTACHMENTS

1. Location Map
2. Ordinance 510-12
3. Narrative
4. Preliminary Plat
5. Zoning Map
6. Landscape Plan
7. Public Comments (if any)

ORDINANCE 510-12

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING AS PUBLIC RECORDS THAT CERTAIN DOCUMENTS TITLED "CHURCH FARM LEGAL DESCRIPTION", ATTACHED HERETO AS EXHIBIT "A", AND "CHURCH FARM ZONING EXHIBIT" ATTACHED HERETO AS EXHIBIT "B" AND ADOPTING EXHIBITS "A" AND "B", THEREBY AMENDING THE OFFICIAL ZONING DISTRICT MAP FOR THE TOWN OF QUEEN CREEK, ARIZONA, PURSUANT TO ARTICLE 3, SECTION 3.4 OF THE ZONING ORDINANCE FOR THE TOWN OF QUEEN CREEK TO CHANGE THE ZONING DISTRICT CLASSIFICATION FOR APPROXIMATELY 879 ACRES LOCATED AT THE SOUTHEAST CORNER OF OCOTILLO ROAD AND SIGNAL BUTTE ROAD FROM R1-43 TO A PLANNED AREA DEVELOPMENT OVERLAY (PAD) WITH UNDERLYING ZONING OF PQ/P, C-2, R/C, R1-9, R1-7, R1-5 and R1-4 IN CASE NO. RZ 11-038 (CHURCH FARM).

WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

WHEREAS, Article 3, **ZONING PROCEDURES**, Section 3.4 **ZONING AMENDMENT**, establishes the authority and procedures for amending the Zoning Ordinance; and

WHEREAS, the development proposed is consistent and shall be developed in accordance with Article 4, Section 4.10 **PLANNED AREA DEVELOPMENTS**; and,

WHEREAS, Article 4, **ZONING**, Section 4.2 **Zoning District Maps**, establishes the Zoning District Maps and states that the Zoning District Maps, along with all the notations, references, and other information shown thereon, are a part of this Ordinance and have the same force and effect as if said maps and all the notations, references, and other information shown thereon were all fully set forth or described in the zoning ordinance text; and,

WHEREAS, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on March 14, 2012; and

WHEREAS, the Planning and Zoning Commission voted 6-0 in favor of this text amendment case;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

- Section 1. The document attached hereto as Exhibit "A," titled Church Farm Legal Description and Exhibit "B", titled Church Farm Zoning Exhibit are hereby declared to be public records;
- Section 2. Three (3) copies of Exhibit "A and B" are ordered to remain on file with the Town Clerk;
- Section 3. The document titled "Church Farm Zoning Exhibit," which has been made a public record, is hereby referred to, adopted, and made a part of Queen Creek Zoning Map as set forth in "Exhibit B";
- Section 4. If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Queen Creek Zoning Map is for any reason held invalid or unconstitutional by the decision of any court or 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 Queen Creek, Maricopa County, this 18th day of April, 2012.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Mariscal, Weeks, McIntyre &
Friedlander, PA, Attorneys for the
Town

EXHIBIT A
CHURCH FARM
LEGAL DESCRIPTION

MARICOPA COUNTY --

PARCEL NO. 1:

THAT PORTION OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP IN HANDHOLE MARKING THE NORTHWEST CORNER OF SAID SECTION 24, FROM WHICH A BRASS CAP IN HANDHOLE MARKING THE NORTH QUARTER CORNER OF SAID SECTION 24 BEARS SOUTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, A DISTANCE OF 2622.36 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 1907.05 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 55.00 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2009-0013150, MARICOPA COUNTY RECORDS;

THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2009-0013149, MARICOPA COUNTY RECORDS;

THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 673.56 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 61.72 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2009-0013153, MARICOPA COUNTY RECORDS;

THENCE NORTH 89 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 330.01 FEET;

THENCE SOUTH 00 DEGREES 35 MINUTES 44 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 121.17 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2009-0013151, MARICOPA COUNTY RECORDS;

THENCE NORTH 89 DEGREES 45 MINUTES 05 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 317.81 FEET TO THE WEST LINE OF "CHURCH FARM ACRES" ACCORDING TO BOOK 924, PAGE 29, MARICOPA COUNTY RECORDS;

THENCE SOUTH 00 DEGREES 27 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SAID "CHURCH FARM ACRES", A DISTANCE OF 732.05 FEET (MEASURED) 738.13 FEET (RECORD) TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 65.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE AND SAID WEST LINE, THROUGH A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 15 SECONDS, AN ARC LENGTH OF 36.53 FEET TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 24, SAID POINT BEING SOUTH 00 DEGREES 27 MINUTES 02 SECONDS EAST, A DISTANCE OF 1623.88 FEET (MEASURED) 1629.98 FEET (RECORD) FROM A BRASS CAP IN HANDHOLE MARKING THE NORTH QUARTER CORNER OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 27 MINUTES 02 SECONDS EAST ALONG SAID WEST LINE AND SAID MID-SECTION LINE, A DISTANCE OF 280.10 FEET TO THE SOUTHWEST CORNER OF SAID "CHURCH FARM ACRES";

THENCE NORTH 89 DEGREES 49 MINUTES 32 SECONDS EAST ALONG THE SOUTH LINE OF SAID "CHURCH FARM ACRES", A DISTANCE OF 1256.11 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID "CHURCH FARM ACRES", A DISTANCE OF 550.00;

THENCE SOUTH 89 DEGREES 49 MINUTES 32 SECONDS WEST ALONG THE NORTH LINE OF SAID "CHURCH FARM ACRES", A DISTANCE OF 1218.76 FEET;

THENCE NORTH 00 DEGREES 27 MINUTES 02 SECONDS WEST ALONG THE WESTERLY-MOST EAST LINE OF SAID "CHURCH FARM ACRES", A DISTANCE OF 47.00 FEET (MEASURED) 50.00 FEET (RECORD) TO THE WESTERLY-MOST NORTHEAST CORNER OF SAID "CHURCH FARM ACRES", SAID CORNER ALSO BEING A POINT IN THE SOUTH LINE OF "COUNTRY MINI-FARMS, UNIT 2" ACCORDING TO BOOK 163, PAGE 36, MARICOPA COUNTY RECORDS;

THENCE NORTH 89 DEGREES 45 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF SAID "COUNTRY MINI-FARMS, UNIT 2", A DISTANCE OF 2512.58 FEET TO THE EASTERLY-MOST NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2009-0013154, MARICOPA COUNTY RECORDS;

THENCE SOUTH 00 DEGREES 32 MINUTES 35 SECONDS EAST ALONG THE EASTERLY-MOST WEST LINE OF SAID PARCEL, A DISTANCE OF 49.91 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 32 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 408.01 FEET;

THENCE SOUTH 00 DEGREES 32 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 500.01 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 32 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 478.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, AND TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING SOUTH 00 DEGREES 32 MINUTES 35 SECONDS EAST, A DISTANCE OF 1857.71 FEET FROM A BRASS CAP IN HANDHOLE MARKING THE NORTHEAST CORNER OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 32 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 757.70 FEET TO A REBAR MARKING THE EAST QUARTER CORNER OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 32 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1025.02 FEET TO AN IRON PIPE MARKING THE NORTHEAST CORNER OF THE SOUTH 165.00 FEET OF THE NORTH 1190.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 24;

THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF SOUTH 165.00 FEET OF THE NORTH 1190.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 24, A DISTANCE OF 2626.35 FEET TO A REBAR ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 24;

THENCE CONTINUING SOUTH 89 DEGREES 46 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 2626.21 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 AND TO A REBAR MARKING THE NORTHWEST CORNER OF THE SOUTH 165.00 FEET OF THE NORTH 1190.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 24;

THENCE NORTH 00 DEGREES 23 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 1025.00 FEET TO AN ALUMINUM CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE NORTH 00 DEGREES 23 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2625.99 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

LOCATED IN THE SOUTH HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE MARKING THE NORTHWEST CORNER OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 23 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2625.99 FEET TO AN ALUMINUM CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 23 MINUTES 36 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 1025.00 FEET TO A REBAR MARKING THE NORTHWEST CORNER OF THE SOUTH 165.00 FEET OF THE NORTH 1190.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 24, TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 46 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 165.00 FEET OF THE NORTH 1190.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 24, A DISTANCE OF 2626.21 FEET TO A REBAR ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 24;

THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 2626.35 FEET TO THE EAST LINE OF THE SOUTHEAST

QUARTER OF SAID SECTION 24 AND TO AN IRON PIPE MARKING THE NORTHEAST CORNER OF THE SOUTH 165.00 FEET OF THE NORTH 1190.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 32 MINUTES 34 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 165.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 165.00 FEET OF THE NORTH 1190.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 24;

THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTH 165.00 FEET OF THE NORTH 1190.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 24, A DISTANCE OF 5252.99 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 AND TO THE SOUTHWEST CORNER OF THE SOUTH 165.00 FEET OF THE NORTH 1190.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 24;

THENCE NORTH 00 DEGREES 23 MINUTES 36 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED IN PATENT FROM THE STATE OF ARIZONA IN DOCKET 670, PAGE 373, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3:

LOCATED IN THE SOUTH HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE MARKING THE NORTHWEST CORNER OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 23 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2625.99 FEET TO AN ALUMINUM CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 23 MINUTES 36 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 1190.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 46 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTH 165.00 FEET OF THE NORTH 1190.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 24, A DISTANCE OF 5252.99 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 32 MINUTES 34 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 1426.20 FEET TO AN ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 24;

THENCE SOUTH 89 DEGREES 39 MINUTES 44 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 2628.89 FEET TO AN ALUMINUM CAP MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 24;

THENCE SOUTH 89 DEGREES 40 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2094.05 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD ACCORDING TO THE "SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT-OF-WAY AND TRACK MAP" (CHRISTMAS BRANCH);

THENCE NORTH 53 DEGREES 36 MINUTES 33 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 666.44 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SAID POINT BEING NORTH 00 DEGREES 23 MINUTES 36 SECONDS WEST, A DISTANCE OF 398.49 FEET FROM AN ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 24;

THENCE NORTH 00 DEGREES 23 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 1037.67 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM, OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION AND FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 4:

LOCATED IN THE NORTH HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 25 FROM WHICH AN ALUMINUM CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 25 BEARS NORTH 89 DEGREES 40 MINUTES 06 SECONDS EAST, A DISTANCE OF 2627.80 FEET;

*THENCE NORTH 89 DEGREES 40 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 533.75 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD ACCORDING TO THE "SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT-OF-WAY AND TRACK MAP" (CHRISTMAS BRANCH), SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 40 MINUTES 06 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 2094.05 FEET TO AN ALUMINUM CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 89 DEGREES 39 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2628.89 FEET TO AN ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 25;

THENCE SOUTH 00 DEGREES 31 MINUTES 18 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1310.25 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 39 MINUTES 07 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 25, A DISTANCE OF 2630.42 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 59 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 630.08 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AND ON A SPIRAL CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 3919.83 FEET AND A CHORD BEARING OF NORTH 39 DEGREES 56 MINUTES 24 SECONDS WEST, A DISTANCE OF 377.18 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 30 MINUTES 55 SECONDS AND AN ARC LENGTH OF 377.22 FEET TO THE

BEGINNING OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 3919.83 FEET AND A CHORD BEARING OF NORTH 46 DEGREES 18 MINUTES 30 SECONDS WEST, A DISTANCE OF 618.31 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 02 MINUTES 50 SECONDS AND AN ARC LENGTH OF 618.96 FEET TO THE BEGINNING OF A SPIRAL CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 3919.83 FEET AND A CHORD BEARING OF NORTH 52 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 379.96 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 33 MINUTES 22 SECONDS AND AN ARC LENGTH OF 380.00 FEET;
THENCE NORTH 53 DEGREES 36 MINUTES 33 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 599.94 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5:

AN EASEMENT FOR POTABLE WATER UTILITY PIPELINES, PIPES AND APPURTENANT FACILITIES, AS CREATED IN PRIVATE POTABLE WATER CONSTRUCTION, MAINTENANCE AND ACCESS EASEMENT AGREEMENT RECORDED IN RECORDING NO. 97-0202962, RECORDS OF MARICOPA COUNTY, ARIZONA, OVER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 42 MINUTES 41 SECONDS WEST (NORTH 89 DEGREES 42 MINUTES 28 SECONDS WEST, RECORD) ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, ALSO BEING THE SOUTHERLY LINE OF COUNTRY MINI-FARMS UNIT TWO, ACCORDING TO BOOK 163 OF MAPS, PAGE 36, RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 00 MINUTES 41 SECONDS EAST (SOUTH, RECORD) BEING PARALLEL WITH AND 22.00 FEET WESTERLY OF THE EASTERLY LINE OF SECTION 24, A DISTANCE OF 1307.69 FEET TO A POINT ON THE EAST-WEST MIDSECTION LINE OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 00 MINUTES 18 SECONDS EAST, BEING PARALLEL WITH AND 22.00 FEET WESTERLY OF SAID EASTERLY LINE OF SECTION 24, A DISTANCE OF 1025.02 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS WEST, BEING PARALLEL WITH AND 1025.00 FEET SOUTHERLY OF THE EAST-WEST MIDSECTION LINE, A DISTANCE OF 10.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS WEST, BEING PARALLEL WITH AND 32.00 FEET WESTERLY OF SAID EASTERLY LINE OF SECTION 24, A DISTANCE OF 1025.02 FEET
TO A POINT OF SAID EAST-WEST MIDSECTION LINE;

THENCE NORTH 00 DEGREES 00 MINUTES 41 SECONDS WEST, BEING PARALLEL WITH AND 32.00 FEET WESTERLY OF SAID EASTERLY LINE OF SECTION 24, A DISTANCE OF 1307.68

FEET TO A POINT ON SAID NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 24;

THENCE SOUTH 89 DEGREES 42 MINUTES 41 SECONDS EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

PINAL COUNTY –

PARCEL NO. 1:

ALL OF LOTS 4 AND 5, AND THE NORTH HALF OF LOTS 8 AND 9, SECTION 19, TOWNSHIP 2 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; EXCEPT ALL MINERALS, OIL, GAS AND CHEMICAL ELEMENTS AS RESERVED IN FEE NO. 2006-031016, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 2:

THE SOUTH HALF OF LOTS 8 AND 9, AND ALL OF LOTS 10 AND 11, SECTION 19, TOWNSHIP 2 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA.

PARCEL NO. 3:

LOTS 2 AND 3, SECTION 30, TOWNSHIP 2 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA.

Conditions of Approval

- 1) This project shall be developed in accordance with the plans attached to this case and all the provisions of the zoning ordinance applicable to this case.
- 2) The Rezoning approved in case number RZ11-038 is effective upon signature by the property owner of the Prop 207 waiver and filing of the waiver with the Town of Queen Creek Planning Division. Failure to sign and return the waiver to the Planning Division within 5 working days of the date of approval shall render this conditional approval null and void.
- 3) The Developer shall create a Home Owners Association (HOA) for the maintenance of all landscaping within all arterial, collector and local right-of-ways adjacent to HOA residential lots and/or HOA owned tracts and all HOA owned open spaces, parks and/or tracts as shown on the plat or map of dedication. A Property Owners Association (POA) or the adjacent property owner shall maintain all landscaping within all arterial, collector, and local right-of-ways adjacent to commercial, school, or other parcels of land.
- 4) The Home Owners Association shall be responsible for maintaining the storm water retention basins to drain within 36 hours. Failure of any drainage basin to drain within 36 hours shall require the HOA to design and implement a Town-approved solution, which may include installing dry wells, at the expense of the HOA.
- 5) Applicant shall provide any additional lighting details, per ordinance requirements, prior to installation. Light fixtures shall be architecturally compatible with other facilities on the site.
- 6) Two-story homes along Meridian Road and the Queen Creek Wash shall be prohibited.
- 7) All signs shall be subject to separate permit and review by staff prior to issuance of any building permits for this project.
- 8) The Parcels zoned as C-2 General Commercial, shall require approval of site plan, architecture, comprehensive sign plan, and landscaping plan through the Planning Commission and Town Council and shall adhere to all standards of the Town of Queen Creek at the time of the submittal. Architecture, sign plan and landscaping shall be complimentary of the approved plans for Church Farm.

- 9) Notice and Construction Requirements for all Residential Developments. Developer shall place a note on the final plat, State Real Estate Department Report, and CC&Rs for the project regarding each of the items listed below, and also shall require the builder(s) at their model home complexes to provide notice to prospective buyers in the form of a 4'x3' sign at the entrance to each sales office of the items listed below:
- A) Phoenix Mesa Gateway Airport. "This site is near Phoenix Mesa Gateway Airport. Due to its proximity to Phoenix Mesa Gateway Airport, the site is likely to experience aircraft over flights, which could generate noise levels that may be of concern to some individuals. The mix of aircraft consists of cargo, commercial, charter, corporate, general aviation and military aircraft."
 - B) Southern Pacific Rail Line. A note shall be placed on the Final Plat for this project that indicates that this is an operating rail line. Further, for all properties within 300 feet of the rail line, builder shall use generally accepted noise/sound attenuation measures for construction of the buildings.
 - C) Agricultural and Crop-Dusting Activities. "This site is near areas subject to crop dusting operations. General agricultural operations also exist in the area and this site may be subject to noise, dust and possibly odors normally associated with agricultural operations. Additionally, this site is located in an area where there are aircraft operations associated with agriculture."
 - D) School Activities. "This site is near the Queen Creek High School in addition to having a future elementary school within its subdivision boundaries. Noise, lights and parking issues may exist at these locations and in the surrounding areas."
 - E) Commercial Activities. "Parcel A and B are in close proximity to future commercial development, and may experience noise from deliveries, traffic, lights and parking issues related to the operation of these commercial properties."
- 10) Developer shall provide notice by way of CC&R, separate notice/flyer/information booklet and plats to future residents that the project is located within the "Phoenix Mesa Gateway Airport Over-flight Area II" as defined by the Williams Regional Planning Study (WRPS) and as adopted by Queen Creek Council Resolution No. 115-96. Per Ordinance 292-04, Airport Over-flight Area II requires the following:
- A) Public Disclosure of Potential Noise Impacts – Constructive knowledge of potential aircraft noise impacts should be made to future purchasers, mortgagees, renters, occupiers and users of the property.

- B) Notification on all Plats and Titles. It should be noted on the plat and the Title Report that there is a potential for objectionable aircraft noise. The plat and title shall note the following: "These properties, due to their proximity to Phoenix Mesa Gateway Airport, are likely to experience aircraft over flights, which could generate noise levels which may be of concern to some individuals."
- C) An avigation easement shall be recorded over this entire property and duly noted on all plats, public reports and notices of title.
- 11) All residential parcels shall be developed in accordance with the exhibits, phasing plans and plans attached to this case, such that the total number of dwelling units and densities per parcel shall not be exceeded. At the request of the applicant, the attached phasing plan may be modified and re-approved administratively by the Town Engineer, subject to payment of the Town's adopted plan review fees. The total number of units shall not exceed 2,310.
- 12) All R1-9 and R1-7 zoned residential units shall be designed and developed in accordance with the Residential Design Standards as adopted in the Zoning Ordinance. Each product line must be submitted and approved by Town Council, through the Design Review Process, prior to issuance of building permits for said units.
- 13) All R1-4 and R1-5 zoned residential units shall be designed and developed in accordance with the R1-7 and R1-9 Residential Design Standards in the Zoning Ordinance, with the exception of;
- A) Maximum percentage of the garage face (including the 2 foot side returns) shall be no wider than 45% of the width of the home.
- B) Covered rear patios shall have a minimum of 120 square feet. Covered Patio and Porch square footage shall be a combined minimum of 180 square feet.
- 14) No roof mechanical or HVAC equipment shall be visible from any surrounding properties or the adjacent street per code. No wall mounted equipment shall be visible from a public street or adjacent residential zone.
- 15) Gutters, downspouts and similar items shall be painted to match or complement the color of the building.
- 16) Tot lots shall utilize creatively design shade structures. Details to be resolved with the final landscape plan process.
- 17) Landscaping underneath the SRP Abel-Moody Corridor shall be approved by SRP and the Town.

- 18) All Designated Open Spaces, Trails, Buffers/Transition Areas, and non-buildable tracts, such as all active and passive parks, major/minor trails shall be designated Open Space Recreation Conservation (RC).
- 19) The developer shall submit a clearance letter regarding archeological and cultural resources from the State Historic Preservation Office (SHPO) prior to each final plat approval.
- 20) Developer by way of a survey of the site, shall determine the presence of any protected species of animals, such as but not limited to, Burrowing Owls and Desert Tortoise, and if discovered shall be mitigated appropriately. No permits shall be issued until a letter of clearance by US Fish and Wildlife or an appropriate designee on their behalf has been received.
- 21) Gravel used in landscaping beds shall be 5/8" screened and shall be Madison or Walker Gold, or an approved equivalent in color. Trails shall be 1/4" minus in size. Trail standards for depth shall comply with Town of Queen Creek standards at time of construction.
- 22) All native plants as identified in Zoning Ordinance 5.3 shall be preserved or relocated onsite as indicated in that section.
- 23) The underlying zoning for the project shall consist of the following:

| Parcel | Gross Acreage (+/-) | Zoning |
|------------|---------------------|--------------------------------------|
| A | 62.77 ac | (PAD) R1-4 Single Family Residential |
| B | 45.21 ac | (PAD) R1-5 Single Family Residential |
| C | 55.10 ac | (PAD) R1-7 Single Family Residential |
| D | 56.51 ac | (PAD) R1-9 Single Family Residential |
| E | 125.99 ac | (PAD) R1-4 Single Family Residential |
| F | 87.16 ac | (PAD) R1-4 Single Family Residential |
| G | 85.69 ac | (PAD) R1-5 Single Family Residential |
| H | 54.12 ac | (PAD) R1-9 Single Family Residential |
| I | 28.13 ac | R/C Recreation / Conservation |
| J | 49.55 ac | (PAD) R1-9 Single Family Residential |
| K | 109.43 ac | (PAD) R1-7 Single Family Residential |
| L | 26.04 ac | (PAD) R1-5 Single Family Residential |
| M | 39.89 ac | (PAD) R1-9 Single Family Residential |
| N | 19.13 ac | R/C Recreation / Conservation |
| SD | 14.09 ac | P/QP Public / Quasi-Public |
| CO1 | 14.16 ac | C-2 General Commercial |
| CO2 | 5.75 ac | C-2 General Commercial |
| Site Total | 878.72 ac | |

A) Parcel areas are zoned areas and final plat physical limits may vary from Parcel to Parcel.

- 24) This project shall be developed only in the conformance Zoning Ordinance standards with the following modifications listed below.

R1-9 Zoning District Standards: Parcels D, H, J and M

| Development Standard | Approved R1-9 Minimum Standard |
|-----------------------------|---|
| Lot Dimensions | 90'x140'* |
| Front Setback | 20' Front Facing Garage, 15' Side Entry Garage / Covered Porch |
| Rear Setback | 25' Livable, 20' Covered Patio |
| Side Yard Setback | 5' minimum, 15' total side yard setbacks, 10' minimum between structures. |
| Minimum Lot Size | 12,600 sq.ft. |
| Max. Lot Coverage | 40%** |
| Max Lot Depth | None |
| Max Lot Width | None |

*Except to accommodate cul-de-sacs, knuckles, and other street designs that encroach into the typical lot depth.

** 5% increase if front porch meets qualifying front porch standards as outlined in the Zoning Ordinance.

R1-7 Zoning District Standards: Parcels C and K

| Development Standard | Approved R1-7 Minimum Standard |
|-----------------------------|--|
| Lot Dimensions | 70'x120'* |
| Front Setback | 20' Front Facing Garage, 15-foot setback to living area, covered porch or side entry garage. |
| Rear Setback | 25' Livable, 20' Covered Patio |
| Side Yard Setback | 5' Minimum, 15' total side setbacks, 10' minimum between structures |
| Minimum Lot Size | 8,400 sq.ft. |
| Max. Lot Coverage | 40%** |
| Max Lot Depth | None |

| | |
|---------------|------|
| Max Lot Width | None |
|---------------|------|

*Except to accommodate cul-de-sacs, knuckles, and other street designs that encroach into the typical lot depth.

** 5% increase if front porch meets qualifying front porch standards as outlined in the Zoning Ordinance.

R1-5 Zoning District Standards: Parcels B, G and L

| Development Standard | Approved R1-5 Minimum Standard |
|----------------------|---|
| Lot Dimensions | 60'x115'* |
| Front Setback | 20' Front Facing Garage, 15' Side Entry Garage, 10' Covered Porch |
| Rear Setback | 20' Livable, 15' Covered Patio |
| Side Yard Setback | 5' |
| Minimum Lot Size | 6,900 sq.ft. |
| Max. Lot Coverage | 55% One Story 50% Two Story |
| Max Lot Depth | None |
| Max Lot Width | None |

* Except to accommodate cul-de-sacs, knuckles, and other street designs that encroach into the typical lot depth.

R1-4 Zoning District Standards: Parcels A, E, and F

| Development Standard | Approved R1-4 Minimum Standard |
|----------------------|---|
| Lot Dimensions | 55'x100'* |
| Front Setback | 20' Front Facing Garage, 15' Side Entry Garage, 10' Covered Porch |
| Rear Setback | 15' Livable, 10' Covered Patio |
| Side Yard Setback | 5' |
| Minimum Lot Size | 5,500 sq.ft. |
| Max. Lot Coverage | 60% One story 50% Two Story |
| Max Lot Depth | None |
| Max Lot Width | None |

*Except to accommodate cul-de-sacs, knuckles, and other street designs that encroach into the typical lot depth.

- 25) The developer shall be required to provide a fifty foot by fifty foot (50' x 50') odor and corrosion control chemical dosing site at Town Multi-Modal Trail Node in Southeast corner of the development as part of Parcel N.
- A) Developer is to provide minimum six foot eight inch (6' 8") high block wall with twenty foot (20') rolling metal gate and external landscaping and driveway.
 - B) Developer is to provide a minimum four inch sewer service from the dosing site to the fifteen inch (15") sewer collection main line on Meridian.
 - C) Developer is to provide a minimum one inch water service to the dosing site.
 - D) Developer is to provide a utility vault on east side of Meridian directly west of the dosing site (size to be determined).
 - i) Developer is to provide a minimum four inch (4") diameter sewer service transmission line/ sleeve with two inch (2") diameter inside line, that is a continuous run of poly with no connectors or joints, from the vault west to a Town standard sixty inch (60") manhole at the eight inch (8") sewer collection main line in Parcel H. The line is to be slurry capped through the developer provided/ dedicated easement through the home-owner's property.
 - ii) Developer is to provide a minimum three quarter inch (3/4") water service to the vault from the main dosing site.
 - iii) Developer is to provide a minimum four inch (4") sewer service/ sleeve from the dosing site to the vault.
- 26) The Developer shall be required to provide seven (7) sewer flushing unit water and sewer services in tract areas, along with three Eclipse flushing units. Three (3) of the seven (7) flushing unit locations will remain as permanent flushing locations for the sewer collection system when all phases of the development have been completed per the CF Flushing Units Locations map, the other four will be properly abandoned.
- A) Water services are to be minimum two inch (2") in size, developer to provide three water meter assemblies only, exclusive of impact fees.
 - B) Sewer service is to be minimum six inch (6") in size
- 27) The Developer shall provide a copy of sewer as-builts to Sunrise Engineering after completion of project for the purpose of maintaining an up to date Waste Water Master Plan and sewer collection system modeling.
- 28) The sewer collection system tie in on Ocotillo Road shall be in the twenty four inch (24") main line, or the transition to the twenty four inch (24") main line.
- 29) All sewer collection system tie-ins shall either be done using new manhole construction, or by core drilling existing manholes. No jack hammering of manholes will be permitted.
- 30) The developer shall be required to adhere to all provisions indicated in an approved phasing plan.

- 31) The Diversion Channel along the Eastern project boundary shall be constructed during the first phase of the project.
- 32) SRP Power – The applicant shall contact SRP for specific requirements that they may have in addition to the Town requirements. The Town requires all poles less than 69kV to be relocated underground. SRP may require easements outside of Public Right-of-Way.
- 33) The Abel Moody 230 kV Transmission Line has a proposed Signal Butte Road alignment within the vicinity of the Church Farm Project. The applicant shall coordinate all requirements and necessary easements for the Abel-Moody 230 kV Transmission Project with SRP.
- 34) The Developer shall be responsible for the dedication of Right-of-Way (ROW) for all adjacent offsite improvements as outlined below:
 - C) 50 feet ROW (half street) on Signal Butte Road between Ocotillo Road and the most northerly residential street shall be dedicated to the Town of Queen Creek.
 - D) 40 feet ROW (half street) on Signal Butte Road between the most northerly residential street and the southern limits of the project shall be dedicated to the Town of Queen Creek.
 - E) 55 feet ROW (half street) on Ocotillo Road for the entire frontage of the property shall be dedicated to the Town of Queen Creek.
 - F) 140 feet ROW (full street) on Meridian Road for the entire frontage of the property shall be dedicated to the Town of Queen Creek, with the exception of the right-of way at the north end of the project adjacent to the LDS Church, where 70 feet ROW (half street) shall be dedicated to the Town of Queen Creek.
- 35) The Developer shall be responsible for design and construction of all adjacent offsite improvements as outlined below:
 - A) Full half street improvements per the Town's Detail No. R-103 including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, and drainage facilities shall be designed and constructed for Signal Butte Road for all portions of the ROW adjacent to the property frontage between Ocotillo Road and the east-west collector street. Road improvements shall be to the section line of the improved road and shall include removal and replacement of any existing asphalt to the section line.
 - B) Full half street improvements per the Town's Detail No. R-105 including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water

and sewer lines, and drainage facilities shall be designed and constructed for Signal Butte Road for all portions of the ROW adjacent to the property frontage between the east-west collector street and the most southerly residential street. Road improvements shall be to the section line of the improved road and shall include removal and replacement of any existing asphalt to the section line. Improvements shall also include any required roadway tapers located south of the east-west collector street as required by the Town. The remaining ROW south of the most southerly residential street shall be landscaped with decomposed granite, shrubs and ground cover.

- C) Full half street improvements per the Town's Major Arterial Detail No. R-102 including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, and drainage facilities shall be designed and constructed for Ocotillo Road for all portions of the ROW adjacent to the property frontage. Road improvements shall be to the section line of the improved road and shall include removal and replacement of any existing asphalt to the section line. Improvements shall also include any required roadway tapers as required by the Town.
- D) Full width street improvements per the Town's Principal Arterial Detail No. R-101 including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, and drainage facilities shall be designed and constructed for Meridian Road for all portions of the ROW adjacent to the property frontage from the most southerly property lines of Parcels H and M extended to the south property line of the LDS Church. Improvements shall also include any required roadway tapers as required by the Town.
- E) Full half street improvements per the Town's Principal Arterial Detail No. R-101 including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, and drainage facilities shall be designed and constructed for Meridian Road for all portions of the ROW adjacent to the property frontage from the south property line of the LDS Church to Lenora Way. Improvements shall also include any required roadway tapers as required by the Town.
- F) On Meridian Road, a painted left turn lane shall be provided for northbound traffic approaching Ocotillo Road. The existing Meridian Road pavement between Lenora Way and Ocotillo Road shall be increased in width to 3 lanes (northbound, southbound and shared left turn) without curb and gutter. The existing Meridian Road pavement shall be overlaid with asphalt to achieve a Major Collector pavement structural section as approved by the Town.

- G) A raised median and sufficient width for dual left turn lanes shall be provided for northbound traffic on Signal Butte Road approaching Ocotillo Road. Signal Butte Rd north of Ocotillo Rd shall be widened to a width sufficient to accommodate all required travel lanes and provide for a smooth transition for traffic. Any necessary ROW to accomplish these required improvements shall be obtained by the developer at Fair Market Value. If developer is unable to acquire the ROW, the Town shall use the power of eminent domain, at developer's expense, to acquire the ROW.
 - H) On Ocotillo Road, two eastbound travel lanes and a raised median are to be designed and constructed between Signal Butte Road and the north-south collector street east of Signal Butte Road – pavement markings will provide a transition to the right turn deceleration lane. The developer shall provide a cash-in-lieu payment for the median (curb & gutter and landscaping) adjacent to Parcel CO2.
 - I) A painted left turn lane and a right turn lane shall be provided for eastbound traffic on Ocotillo Road approaching Meridian Road. A painted left turn lane shall be provided for westbound traffic on Ocotillo Road approaching Meridian Road. Ocotillo Road ROW to accommodate the Ocotillo Road improvements west of Meridian Road shall be obtained by the developer at Fair Market Value. If developer is unable to acquire the ROW, the Town shall use the power of eminent domain, at developer's expense, to acquire the ROW. This stipulation may be administratively modified by the Town Engineer in the event an IGA is formed covering all or part of these improvements.
- 36) The developer shall be responsible for providing traffic signals at the locations outlined below:
- A) The existing signal poles on the southeast and northeast corners of the intersection of Ocotillo Road and Signal Butte Road shall be relocated and modified as required with this project per the approved phasing plan. Specific items including pole location will be determined during the construction plan review phase.
 - B) Provide (\$225,000) cost share (cash-in-lieu) for the traffic signal at the intersection of Ocotillo Road and the collector road located ¼ mile east of Signal Butte Road.
 - C) The developer shall design and construct per Town standards the traffic signal at the intersection of Ocotillo Road and Meridian Road. This stipulation may be administratively modified by the Town Engineer in the event an IGA is formed covering all or part of these improvements.

- D) Provide (\$300,000) cost share (cash-in-lieu) for the traffic signal at the intersection of Meridian Road and Church Farm East-West Collector in accordance with the approved phasing plan.
 - E) Provide (\$300,000) cost share (cash-in-lieu) for the traffic signal at the intersection of Meridian Road and Church Farm South Collector in accordance with the approved phasing plan.
- 37) All cash-in-lieu payments made by the developer shall be deposited with the Town prior to recordation of the associated Final Plat or Map of Dedication and in accordance with Town Standards.
 - 38) Construction assurance shall be required for all onsite and offsite improvements and shall be provided in the form of a bond, irrevocable letter of credit (IRLOC), or cash. The construction assurance is required to be approved by the Town Attorney. Construction assurances shall be provided in accordance with the form and timing as described in Section 7 of the Town's Subdivision Ordinance.
 - 39) The developer shall submit an Engineers Cost Estimate for all onsite public improvements, offsite public improvements, Queen Creek Wash improvements, Queen Creek Trail improvements, and Queen Creek Trail Node improvements. All Engineers Cost Estimates are required to be submitted to the Town during the applicable Final Plat or Map of Dedication review phase of the project.
 - 40) Lenora Way, east of Meridian Road, shall be Platted as a Tract with the designation of a Roadway, Water, Sewer, and Landscape Easement. This portion of Lenora way will be platted with Parcel J.
 - 41) All traffic calming devices for the Church Farm East-West Collector and South Collector shall be approved by the Town and shall be constructed in accordance with the approved phasing plan.
 - 42) A portion of this project lies within the FEMA Special Flood Hazard Area. A CLOMR and LOMR will be required from FEMA with the concurrence of both Maricopa County and Pinal County Flood Control Districts. Submit copies of all reports, documentations and approvals to the Town of Queen Creek. The CLOMR must be issued prior to recordation of the affected Final Plats. Timing of Final Plat recordation is dependent on the conditions in the CLOMR.
 - 43) The developer shall be responsible for Queen Creek Wash improvements and dedication as outlined below:
 - A) The Developer shall be required to provide slope protection for the north side of Queen Creek Wash within the project boundary limits per the Church Farm Queen Creek Wash Evaluation by Atwell, LLC, dated September 2011.

- B) The Queen Creek Wash within the top of bank limits shall be platted as a tract during the first phase of the project. The Wash improvements shall be constructed concurrently with the improvements of the first Parcel within Phase 6. Dedication of the Wash to the Town of Queen Creek shall occur after the Town's acceptance of the Wash improvements.
 - C) The Queen Creek Trail shall be platted as a minimum 50 foot wide tract outside the top of bank limits during the first phase of the project. The Trail improvements shall be constructed concurrently with the improvements of the first Parcel within Phase 6. Dedication of the Trail to the Town of Queen Creek shall occur after the Town's acceptance of the Trail improvements.
 - D) The Queen Creek Trail Node shall be platted as a tract during the first phase of the project. The Trail Node improvements shall be constructed concurrently with the improvements of the first Parcel within Phase 6. Dedication of the Trail Node to the Town of Queen Creek shall occur after the Town's acceptance of the Trail Node improvements.
- 44) All construction documents submitted to the Town for review during the final plat review phase shall be in accordance with Town Ordinances, Town checklists, Town design standards & guidelines, and requirements, except as superseded by these conditions of approval.
 - 45) The developer shall coordinate all specific requirements for any existing easements as it relates to this project.
 - 46) The developer shall coordinate and obtain approval from the Queen Creek Irrigation District including any required approvals from the Federal Bureau of Reclamation for any and all work within the existing 50 foot Bureau of Reclamation Easement.
 - 47) All ingress/egress easements that are in conflict with the development shall be abandoned prior to recordation of the affected Final Plat.
 - 48) All utility and irrigation conflicts shall be resolved prior to recordation of the affected Final Plat including any relocations, removals, or easement abandonment.
 - 49) The developer shall install a native surface trail on the south side of Lenora Way from Meridian to the trail connections on the eastern edge of the property.
 - 50) Residential roadways shall not exceed 900 feet without including traffic calming measures as recommended by Town staff.

Requesting Department:
Town Manager



TO: HONORABLE MAYOR AND TOWN COUNCIL

**FROM: COUNCIL BUDGET COMMITTEE
JOHN KROSS, TOWN MANAGER
PATRICK FLYNN, ASSISTANT TOWN MANAGER/CFO**

**RE: PUBLIC HEARING ON THE PROPOSED TOWN BUDGET
AND PROPERTY TAX LEVY FOR FY12/13; DISCUSSION AND
POSSIBLE ACTION ON RESOLUTION 904-12 FOR ADOPTING
THE FY12/13 TOWN BUDGET**

DATE: May 21, 2012

Council Budget Committee Recommendation:

Approve

Staff Recommendation:

Staff recommends approval of the Town's FY12/13 budget, including the operating budget (all funds) and the FY12/13 Capital Improvement Program.

Proposed Motion:

Motion to approve resolution 904-12 adopting the Town's FY 12/13 Town Budget.

Discussion:

On May 16, 2012, the Town Council approved the Town's FY12/13 tentative budget. The purpose of the tentative budget was to establish the maximum budget or budget ceiling for the next fiscal year. For this council meeting the Council will conduct a public hearing as well as consider final action on the Town budget. In addition, the Council will conduct a hearing on the proposed property tax levy for FY12/13. Final consideration and action on the tax levy will occur at your June 20 council meeting. By state law, seven days must elapse between the adoption of the budget and consideration of the tax levy for the Town. This action will then finalize the budget process for FY12/13.

The Town's budget for FY12/13 amounts to \$59.8 million. This budget includes money for the general fund (\$15.4m), water fund (\$7.6m), sewer fund (\$2.3m), solid waste (\$1.6m), town development funds (\$8.2m), transportation & HURF funds (\$3.5m), special assessment fund (\$3.9m) and emergency services (\$5.8m) fund. The remaining dollars that comprise the Town budget include monies for grants, special districts and the like as well as carry forward dollars (capital monies approved in previous budgets but unspent). These funds and monies require inclusion in the budget in order to get the associated expenditure authority for the next fiscal year.

As you know over the past 5 years, we have had to make some sizable expenditure reductions to the budget in order to live within declining revenue levels. Such reductions required a significant downsizing of operations and elimination of programs and projects to address these declining revenue levels. A year ago we faced a financial gap of \$4.7 million in order to balance the FY11/12 program. For the upcoming fiscal year (12/13) we had to close a \$566,000 financial gap. However after experiencing the major declines in revenue from past years and the associated financial shortfalls, the proposed financial program for next year, although a deficit, almost brought a sense of relief that bottom was here and that we are finally seeing some more positive economic data and news.

In order to close the \$566,000 financial gap indicated above for FY 12/13, we are recommending the following:

| | Est. |
|--|-----------------------------|
| | Revenue/ Savings |
| <ul style="list-style-type: none"> • Modifying our Water Fee Schedule to better align our fees with the market (late fees, construction water fees, establishment fees, hydrant fees) | \$150,000 |
| <ul style="list-style-type: none"> • Retirement Savings from passage of HB2745 (eliminate alternate contribution rate for retired public safety members) | \$40,000 |
| <ul style="list-style-type: none"> • Moving to a "hybrid" approach (combination of Town labor and contracted services) for providing grounds maintenance and fleet service | \$65,000 |
| <ul style="list-style-type: none"> • Using some Unrestricted Fund Balance Revenues (savings from previous years) | \$311,000 |
| | \$566,000 |
| Total Proposed Funding Recommendation to close FY12/13 Financial gap | \$566,000 |

In addition to seeing a smaller financial gap than previous years, we were able to recommend moving forward with some projects including.

- Some proposed land acquisitions for our Trails projects \$250,000
- Town Center Sidewalk program \$200,000
- Traffic-related projects \$735,000
- Queen Creek Wash Improvements (mostly grant funded) \$1,075,000
- Monies for the Emergency Operation Center \$20,000
- Redesigning our Town Website \$50,000

Moreover, we are recommending restoring 1½% of the 6¼ pay reduction that our employees took as part of cost reductions taken 3 years ago, with a plan to restore the remainder of the reduction over the next 2 fiscal years. This move will hopefully help strengthen morale in the organization after years of no pay adjustments. Additionally we have included \$100,000 of contractual service monies in our development services group to address potentially higher housing starts in the community for next fiscal year, monies that will help address turnaround time for projects.

Although we faced a much better budget climate this year following years of budget cutbacks and revenue declines, we still face significant financial challenges as we look ahead. For one, our sales tax base continues to decline. Much of this I am sure is due to the digital world we are in but nonetheless we are seeing declining sales tax revenue. Secondly, real estate values are not projected to recover anytime soon. Given our fixed property tax rate (\$1.95/100 AV), we have experienced an almost \$2 million annual drop in property tax revenue from the revenue levels achieved in FY09/10. Unfortunately real estate values are not expected to recover any time soon. Finally, development fee revenue continues to be at issue, following the legislative changes from a year ago. We have much more stringent requirements tied to receipt of these monies, including potential refunds if a project is not done. We definitely have a “new normal” as we face our financial future. Approval of the Town’s budget is recommended.

Property Tax Levy:

The proposed primary property tax levy for FY12/13 amounts to \$3,780,217, down from \$4,216,000 from a year ago. The property tax rate is maintained at \$1.95 per \$100 of assessed value. With the severe housing downturn, assessed values are down 10% from a year ago. Our long-range projections have our assessed values stabilizing at this point, after an almost 33% decline in the past few years. Our tax levy is earmarked for public safety purposes.

In addition to the primary property tax levy, the Town levies a secondary property tax for all the street lighting districts in the community. We currently have 58 such districts in Town. The Town currently pays the electric bills for each street lighting district and the secondary levy reimburses the Town for these annual expenses. We are awaiting our May billing but our reimbursement amount should be in the \$375,000 range for FY12/13.

For your information because property tax revenues will decrease in FY12/13 from a year ago, truth in taxation requirements that were part of previous budgets are not required with this budget and levy.

Fiscal Impact:

As outlined above in the discussion section, the budget is arguably the single most significant policy document considered by the Council. It serves as the authority to spend Town funds for programs and projects established within Town Council goals and strategic plans. As indicated above, the budget for next year is set at \$59.8 million, including all Town funds.

Attachments:

1. Budget Resolution 904-12
2. Required State Budget Forms – Schedules A to E

RESOLUTION 904-12

Town of Queen Creek

Resolution for the adoption of the budget

Fiscal Year 2012-13

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.) the Town Council did, on May 16, 2012, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to raised by taxation upon real and personal property of the Town of Queen Creek, and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Council met on June 6, 2012, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Town Council would meet on June 20, 2012, at the office of the Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

WHEREAS, it appears that the sums to be raised by taxation, as specified there, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A), therefore be it

RESOLVED, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules as now increased, reduced, or changed, are hereby adopted as the budget of the Town of Queen Creek for the fiscal year 2012/2013.

Passed and adopted by the Mayor and Queen Creek Town Council, this 6th day of June.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Attorneys for the Town
Mariscal, Weeks, McIntyre &
Friedlander, PA

TOWN OF QUEEN CREEK
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2013

| | ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2012 | ACTUAL EXPENDITURES/EXPENSES ** 2012 | FUND BALANCE/ NET ASSETS*** July 1, 2012** | PROPERTY TAX REVENUES 2013 | ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2013 | OTHER FINANCING 2013 | | INTERFUND TRANSFERS 2013 | | TOTAL FINANCIAL RESOURCES AVAILABLE 2013 | BUDGETED EXPENDITURES/EXPENSES 2013 |
|---|--|--------------------------------------|--|--------------------------------|---|----------------------|---------------|--------------------------|---------------|--|-------------------------------------|
| | | | | | | SOURCES | <USES> | IN | <OUT> | | |
| 1. General Fund | \$ 15,462,466 | \$ 13,516,130 | \$ 9,500,000 | Primary & Secondary: 4,204,612 | \$ 19,556,391 | \$ | \$ 1,797,513 | \$ 5,954,779 | \$ 24,899,125 | \$ 15,399,125 | |
| 2. Special Revenue Funds | 15,048,509 | 13,127,841 | 6,000,000 | | 6,757,519 | | 6,654,849 | 563,850 | 23,053,130 | 17,053,130 | |
| 3. Debt Service Funds Available | 3,860,877 | 3,860,877 | | | 1,840,990 | | 2,076,010 | | 3,917,000 | 3,917,000 | |
| 4. Less: Amounts for Future Debt Retirement | | | | | | | | | | | |
| 5. Total Debt Service Funds | 3,860,877 | 3,860,877 | | | 1,840,990 | | 2,076,010 | | 3,917,000 | 3,917,000 | |
| 6. Capital Projects Funds | 14,871,257 | 4,838,265 | 6,500,000 | | 12,226,853 | | 1,796,435 | 2,049,886 | 18,473,402 | 11,973,402 | |
| 7. Permanent Funds | | | | | | | | | | | |
| 8. Enterprise Funds Available | 11,633,725 | 11,633,725 | | | 15,234,209 | | 3,756,292 | | 11,477,917 | 11,477,917 | |
| 9. Less: Amounts for Future Debt Retirement | | | | | | | | | | | |
| 10. Total Enterprise Funds | 11,633,725 | 11,633,725 | 4,300,000 | | 15,234,209 | | 3,756,292 | | 15,777,917 | 11,477,917 | |
| 11. Internal Service Funds | | | | | | | | | | | |
| 12. TOTAL ALL FUNDS | \$ 60,876,834 | \$ 46,976,838 | \$ 26,300,000 | \$ 4,204,612 | \$ 55,615,962 | \$ | \$ 12,324,807 | \$ 12,324,807 | \$ 86,120,574 | \$ 59,820,574 | |

EXPENDITURE LIMITATION COMPARISON

| | 2012 | 2013 |
|--|---------------|---------------|
| 1. Budgeted expenditures/expenses | \$ 60,876,834 | \$ 59,820,574 |
| 2. Add/subtract estimated net reconciling items | | |
| 3. Budgeted expenditures/expenses adjusted for reconciling items | 60,876,834 | 59,820,574 |
| 4. Less: estimated exclusions | | |
| 5. Amount subject to the expenditure limitation | \$ 60,876,834 | \$ 59,820,574 |
| 6. EEC or voter-approved alternative expenditure limitation | | |

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

NOTE: Actual revenues in this report are based on a modified accrual basis of accounting, depending on fund. In addition amounts are actual thru the date of the proposed budget as adjusted for estimated activity to the close of the fiscal year.

TOWN OF QUEEN CREEK
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2013

| | 2012 | 2013 |
|--|---------------------|---------------------|
| 1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A) | \$ <u>6,804,121</u> | \$ <u>6,911,812</u> |
| 2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18) | \$ _____ | |
| 3. Property tax levy amounts | | |
| A. Primary property taxes | \$ <u>4,216,000</u> | \$ <u>3,780,217</u> |
| B. Secondary property taxes | <u>435,373</u> | <u>424,395</u> |
| C. Total property tax levy amounts | \$ <u>4,651,373</u> | \$ <u>4,204,612</u> |
| 4. Property taxes collected* | | |
| A. Primary property taxes | | |
| (1) Current year's levy | \$ <u>4,200,000</u> | |
| (2) Prior years' levies | _____ | |
| (3) Total primary property taxes | \$ <u>4,200,000</u> | |
| B. Secondary property taxes | | |
| (1) Current year's levy | \$ <u>357,914</u> | |
| (2) Prior years' levies | _____ | |
| (3) Total secondary property taxes | \$ <u>357,914</u> | |
| C. Total property taxes collected | \$ <u>4,557,914</u> | |
| 5. Property tax rates | | |
| A. City/Town tax rate | | |
| (1) Primary property tax rate | <u>1.9500</u> | <u>1.9500</u> |
| (2) Secondary property tax rate | _____ | _____ |
| (3) Total city/town tax rate | <u>1.9500</u> | <u>1.9500</u> |

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 58 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF QUEEN CREEK
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

| SOURCE OF REVENUES | ESTIMATED REVENUES 2012 | ACTUAL REVENUES* 2012 | ESTIMATED REVENUES 2013 |
|--------------------------------|-------------------------------|-----------------------------|-------------------------------|
| GENERAL FUND | | | |
| Local taxes | | | |
| City Sales Tax | 9,300,000 | 8,983,637 | 8,922,000 |
| Sales Tax Recovery | 150,000 | 217,183 | 144,000 |
| Licenses and permits | | | |
| Business Licenses | 75,000 | 66,408 | 69,600 |
| Planning Revenue | 50,000 | 71,022 | 65,000 |
| Engineering Revenue | 200,000 | 211,291 | 150,000 |
| Liquor License | 5,000 | 3,600 | 3,000 |
| Building Revenue | 435,000 | 915,136 | 575,000 |
| Intergovernmental | | | |
| State Sales Tax | 1,994,378 | 2,031,296 | 2,204,313 |
| Motor Vehicle Tax | 888,969 | 832,805 | 873,907 |
| Urban Revenue Sharing | 2,224,980 | 2,224,870 | 2,692,475 |
| Charges for services | | | |
| Gas Franchises | 48,000 | 78,016 | 64,000 |
| Cable Licenses | 132,000 | 132,860 | 150,000 |
| Telecommunications | 65,000 | 68,180 | 72,996 |
| Interest on investments | | | |
| Interest Income | 226,000 | 234,562 | 225,000 |
| Miscellaneous | | | |
| Recreation User Fees | 170,000 | 228,971 | 298,400 |
| Miscellaneous Revenue | 72,235 | 54,663 | 100,000 |
| Town Facility Revenue | 178,000 | 145,487 | 140,000 |
| Fund Balance | 585,000 | | 1,231,000 |
| Departmental Support Revenue | 1,496,000 | 1,431,247 | 1,575,700 |
| Total General Fund | \$ 18,295,562 | \$ 17,931,233 | \$ 19,556,391 |

TOWN OF QUEEN CREEK
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

| SOURCE OF REVENUES | ESTIMATED REVENUES 2012 | ACTUAL REVENUES* 2012 | ESTIMATED REVENUES 2013 |
|--|-------------------------------|-----------------------------|-------------------------------|
| SPECIAL REVENUE FUNDS | | | |
| Highway User Revenue Fund | | | |
| Highway Users Revenue | 1,327,292 | 1,443,072 | 1,483,531 |
| Pinal County Taxes | 8,000 | 14,705 | 8,000 |
| Fund Balance / Carry Forward | 407,900 | | 22,000 |
| Total Highway User Revenue Fund | 1,743,192 | 1,457,777 | 1,513,531 |
| Local Transportation Assistance Fund | | | |
| Fund Balance / Carry Forward | 83,620 | | |
| Total Local Transportation Assistance Fund | 83,620 | | |
| Waste Water Development Fee | | | |
| Development Fees | 853,000 | 966,779 | 695,993 |
| Loan Proceeds WIFA | | | |
| Fund Balance / Carry Forward | 590,898 | | |
| Total Waste Water Development Fee | 1,443,898 | 966,779 | 695,993 |
| Horseshoe Park and Equestrian Centre (HPEC) | | | |
| Park Revenues | 460,000 | 464,075 | 505,999 |
| Total HPEC | 460,000 | 464,075 | 505,999 |
| CDBG Grant | | | |
| Improvements | 235,000 | | |
| Total CDBG Grant | 235,000 | | |
| Parks Development Fee | | | |
| Parks Development Fees | 915,000 | 813,084 | 540,625 |
| Reimbursement from Developers | | | |
| Fund Balance / Carry Forward | 317,000 | | |
| Grant Proceeds | 117,875 | 4,500 | 1,043,640 |
| Total Parks Development Fee | 1,349,875 | 817,584 | 1,584,265 |
| Town Buildings & Vehicle Fund | | | |
| Town Building & Vehicle Development Fee | 307,000 | 259,555 | 182,510 |
| Fund Balance | | | 50,000 |
| Total Transportation Development Fee | 307,000 | 259,555 | 232,510 |
| Transportation Development Fee | | | |
| Transportation Development Impact Fee | 156,000 | 148,500 | 154,454 |
| Total Transportation Development Fee | 156,000 | 148,500 | 154,454 |
| Library Development Fee | | | |
| Library Development Impact Fee | 219,000 | 236,736 | 171,250 |
| Grant Proceeds | | 250,000 | |
| Fund Balance | | | |
| Total Library Development Fee | 219,000 | 486,736 | 171,250 |

TOWN OF QUEEN CREEK
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

| SOURCE OF REVENUES | ESTIMATED REVENUES 2012 | ACTUAL REVENUES* 2012 | ESTIMATED REVENUES 2013 |
|--|-------------------------------|-----------------------------|-------------------------------|
| Parks & Rec Trust | | | |
| Contributions/Donations | 37,000 | 27,178 | |
| Parks & Rec Scholarships | 3,000 | 61 | |
| Total Parks & Rec Trust | 40,000 | 27,239 | |
| Community Events | | | |
| Contributions/Donations | 35,000 | 11,142 | 35,000 |
| Total Community Events | 35,000 | 11,142 | 35,000 |
| Public Safety Development Fee | | | |
| Public Safety Development Fees | 115,000 | 123,442 | 92,436 |
| Fund Balance | | | |
| Total Public Safety Development Fee | 115,000 | 123,442 | 92,436 |
| Emergency Services | | | |
| City Sales Tax | 1,150,000 | 1,138,069 | 1,116,000 |
| Miscellaneous | 4,000 | 85,266 | 15,000 |
| Fire Inspections | 20,000 | 23,554 | 20,000 |
| Fund Balance | 50,000 | | |
| Total Emergency Services | 1,224,000 | 1,246,889 | 1,151,000 |
| Fire Development Fee | | | |
| Fire Development Fees | 121,000 | 128,430 | 108,081 |
| Fund Balance | | | 20,000 |
| Total Fire Development Fee | 121,000 | 128,430 | 128,081 |
| Municipal Town Center | | | |
| City Sales Tax | 300,000 | 398,666 | 360,000 |
| Town Facility Rentals | 30,000 | 29,796 | 33,000 |
| Fund Balance | | | 100,000 |
| Contributions/Donations | 5,000 | 8,186 | |
| Total Municipal Town Center | 335,000 | 436,649 | 493,000 |
| Total Special Revenue Funds | \$ 7,867,585 | \$ 6,574,796 | \$ 6,757,519 |
| DEBT SERVICE FUNDS | | | |
| Special Assessment | | | |
| Property Assessments | 1,774,758 | 1,745,588 | 1,840,990 |
| Total Special Assessment | 1,774,758 | 1,745,588 | 1,840,990 |
| Total Debt Service Funds | \$ 1,774,758 | \$ 1,745,588 | \$ 1,840,990 |

TOWN OF QUEEN CREEK
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

| SOURCE OF REVENUES | ESTIMATED REVENUES 2012 | ACTUAL REVENUES* 2012 | ESTIMATED REVENUES 2013 |
|--|-------------------------------|-----------------------------|-------------------------------|
| CAPITAL PROJECTS FUNDS | | | |
| Drainage & Transportaion | | | |
| 2% Construction Sales Tax | 965,000 | 835,212 | 960,000 |
| Fund Balance / Carry Forward | 8,900,000 | | 759,618 |
| Developer Contribution | | 1,772,653 | 110,000 |
| Reimbursement from Government Agency | 145,055 | 2,086,601 | 254,235 |
| Grants | | | |
| Interest Income | 143,000 | 155,399 | 143,000 |
| Total Drainage & Transportaion | 10,153,055 | 4,849,865 | 2,226,853 |
| Carry Forward / Miscellaneous | | | |
| Unallocated Revenue | 5,000,000 | | 10,000,000 |
| Total Carry Forward / Miscellaneous | 5,000,000 | | 10,000,000 |
| Total Capital Projects Funds | \$ 15,153,055 | \$ 4,849,865 | \$ 12,226,853 |
| ENTERPRISE FUNDS | | | |
| Sewer Utility | | | |
| User Fees | 3,117,901 | 2,759,280 | 3,329,564 |
| Loan Proceeds WIFA | | | |
| Interest Income | 8,000 | 20,094 | 15,000 |
| Fund Balance | 172,600 | | 1,067,668 |
| Total Sewer Utility | 3,298,501 | 2,779,374 | 4,412,232 |
| Water Company | | | |
| Water Sales | 7,800,000 | 7,138,934 | 8,230,000 |
| Irrigation | 229,000 | 207,529 | 225,000 |
| Fireflow | 50,000 | 47,862 | 40,000 |
| Hookups | 65,000 | 96,853 | 75,000 |
| Miscellaneous | 15,000 | 16,045 | 20,000 |
| Establishment Fees | 175,000 | 391,672 | 220,000 |
| Interest Income | 19,000 | 25,481 | 19,000 |
| Utility Billing | 176,000 | 171,407 | 189,400 |
| Loan Proceeds | | 421,552 | |
| Fund Balance | | | 250,000 |
| Total Water Company | 8,529,000 | 8,517,335 | 9,268,400 |
| Solid Waste | | | |
| User Fees | 1,301,000 | 1,151,178 | 1,440,185 |
| Recycling | 6,000 | 56,040 | 68,392 |
| Fund Balance | | | 45,000 |
| Total Solid Waste | 1,307,000 | 1,207,218 | 1,553,577 |
| Total Enterprise Funds | \$ 13,134,501 | \$ 12,503,927 | \$ 15,234,209 |
| TOTAL ALL FUNDS | \$ 56,225,461 | \$ 43,605,409 | \$ 55,615,962 |

TOWN OF QUEEN CREEK
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2013

| FUND | OTHER FINANCING 2013 | | INTERFUND TRANSFERS 2013 | |
|--------------------------------------|-------------------------|--------|-----------------------------|---------------|
| | SOURCES | <USES> | IN | <OUT> |
| GENERAL FUND | | | | |
| Water Division | \$ | \$ | \$ 1,414,241 | \$ |
| Streets Projects - HURF | | | | |
| Town Center | | | 359,250 | |
| Horseshoe Park and Equestrian Centre | | | | 431,548 |
| Drainage & Transportation | | | | 1,641,981 |
| Street Light Improvement District | | | 24,022 | |
| Parks , Trails & Open Space Rec | | | | 656,085 |
| Town Building & Vehicle | | | | 505,328 |
| Library | | | | 841,622 |
| Public Safety | | | | 263,370 |
| Emergency Services | | | | 884,612 |
| Waste Water | | | | 500,000 |
| Fire | | | | 230,233 |
| Town General Fund | | | 1,797,513 | 5,954,779 |
| Total General Fund | \$ | \$ | \$ 1,797,513 | \$ 5,954,779 |
| SPECIAL REVENUE FUNDS | | | | |
| Parks , Trails & Open Space Rec | \$ | \$ | \$ 656,085 | |
| Town Building & Vehicle | | | 505,328 | |
| Library | | | 841,622 | |
| Public Safety | | | 263,370 | |
| Street Light Improvement District | | | | 24,022 |
| Emergency Services | | | 884,612 | |
| Fire | | | 230,233 | 26,124 |
| Waste Water | | | 2,842,051 | |
| Streets Projects - HURF | | | | |
| Town Center | | | | 359,250 |
| Horseshoe Park and Equestrian Centre | | | 431,548 | |
| Transportation | | | | 154,454 |
| Total Special Revenue Funds | \$ | \$ | \$ 6,654,849 | \$ 563,850 |
| CAPITAL PROJECTS FUNDS | | | | |
| Drainage & Transportation | \$ | \$ | \$ 1,796,435 | 2,049,886 |
| Total Capital Projects Funds | \$ | \$ | \$ 1,796,435 | \$ 2,049,886 |
| ENTERPRISE FUNDS | | | | |
| Water Division | \$ | \$ | \$ | \$ 1,664,241 |
| Sewer Utility | | | | 2,092,051 |
| Total Enterprise Funds | \$ | \$ | \$ | \$ 3,756,292 |
| DEBT SERVICE FUNDS | | | | |
| Special Assessment | \$ | \$ | \$ 2,076,010 | \$ |
| | \$ | \$ | \$ 2,076,010 | \$ |
| TOTAL ALL FUNDS | \$ | \$ | \$ 12,324,807 | \$ 12,324,807 |

TOWN OF QUEEN CREEK
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2013

| FUND/DEPARTMENT | ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2012 | ACTUAL EXPENDITURES/ EXPENSES* 2012 | BUDGETED EXPENDITURES/ EXPENSES 2013 |
|-------------------------------------|--|--|---|
| GENERAL FUND | | | |
| Town Council | 141,885 | 124,154 | 155,535 |
| Town Manager | 584,854 | 556,763 | 612,266 |
| Town Clerk & Legal Services | 506,506 | 496,570 | 528,418 |
| Management Services | 1,584,353 | 1,297,501 | 1,453,122 |
| Development Services | 4,870,532 | 4,284,329 | 4,993,592 |
| Workforce & Technology | 1,595,178 | 1,406,659 | 1,595,796 |
| Economic Development | 669,405 | 666,543 | 857,911 |
| Public Safety | 1,317,172 | 1,323,523 | 1,812,867 |
| Non-Departmental | 4,192,581 | 3,360,088 | 3,389,618 |
| Total General Fund | \$ 15,462,466 | \$ 13,516,130 | \$ 15,399,125 |
| SPECIAL REVENUE FUNDS | | | |
| Highway Users Revenue | 1,607,900 | 840,000 | 1,513,531 |
| Local Transportation Asst | 83,620 | | |
| Street Light Improv District | 435,373 | 304,830 | 400,373 |
| CDBG Grant Fund | 235,000 | | |
| Waste Water Development Fee | 2,248,843 | 2,212,825 | 3,538,044 |
| Parks Development Fee | 1,602,941 | 1,369,878 | 2,240,350 |
| Town Bldgs & Vehicle Dev Fee | 686,576 | 715,918 | 737,838 |
| Transportation Dev Fee | | 140,400 | |
| Library Development Fee | 1,015,000 | 1,101,268 | 1,012,872 |
| Parks & Rec Trust | | 32,396 | |
| Community Events | 35,000 | 14,415 | 35,000 |
| Public Safety Dev Fee | 355,806 | 355,782 | 355,806 |
| Fire Development Fee | 320,000 | 49,874 | 332,190 |
| Emergency Services | 5,595,327 | 5,062,944 | 5,815,829 |
| Horseshoe Park | 679,623 | 679,623 | 937,547 |
| Town Center | 147,500 | 204,596 | 133,750 |
| Water Capital | | 43,091 | |
| Total Special Revenue Funds | \$ 15,048,509 | \$ 13,127,841 | \$ 17,053,130 |
| DEBT SERVICE FUNDS | | | |
| Special Assessment Fund | 3,860,877 | 3,860,877 | 3,917,000 |
| Total Debt Service Funds | \$ 3,860,877 | \$ 3,860,877 | \$ 3,917,000 |
| CAPITAL PROJECTS FUNDS | | | |
| Drainage & Transportation | 9,871,257 | 4,838,265 | 1,973,402 |
| Carry Forward / Miscellaneous | 5,000,000 | | 10,000,000 |
| Total Capital Projects Funds | \$ 14,871,257 | \$ 4,838,265 | \$ 11,973,402 |
| ENTERPRISE FUNDS | | | |
| Sewer Utility | 2,493,556 | 2,300,332 | 2,320,181 |
| Water Company | 7,833,169 | 8,114,628 | 7,604,159 |
| Solid Waste | 1,307,000 | 1,218,766 | 1,553,577 |
| Total Enterprise Funds | \$ 11,633,725 | \$ 11,633,725 | \$ 11,477,917 |
| TOTAL ALL FUNDS | \$ 60,876,834 | \$ 46,976,838 | \$ 59,820,574 |

Requesting Department:
Town Manager



TO: HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH: JOHN KROSS, ICMA-CPM
TOWN MANAGER**

**FROM: WENDY KASERMAN
SENIOR MANAGEMENT ASSISTANT**

**RE: DISCUSSION AND POSSIBLE ACTION ON THE END OF
LEGISLATIVE SESSION REPORT**

DATE: JUNE 6, 2012

Relevant Council Goals:

KRA 4: ENVIRONMENT

*KRA 5: FINANCIAL MANAGEMENT/INTERNAL SERVICES AND
SUSTAINABILITY*

KRA 8: LAND USE/ECONOMIC DEVELOPMENT

KRA 9: PUBLIC SAFETY

Discussion:

The second session of the 50th Arizona Legislature adjourned on May 3, 2012. Many anti-city, anti-local control bills were introduced this session, however cities and towns working in conjunction with the League of Arizona Cities and Towns successfully defeated many of these measures. Despite these successes, there were two key bills signed into law following the end of the session that impact state shared revenue and local control over local elections.

The League of Arizona Cities and Towns is in the process of preparing the new laws report that includes information about every new law passed that impacts municipalities. The new laws report will be provided to the Town Council when it is completed. This staff report is an overview of the final status of legislation staff was actively tracking throughout the session, as well as legislation that emerged in the final days and hours of the session.

In December 2011, the Town Council adopted the Town's State Legislative Agenda. The following pages include the State Legislative Agenda with information about specific legislation related to each of the Town's stated objectives.

2012 Town of Queen Creek State Legislative Agenda

Legislative Goal: Protect local revenues and local control and advocate for opportunities to enhance the Town's economic sustainability and infrastructure development.

Objective 1: Work to protect State Shared Revenue

SB1442 was introduced as an economic development tool to help offset the infrastructure costs associated with large scale manufacturing facilities. In the final hours of the session, the bill was amended in a way that would impact state shared revenue if any municipality were to take advantage of the program. The bill does have a delayed effective date. The League will be working to amend the bill next session to remove the provision impacting state shared revenue. Many cities and towns are also hoping to reduce the threshold for capital investment so that more cities and towns could take advantage of the program. As the law is written, in Maricopa County a manufacturing facility must invest \$500 million in capital in order for a city or town to apply for reimbursement for a portion of the infrastructure costs.

Objective 2: Work to preserve the current funding distribution for the Maricopa County Library District (MCLD).

No legislation was introduced that targeted MCLD funding.

Objective 3: Work to maintain local control and oppose unfunded mandates.

HB2815 as introduced included a provision for a regulatory tax credit. This credit would have allowed individuals to claim a tax credit for having to comply with regulations they deemed to be excessive. Excessive was broadly defined in the bill and it was up to the Department of Revenue to determine whether or not the credit would be awarded. If a credit were approved for compliance with a municipal regulation, the amount of the credit would be withheld from that municipality's state shared revenue. While the bill was amended before it left the House, cities and towns still had serious concerns with its impacts. In the final days of session, the bill was amended significantly and the regulatory tax credit language was removed. The bill as signed into law does include provisions for the reduction of capital gains taxes which will indirectly impact state shared revenue over time as these portions of the law take effect.

HB2826 impacts local elections and was signed into law by the Governor. In its original form all municipal elections would have been required to move to fall even year election cycles beginning in 2014. Queen Creek, along with 75 other municipalities, will be forced to change its election cycle. The final legislation

moves all candidate elections to fall even year cycles beginning in 2014. Ballot issues and non candidate issues are to be held in the fall of odd years. There are several areas of concern related to the bill. One key issue the League is working on is how local home rule elections will be handled. The State sets expenditure limitations for municipalities; however municipalities have the option of going to the voters to approve an alternative expenditure limitation. In Queen Creek's case, the Town holds home rule elections ever four years. The Arizona Constitution requires that these elections be held in conjunction with candidate elections. The Town's next home rule election is scheduled for spring 2014, however with the implementation of HB2826 there will not be candidate elections that spring. This is a very serious issue for municipalities. Not only are there questions about when the election will take place, but also the issue of voter fatigue arises. With longer ballots will voters even pay attention to the home rule issue? If the home rule issue did not pass, it would be devastating to the Town's budget and result in a significant reduction to programs and services. For example, in 2010 when Home Rule was approved by voters, had it not been approved, the Town's budget would have had to be reduced to the level the State establishes for us, which would have meant a current Fiscal Year budget of about \$42 million versus the current \$60.9 million.

Staff will be participating in a working group being convened by the League to evaluate all of the impacts of the bill and develop clean up language to be introduced next session. Staff anticipates seeing a League resolution related to the implementation of HB2826.

SB1239 was a bill that would have had significant financial implications to cities and towns because it would have prohibited cities and towns from requiring homeowners associations either through subdivision or zoning regulations. HOAs assume many maintenance responsibilities in subdivisions including landscaping and maintenance of retention basins. Had the bill advanced, the Town likely would have had to assume these responsibilities for future subdivisions. The bill did not make it out of the House.

HB2570 as presented to the Town Council in Staff's March update would have required three readings of all ordinances before the Town Council could take action on them. Although the bill was amended to only require ordinances to be posted seven days prior to Council action, it never received a vote of the full Senate and did not advance.

HB2416 passed out of the House and would have required cities and towns to provide water and wastewater services to areas outside their municipal boundaries if the property met certain criteria. While the bill was amended to apply to Pima County only, cities and towns statewide lobbied against the measure and ultimately it did not advance in the Senate.

SB1505 would have imposed the complicated lengthy state rulemaking process upon municipalities. While there were multiple threats of the bill advancing through the legislative process, it too failed to pass out of the Legislature.

HB2729 addressed firearms in public buildings. It said that if municipalities were going to prohibit firearms in public buildings they had to not only provide access to firearms lockers, but also have either a law enforcement officer or an armed security guard on duty with x-ray or metal detection equipment at all public entrances. Implementing the provisions of this bill would have cost the Town several hundred thousand dollars annually. This bill made it out of the Legislature, but was vetoed by the Governor.

HB2745 is a bill the Town worked to introduce that addressed an unintended consequence of the pension reform legislation passed in 2011. Under the pension reform legislation, employees who retire out of the Public Safety Personnel Retirement System (PSPRS) and return to work are required to pay an Alternative Contribution Rate (ACR). In Queen Creek's case, when we formed the Town's Fire Department, we needed to hire experienced senior staff and did hire some staff who had retired out of PSPRS. Due to the Section 218 agreement the Town signed when we joined the Arizona State Retirement System (ASRS) the Town found itself in a situation where the Town was paying both the ACR and ASRS contributions for a small number of employees in the Fire Department. Many other municipalities also found themselves in the same situation. HB2745 as signed into law says that we do not need to pay the ACR for employees hired prior to July 2011 if that employee is required to contribute to another retirement system (in our case, ASRS). This change holds municipalities harmless for hiring decisions made prior to the passage of the pension reform legislation.

In addition to the bills identified above, the adopted State budget also includes the elimination of the Arizona Department of Water Resources (ADWR) assessment on cities and towns. This assessment was originally included in the adopted FY12 budget and unfairly placed the burden of funding ADWR operations on incorporated cities and towns. It was assessed per capita regardless of whether or not the municipality provided water service within their jurisdiction.

Objective 4: Support the League of Arizona Cities and Towns, including the adopted 2012 League resolutions.

Many of the bills mentioned under other objectives directly address League resolutions.

Objective 5: Support Arizona State University's Polytechnic campus remaining a part of Arizona State University. Oppose

any changes in governing structure that could adversely impact the resources being allocated and planned for the Arizona State University Polytechnic campus.

No legislation was introduced related to this issue.

Objective 6: Advocate for changes to the statutes governing the formation of non-contiguous county island fire districts to allow for the formation of districts outside of Maricopa County.

SB1407 was signed into law. It allows for the formation of non-contiguous county island fire districts outside of Maricopa County. It also allows district boundaries to be expanded within a municipality's unincorporated planning area if the municipality gives its express permission for the boundary expansion. Staff anticipates some small technical corrections to the legislation next session.

Objective 7: Work to promote access to more economic development tools to attract new employers and help existing businesses to expand.

The Greater Phoenix Economic Council (GPEC) drafted legislation aimed at increasing the State's competitiveness; however the legislation was never introduced. SB1442 as mentioned under Objective 1 has the potential to be a valuable economic development tool if the state shared revenue component is removed and the investment threshold is lowered.

HB2469 was a tax increment financing (TIF) like bill introduced by the City of Peoria. The bill would have allowed for the formation of revenue allocation authorities. While the bill made it out of the Legislature, it was ultimately vetoed by the Governor.

Objective 8: Support transportation issues that benefit the region and the state.

No specific transportation legislation was introduced on this issue; however the adopted budget does restore a small amount Highway User Revenue Funds (HURF) to cities and towns.

Objective 9: Consider supporting legislation that allows for the taxation of online purchases if the online retailer has subsidiaries in Arizona. Such legislation would be aimed at leveling the playing field between online retailers and brick and mortar businesses. Town staff must carefully evaluate the impact of legislation to ensure no loss of local control over transaction privileges taxes.

Legislation was introduced on this topic; however neither the League or the Town took a specific position on the legislation. The legislation failed to advance out of the Senate. The League is currently working with the Arizona Tax Research Association, as well as the Governor's Office to evaluate opportunities to better align the Municipal Tax Code and the State of Arizona Tax Code.

Objective 10: Support smart state trust land reform.

No related legislation was introduced this session.

Fiscal Impact:

The end of session legislative report does not have a fiscal impact; however implementation of the new laws will have fiscal impacts to cities and towns as well as the State. The general effective date for all new legislation is August 2, 2012 unless alternative effective dates were provided in the legislation. More detailed information about all of the new laws will be provided in the League's new laws report which should be published by the end of June.

Requesting Department:
Town Manager



TO: HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH: JOHN KROSS, ICMA-CM
TOWN MANAGER**

**FROM: WENDY KASERMAN
SENIOR MANAGEMENT ASSISTANT**

**RE: DISCUSSION AND POSSIBLE DIRECTION TO STAFF TO
SUBMIT A RESOLUTION TO THE LEAGUE OF ARIZONA
CITIES AND TOWNS RELATED TO THE ARIZONA STATE
RETIREMENT SYSTEM AND THE ALTERNATIVE
CONTRIBUTION RATE ESTABLISHED IN 2011**

DATE: JUNE 6, 2012

Staff Recommendation:

Staff recommends the Town Council direct staff to submit a resolution to the League of Arizona Cities and Towns related to the Arizona State Retirement System and the Alternative Contribution Rate.

Relevant Council Goals:

*KRA 5: FINANCIAL MANAGEMENT/INTERNAL SERVICES AND
SUSTAINABILITY*

Proposed Motion:

Move to direct staff to submit a resolution to the League of Arizona Cities and Towns related to the Arizona State Retirement System and the Alternative Contribution Rate.

Discussion:

In 2011, the Arizona State Legislature passed legislation reforming the State's pension system. Part of this legislation included the establishment of what is referred to as the Alternative Contribution Rate (ACR). The ACR, paid by the employer, applies to individuals who have already retired from Arizona State Retirement System (ASRS) or the Public Safety Personnel Retirement System (PSPRS) and then later return to work to an eligible employer. The legislation applied to all former retirees working at the time the legislation took effect in July

2011. In effect, this legislation is considered an unfunded mandate because cities and towns did not anticipate having to pay the ACR when they hired these employees who had previously retired out of ASRS or PSPRS.

This past legislative session, Town of Queen Creek staff took the lead and successfully addressed one unintended consequence of the pension reform legislation that left municipalities paying the ACR to PSPRS and while making contributions to ASRS for certain employees within the Fire Department. Not only did the success of this legislation create annual future savings of approximately \$40,000 for the Town, but many other municipalities will save thousands of dollars due to this effort.

Staff is now seeking Council direction to submit a League resolution that proposes to make the ACR applicable only to employees hired after July 2011. This essentially holds cities and towns harmless for hiring decisions made prior to the passage of pension reform. Going forward cities and towns will know that if they choose to hire an individual who has retired out of ASRS or PSPRS, they will be required to pay the ACR. Staff anticipates additional annual savings of approximately \$20,000 should this resolution become law.

The League is currently in the process of soliciting proposed resolutions from cities and towns. Resolutions must broadly benefit cities and towns throughout the state. They are submitted to the League for consideration by the Resolutions Committee which meets at the League of Arizona Cities and Towns annual conference in August. Adopted resolutions become part of the League's legislative agenda. As the prime sponsor of this resolution, Town staff would be expected to play a leadership role in drafting the legislation, finding a sponsor and advocating for the bill throughout the legislative process. Staff does not anticipate using an outside lobbyist on this issue. The Town worked with Representative Justin Pierce on the ACR bill introduced this session, staff plans to approach Representative Pierce about working on the ASRS/ACR issue next session regardless of whether or not the issue is adopted as a League resolution.

Proposed resolutions are due to the League by June 15. In July, Town staff will receive copies of all of the proposed resolutions. Staff will evaluate the proposed resolutions and come back to the Town Council in August with recommended positions on the resolutions. The Mayor then uses this direction when he represents the Town at the Resolutions Committee meeting.

Fiscal Impact:

Providing staff with direction to submit the proposed resolution to the League does not have any fiscal impact. However should the resolution become legislation that is signed into law, staff anticipates an annual savings to the Town of \$20,000.

Alternatives:

Town Council could chose not to direct staff to submit the proposed resolution or suggest a modification to the proposed resolution.