



Agenda

Work Study and Executive Session Queen Creek Town Council

Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
August 1, 2012
6:00pm

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 consultation with the Town Attorney for legal advice and to consider the Town's position and instruct its attorney regarding an agreement between the Town and Boys & Girls Club. (ARS 38-431.03(A)(3) and (4).

B. 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).

C. Discussion and consultation with the Town Attorney for legal advice and to consider the Town's position and instruct the staff regarding acquisition of properties. (A.R.S. 38-431.03(A)(3) & (7).

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
August 1, 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.

- A. Drowning Awareness Month
- B. Dust Awareness Week

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.

- Boys & Girls Club Strategic Plan presentation
- Boys & Girls Club Quarterly Report
- Chamber of Commerce Quarterly Report

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.

**Agenda for the Regular and Possible Executive Session
Queen Creek Town Council
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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 July 18, 2012 Work Study and Regular Session Minutes. **TAB A**

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

C. Consideration and possible approval of a contract with Vision Internet Providers, Inc. in the amount not to exceed \$26,500 for upgrades to the Town's website content management software and website redesign services. **TAB C**

D. Consideration and possible approval of a Sponsorship Agreement with 10/13 Communications LLC., doing business as the East Valley Tribune for the production and distribution of the Experience QC special section. **TAB D**

E. Consideration and possible approval of a 2nd Amendment to the Services Contract with In-Pipe Technology Company in the amount not to exceed \$31,000 for sewer odor and corrosion control services. **TAB E**

F. Consideration and possible approval of **Ordinance 516-12** amending Town Code Chapter 8(A) by correcting the section reference for Transient Lodging within the Town of Queen Creek Tax Code from 8A-447.1 to 8A-477. **TAB F**

G. Consideration and possible approval of Council Committee appointments for FY12/13. **TAB G**

H. Consideration and possible approval of **SP12-043** "IHOP at Queen Creek Fiesta" a request by Daniel Bowers of Studio B Squared, LLC, on behalf of Romulus Restaurants for Site Plan approval for an IHOP Restaurant to be located at the northeast corner of Ellsworth Loop Road and Victoria Lane, 20710 E. Victoria Lane. **TAB H**

*I. Public Hearing and possible continuance of **RZ12-034** "Victoria Estates Parcels 10, 11 and 11A. **A continuance to September 5, 2012 has been requested.** **TAB I**

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.

10. Update and closure of the NIW Vision display ad sales program. **TAB J**

11. Discussion and possible approval of capital funding in the amount not to exceed \$180,000 for the Hunt Highway Widening Project for the purpose of relocating waterlines and meters. **TAB K**

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.

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

13. Adjournment



Minutes
Work Study Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
July 18, 2012
6:00pm

DRAFT

1. Call to Order

The meeting was called to order at 6:00pm.

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

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

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

3. Presentation and discussion on the Maricopa County trail in the Sonoqui Wash and along Chandler Heights Road.

Public Works Division Manager Troy White introduced Chris Coover with Maricopa County. Mr. Coover then gave a presentation on the "Maricopa Trail" that connects with the Queen Creek Trail System and San Tan Mountain Regional Park. Mr. Coover said the Park and Horseshoe Park & Equestrian Centre are great assets, complementing the trail well and asked that the Sonoqui Wash trail be included in the Maricopa Trail.

Council asked if the Maricopa Trail was multi-use. Mr. Coover responded that it was a non-motorized trail along the roadway. Council also asked for information on the signage used. Mr. Coover explained that using the County trail marker signs was optional, with Chandler & Gilbert using them. Mr. White added that the trail marker sign could be placed on the larger Queen Creek Trail signs. Council agreed that would be the preference.

4. Presentation and discussion on the Sidewalk Gap Analysis.

Public Works Division Manager Troy White presented the sidewalk gap analysis that included the Town Center and surrounding area. Mr. White said the areas were classified in three categories: 1) Planned; 2) Priority; and 3) Wait for development. He added that \$200,000 was budgeted in the current fiscal year for sidewalk improvements.

Mr. White said that completed sidewalks would provide connectivity for pedestrians throughout the Town Center area, however one gap would remain at the UPRR crossing which would require the relocation of the railroad signal at an approximate cost of \$50,000 although there may be an opportunity that UPRR would pay for the relocation costs.

Mr. White recommended moving forward with the projects identified and contracts would be brought back for Council approval in September with construction during October and November.

Council commented that sidewalk improvements would also improve business, safety and aesthetics of the Town. Council also asked if the sidewalks would be meandering or straight. Mr. White explained that at areas with permanent roadway/right-of-way the sidewalk would be meandering. At locations with temporary roadway the sidewalk would be straight. There was a question of using Town Center funds to help with the project. Mr. White responded that constraints on some areas aren't monetary but with SRP (utilities), property acquisition and UPRR.

5. Adjournment

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Motion to adjourn the Work Study at 6:25pm (Wheatley/Barnes/Unanimous)



Minutes
Regular Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
July 18, 2012
7:00 p.m.

DRAFT

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: Barnes; Brown; Gad; Oliphant; Wheatley; Vice Mayor Benning and Mayor Barney.

3. Pledge of Allegiance: Led by Mayor Barney

4. Invocation: A moment of silence was held.

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

A. Ceremonial Oath of Office – Council Member Jason A. Gad

Mayor Barney provided information on the resignation of former Council Member John Alston and the review/interview process that resulted in the unanimous appointment of Jason Gad for the remainder of the term. Mayor Barney stated that Council Member Gad had previously taken the official oath of office and then proceeded to perform a ceremonial oath of office.

B. Eagle Scout Recognition – Josh Rapisura

Mayor Barney recognized Eagle Scout Josh Rapisura from TEAM #6610 for his Queen Creek Wash interpretive sign project. He coordinated 65 volunteers and spent 124 hours on the project.

C. GFOA Award presentation to Sam McPike, Budget Administrator

Mayor Barney presented Budget Administrator Sam McPike with the GFOA Distinguished Budget Presentation Award for 2011-2012 budget book. The Town has received this award for seven years in a row.

6. Committee Reports

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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

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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 Governments (CAG) – Vice Mayor Benning attended the June 21-22 Strategic Planning Session.

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Central Arizona Governments Regional Council (CAG) – Vice Mayor Benning attended the June 22 meeting at which the CAG FY13 budget was adopted as well as amendments to the 208 Areawide Water Quality Management Plan relating to the Town of Marana and a resolution supporting the Town of Florence's position on the Florence Copper project. The Council also discussed the CAG Regional Transportation Plan and new CAG website. The next meeting is September 26, 2012.

Pakistani Information and Cultural Organization (PICO) – Vice Mayor Benning attended the annual dinner and reported on some of the volunteer projects the group has done in the area.

Maricopa Association of Governments Regional Council (MAG) – Mayor Barney attended the June 27 meeting. The Council elected officers to the MAG Regional Executive Committee – Mayor Barney was one of the new officers elected. The Council also had a presentation on the Municipal Aging Services Project Toolkit. The annual MAG Desert Peaks Awards ceremony was held after the meeting and Queen Creek received a joint award in the Public Partnership and Regional Partnership categories. The next Board meeting is July 25, 2012.

Maricopa Association of Governments Executive Committee (MAG) – Mayor Barney reported that appointments to the Economic Development Committee and appointment of officers for several MAG committees were made; discussion was held on supporting a high speed rail project in California (XpressWest) and a resolution supporting the Arizona/Mexico border on trade opportunities. The next Board meeting is September 17, 2012.

Phoenix-Mesa Gateway Airport Authority – Mayor Barney reported on the July 16 Board meeting. Updates were given on from Allegiant Airlines and from airport staff on the West Terminal. The Board approved a design contract for Phase III of the Ray Road economy lot and a construction contract for the completion of additional airplane parking spaces. Mayor Barney also reported that he was appointed Secretary of the Board for the next year. He announced that Spirit Airlines will offer service to Chicago. The next meeting is September 17, 2012.

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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.

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Maricopa County Library District presentation: Jeremy _____ representing the Maricopa County Library District provided some key data from a grant supported study called "Orangeboy". The Queen Creek Library data presented included a breakdown of usage of materials, customer satisfaction and virtual users (E-books). This data helps the District allocate resources/materials and activities to the library. He also announced that the Maricopa County Recorder's Office will be placing a kiosk at the library so that residents can record documents without leaving town. The District also reduced the charge for Pinal County residents from \$50/year to \$25/6-months with a result of increased cards purchased. Changes to the Summer Reading Program were briefly discussed.

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C. Economic Development Commission – June 27, 2012: Council Member Barnes reported on the presentation by David Valenzuela with Phoenix-Mesa Gateway Airport; Town's marketing efforts and review and discussion of the draft Economic Development Strategic Plan that was recommended for approval. The next meeting is August 22, 2012.

D. Town Center Committee – July 11, 2012: Council Member Gad reported on the Committee's review and recommendations of three Façade Improvement applications; discussion on the Town Center Work Plan for FY12/13 and presentation by Bill Smith of Banner Health on parking requirements of other communities compared to Queen Creek's. The next meeting is August 8, 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.

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 June 6, 2012 Work Study and Regular Session Minutes.

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B. Consideration and possible approval of the June 20, 2012 Work Study and Regular Session Minutes.

C. Consideration and possible approval of the June 28, 2012 Special Session Minutes.

D. Consideration and possible approval of Expenditures over \$25,000.

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E. Consideration and possible approval of an Agreement with the Friends of Horseshoe Park to produce the 2013 Roots N' Boots Queen Creek event.

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F. Consideration and possible approval of a Salt River Project (SRP) "Overhead and Underground Power Distribution Easement" located at the southeast corner of Queen Creek Road and Crismon Road.

G. Consideration and possible approval of an Amendment #1 to the Custodial Services Contract with J & J Janitorial Services in an amount not to exceed \$90,000 for FY2012/2013 janitorial services.

H. Consideration and possible approval of the appointment of Jason Buche, Debra Woods, Larry Hoel and Bill Smith and the reappointment of Chris Webb, Nancy Diab, Monica O'Toole, Shane Randall, Barbara Khalsa and Marquis Scott to the Town Center Committee.

I. Consideration and possible approval of the appointment of Kenn Burnell and W. Alan Turley and the reappointment of Chris Clark, Gregory Arrington and Richard Turman to the Transportation Advisory Committee.

**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.

9. Public Hearing and possible action on **TA12-033/Ordinance 515-12** a request from Debbie Oleskow on behalf of ALB Industries for approval of a text amendment to Article 6.16, Paragraph 7, Temporary Real Estate Signs of the Zoning Ordinance regulating the use of temporary real estate signs by homebuilders.

Planning Manager Wayne Balmer reviewed the Council's previous approval of replacing the weekend directional signs with sign kiosks in November 2011. Homebuilders participated in the sign kiosks but found that the lack of subdivision directional signage made it difficult for buyers to find the model homes. Mr. Balmer reviewed briefly homebuilder signage plans from the Town of Gilbert and City of Maricopa. He then reviewed the proposed text amendment to create a home builder sign plan for new subdivisions that would include on & off-site directional signs, model home signage and flagpoles. Mr. Balmer provided the specific quantity of signs and height/size of signs and flagpoles. Council asked for clarification on whether sail flags would be allowed. Mr. Balmer responded that builders want a nice looking, long-lasting flag.

Council discussed the potential number of flags per model home complex and concerns with a large number of flags along the roadway. Mr. Balmer explained that each builder would submit a sign package that would be reviewed, thus specific locations of flags

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locations aren't specified in the text amendment. He added that model home directional signs help direct customers to the parking area and model homes.

Dennis Webb, representing Fulton Homes, explained that Fulton Homes embraced the kiosk signs but found that Queen Creek was too restrictive on other signs and there is a need to draw more homebuyers to Queen Creek. He provided additional information on the proposed flag banners, including height & size and durability of flags.

The Public Hearing was opened.

Jackson Moll, representing the Homebuilders Association, stated that signage options are critical to homebuilders and believes the proposed text amendment will allow the Town to take advantage of the current market conditions and requested Council's approval.

The Public Hearing was closed.

Council discussed the Church Farm subdivision and the potential number of flags and signs depending upon the number of homebuilders within the development and duration of construction over many years.

Council asked that Jason Barney come forward and speak to the Council about the potential signage for Church Farms.

Jason Barney, representing Landmark Development, said he would have to defer to homebuilders but stated he didn't think homebuilders/developers would want a cluttered appearance but a balance of signage to draw the buyers into the subdivision.

Council discussed setting spacing standards for flags and signs. Mr. Balmer responded that staff would work with each homebuilder.

Debbie Oleskow, representing ALB Industries, addressed Council's concerns with the placement of flags and explained that they would be placed on property owned by the builder/developer.

Council asked Town Attorney Scott Holcomb whether one builder could deed property over to another builder for the purpose of placing flags/signs. Mr. Holcomb responded that they could but when a builder submits a sign package plan, it would be approved for that builder only and only for the appropriate number of signs.

Ms. Oleskow further explained the process of determining the number of flags and signs in the proposed amendment.

Council discussed increasing the spacing between signs to help keep Queen Creek unique and avoiding excessive signage and flags while being flexible with different types of developments. Discussion also discussed the discrepancies between signs allowed for homebuilders and businesses.

Town Manager John Kross said that with the amount of feedback from Council, staff could develop additional exhibits for the proposed amendments.

Additional comments were made on Town staff oversight on sign package approval including location and number of signs.

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Mr. Holcomb clarified his previous answer on deeding property and said that flags would only be allowed at a model home complex.

Mr. Kross recommended also bringing back to Council a definition for "model home complex".

Mr. Balmer stated that additional exhibits and text could be brought back at the August 15, 2012 Council meeting.

Motion to continue TA12-033/Ordinance 515-12 to the August 15, 2012 Council Meeting (Brown/Benning/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 tenant improvements to the Parks & Recreation Building for the transition of the Queen Creek Business Incubator Program (QC Inc.).
(Continued at the June 20, 2012 meeting)

Public Works Division Manager Troy White provided slides showing the current interior conditions of the Parks & Recreation building and discussed the recommended improvements and repairs to the conference room, reception area, proposed location for the Queen Creek Chamber of Commerce and wall & ceiling repairs.

Mr. White provided three options and costs for consideration.

A. \$40,000 – includes I.T. equipment/set-up; carpeting of common areas; renovation/expansion of reception area; signage and contingency of 10%.

B. \$55,000 – includes I.T. equipment/set-up; carpeting of common areas; renovation/expansion of reception area; signage; *conference room expansion; wall repairs and contingency of 10% - Staff recommends this option.*

C. \$70,000 - includes I.T. equipment/set-up; carpeting of common areas; renovation/expansion of reception area; signage; *conference room expansion; wall repairs; new flooring in work room; small training room; additional furniture for common area; additional technology equipment for conference & training room and contingency of 10%.*

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Council Member Barnes declared a potential conflict of interest and stepped down from the dais.

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Council discussed the current condition of the building and the need for improvements since the Chamber does represent the Town for tourism and economic development.

Council asked about access to the building from Ellsworth Loop Road and parking signage/designation. Mr. White responded that Ellsworth Loop Road access had not been discussed yet but there has been discussion on the designated parking spaces and signage for patrons of the Chamber and QC Inc. Council briefly discussed additional improvements to the conference room.

Motion to approve \$55,000 (Alternative B) from the Town Center Municipal Fund for the improvements needed to transition the Queen Creek Incubator program to the vacant Parks and Recreation Building (Oliphant/Gad)

**Vote: 4 – 2 (Brown/Wheatley)
Motion Passed.**

Council Member Barnes returned to the dais.

11. Discussion and possible action to begin the statutory 60-day Public Agency Comment Period for the 2012 Major General Plan Amendment applications.

Planning Manager Wayne Balmer reviewed the 2012 Major General Plan Amendment process timetable and introduced the six applications:

- GPA12-47 – Master Planned Community text modification
- GPA12-48 – Bellerio
- GPA12-49 – Fulton Homes/Queen Creek Station
- GPA12-50 – Identification & Preservation of Aggregate Resources (staff initiated to comply with state statutes)
- GPA12-51 – Realignment and Construction of Signal Butte and Meridian Roads (staff initiated)
- GPA12-52 – Transit Oriented Design (staff initiated)

Motion to begin the 60-day (July 30) public agency comment period for the 2012 Major General Plan Amendment applications (Benning/Barnes/Unanimous)

12. Discussion and possible action on amending the Recreation Program Fee Policy regarding non-resident fees.

DRAFT

Recreation Superintendent Adam Robinson reviewed the current non-resident program fee adopted in 2003 that provided resident registration priority and a 50% fee increase for non-residents. The purpose of the policy was to ensure Town residents could participate in the recreation programs. Mr. Robinson said that programs at this time are

not over-filled with non-residents. For FY 12/13 only two fee based programs will be offered by the Town – special interest classes and adult softball.

The Parks & Recreation Advisory Committee considered and recommended eliminating the non-resident fees since the programs and facilities have changed. The recommendation would eliminate the non-resident 50% fee increase but add a flat \$10 fee increase and maintain resident priority registration. The new fee policy would be effective with the winter programs.

Council discussed alternative fee structures and the idea of creating a membership fee.

Motion to approve the Parks and Recreation Advisory Committee recommendation for amending the Recreation Program Fee policy regarding non-resident fees changing the 50% fee increase to non-residents for participating in Special Interest Classes to a flat \$10 fee increase and maintain the resident priority registration policy (Brown/Oliphant)

Council discussed further how instructors are paid; loss of park impact fee revenue and taxes paid by residents; and increased spending in Town businesses by more participants.

Vote: 6-1 (Gad)
Motion Passed.

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 the Maricopa County trail in the Sonoqui Wash and along Chandler Heights Road.

Discussion held at Work Study Session.

14. Presentation and discussion on the Sidewalk Gap Analysis.

Discussion held at Work Study Session.

15. Adjournment

The meeting was adjourned at 9:25pm.



Requesting
Department:
Management Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: KIM CLARK, SR. FINANCIAL SERVICES ANALYST
YOLANDA BRACAMONTE, CONTROLLER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF
EXPENDITURES \$25,000 AND OVER**

DATE: August 1, 2012

Staff Recommendation:

Staff recommends approval of expenditures \$25,000 and over.

Proposed Motion:

Move to approve Town expenditures \$25,000 and over, pursuant to Town purchasing policy.

Discussion:

The following item being requested is:

1. Sales Tax Auditor

See attachment for additional explanation on the above expenditure.

Fiscal Impact:

The initial fiscal impact of the requested spending authority for the above expenditure is \$48,000 for FY13. Funds have been identified within the line item budget as approved in the 2012-2013 fiscal year budget.

Alternatives:

1. Council could choose not to approve.

Attachments:

- A detailed list of requested expenditure.

Attachment: Expenditures \$25,000 and over

**For Fiscal Year 2013
August 1, 2012**

Item #	Vendor	Description	Purpose	Requesting Dept	Fiscal Impact \$	Procurement Method
1.	Albert Holler & Associates	Sales tax auditor	This is to cover annual expenditures for Sales Tax Auditing services for FY 12/13. There shall be a minimum of an approved 18 sales and use tax audits per year.	Finance	\$48,000.00	Professional Service



Requesting Department:
Economic Development

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR
MARNIE SCHUBERT, PUBLIC INFORMATION OFFICER

RE: DISCUSSION AND POSSIBLE ACTION FOR APPROVAL OF A CONTRACT WITH VISION INTERNET PROVIDERS, INC IN AN AMOUNT NOT TO EXCEED \$26,500 FOR UPGRADES TO THE TOWN'S WEBSITE CONTENT MANAGEMENT SOFTWARE AND WEBSITE REDESIGN SERVICES.

DATE: AUGUST 1, 2012

Staff Recommendation:

Staff recommends approval of a contract with Vision Internet Providers, Inc. in an amount not to exceed \$26,500 for upgrades to the Town's website content management software and website redesign services.

Relevant Council Goal(s):

KRA 2, Goal 2: Enhance opportunities for resident participation in Town decision-making and keep residents educated and informed through community events and outreach programs.

KRA 6, Goal 2: Implement a community-marketing plan tied to mission, vision and values through a comprehensive branding effort.

Proposed Motion:

Move to approve a contract with Vision Internet Providers, Inc. in an amount not to exceed \$26,500 for upgrades to the Town's website content management software and website redesign services.

Discussion:

The Town Council approved a contract with Vision Internet Providers, Inc. in 2007 to design and host the Town's website, which included an automated content management system so that individuals throughout the organization could update and maintain information.

In the technology industry, needs change quickly, and it is considered a best practice to upgrade a website every five years in order to adapt to new technologies and new automations that are available.

Since the Town's original contract with Vision Internet, the role of social media has dramatically changed the way the Town communicates and how residents use the website. The proposed contract does include a more automated system for posting updates to Facebook, Twitter, Flickr and YouTube.

The Town has also initiated a tourism campaign to encourage visitors to the Phoenix Metropolitan area to come experience Queen Creek's "convenience of the city, comfort of the country." The proposed redesign would change the focus of the site's homepage to increase the emphasis on tourism and economic development.

In addition to the changes in communication's focus to the points above, the content management system (CMS) is out-of-date, causing staff to spend a great deal of additional time when posting/sending information. The current CMS is not compatible with Google Chrome or some other browsers, making it more challenging for staff, and making the site less attractive to viewers.

This proposed redesign also includes a mobile site, which would make the website easily viewable on mobile devices such as iPhone, Droid, iPad, Kindle Fire, etc. This feature is increasingly vital in our mobile-focused world.

Conversion to a new, upgraded site:

- The Town's website currently consists of approximately 600 pages of content, with thousands of documents and images. This proposed contract includes migration of content to the new site.
- A new site would provide a better opportunity to market the Town's tourism campaign and social media sites on the homepage without sacrificing space for the calendar, news releases or other highly valued features.
- The new mobile accessibility of the new site would open the door to the Town's use of a mobile application in the future, increasing the visibility of the community to tourists, as well as encouraging residents to "be a tourist in their own town."

Fiscal Impact:

If Town Council approves the Vision Internet contract at \$26,500, funds would come from the Communications & Marketing General Services budget line.

The \$26,500 fee does not include annual maintenance or hosting. That cost is currently housed in the Information Technology budget, and is \$4,800 per year. This fee does allow the Town to receive unlimited technical assistance from Vision Internet, and after five years of hosting at that level, the Town will be

entitled to a free website redesign. This is an upgraded feature that Vision Internet only recently announced to its customers.

Alternatives:

- Town Council could choose not to purchase the upgraded Vision Internet software and continue the current method of operations regarding the website. The ramifications of this decision are an increased amount of staff time dedicated to maintaining the site, a lack of mobile presence and incompatibility with newer browsers, including Google Chrome.
- Although funds have been budgeted for the 2012-13 fiscal year, the Town Council could choose to delay consideration of this contract until the 2013-2014 fiscal year. This would delay implementation of the Town Manager's customer service initiative.
- The Town Council could direct staff to work on website redesign and research and implement an open-source content management system. This would be a multiple-year project.

Attachments:

Contract with Vision Internet Providers, Inc.



vision internet

2530 Wilshire Blvd. 2nd fl
Santa Monica CA 90403

888.263.8847 / 310.656.3100
310.656.3103 fax
info@visioninternet.com
www.visioninternet.com

June 29, 2012

Town of Queen Creek
22350 S. Ellsworth Road
Queen Creek, AZ 85242

Re: Enhancements #11

To Whom It May Concern,

This document, Enhancements #11, represents and describes additional work for the Town of Queen Creek website. Please review this and Addendum #11 below. If our services meet your expectations, please sign Addendum #11 and initial each page of this document.

Scope of Services

VCMS™ 6.0 Upgrade

Because the Town of Queen Creek is already a client, we can provide a cost effective upgrade to our advanced VCMS™ Version 6.0, retaining much of the advanced functionality of your current site while providing many new features.

We are very excited at the prospect of upgrading your website to the latest version of the Vision CMS™. When your website launched it was recognized as one of the best city websites in the country. While we believe it is still a great website, the Vision CMS™ has incorporated many new innovations that will make managing your website easier. To further enhance your VCMS 6.0 experience, we will migrate up to 600 pages of content from your present website.

Our current content management system is built upon .NET technology, incorporates new tools and improved functions, and is easier to use. The staff will see and appreciate the difference! For your convenience, I have put together a list of improvements over your current version:

CONTENT EDITING AND MANAGEMENT

- Ability to paste from MS Word
- Format stripper to remove all formatting to apply format from the style sheet
- Table wizard to simplify table creation
- Support for inserting special symbols into content
- Undo and Redo tools
- Ability to incorporate YouTube videos into pages

Town's Initials _____

Contractor's Initials _____



- Improved Photo Gallery management capabilities
- Multiple file and image upload (to Document Central and Image Library)
- Reports for expired and edited content
- Audit report (what content was changed when and by who)
- Trashcan with ability to recover deleted content

ACCESSIBILITY

- Automatic alt tags for images
- Ability to add tags to tables without coding

SITE ADMINISTRATION

- Simplified and more intuitive security configuration
- Separation of content and security permissions
- Simplified and improved user administration
- Easier to change images on the homepage
- Editable shortcut links, buttons, and footers
- Simplified ability to change homepage and header dropdown menus
- Friendly URL Manager

NEWS AND EVENTS

- Sticky news allows article to stay at the top of the news list
- Blog layout for news items
- Day, week, and month views of calendar
- Sub-calendar or news pages (that limit view to specific news or calendar categories) can be created anywhere in the site's navigation
- Site visitors can add events to Google, Yahoo, and other iCalendar compatible Calendars
- Bookmark and Share to share your content with popular social networking sites
- RSS Feeds that allow users to syndicate content from your website to readers such as My Yahoo, iGoogle, My MSN, etc.
- RSS FeedReader that allows you to syndicate content from other websites into your website.

USER EXPERIENCE

- Same-page editing (no popup)
- Printable Pages improvements (no popup)
- The ability for your users to change font size
- A homepage collage that is linkable and can have alt-tags assigned to it
- Improved photo gallery
- Job postings directory
- RFP postings directory

Town's Initials _____

Contractor's Initials _____



- Staff Directory
- Service Directory
- Facility Directory
- Google Site Search

OTHER

- "Emergency Alerts" appear along the top of each page in case of an emergency.
- Form/Survey Tool supports more advanced form functions and stores submitted records in a database for retrieval and reporting
- The ability to link documents to folders in the Document Central
- Advanced Business Directory for a filterable list of local businesses

While we believe the most important tools and functions carry over to the new version, not all functions from your current content management system are included in the new .NET version. Please note that customizations or integrations created by your staff will not carry over. You would be responsible for identifying these customizations and implementing them in the new system.

Services	Budget
VCMS™ 6.0 Upgrade	\$8,000

Additional Components

In addition to the features included with your VCMS™ upgrade, we will also provide the following components to further improve your website's performance. Below are details on these features.

ONECLICK SOCIAL NETWORKING™

The innovative OneClick Social Networking™ component will allow your staff to post content to your website and to the most popular social networking sites, such as Twitter and Facebook, with one click - saving your staff precious time and helping you broadcast your news, alerts, events and other notices easily and selectively all across the web. OneClick Social Networking™ works by generating an RSS feed of each component, which can be connected to Twitter, Facebook and any other tool that allows importing of RSS feeds using a third party service.

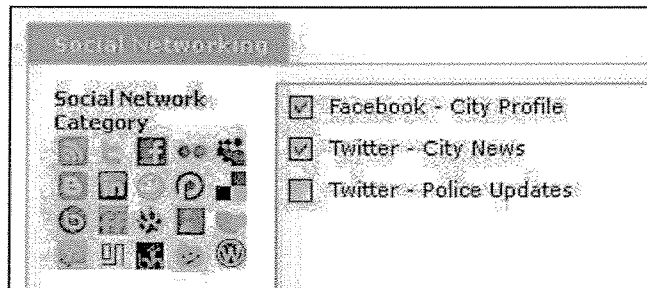


Figure 1: The OneClick Social Networking™ component lets you post content to social networking sites such as Facebook and Twitter.

Our OneClick Social Networking™ component integrates with the included Dynamic Calendar System, Job Postings, News and Newsletters, and RFP Postings components.

Town's Initials _____



VISIONMOBILE™

visionMobile™ dynamically converts all standard web pages and key components, such as the Calendar, News and Newsletters, Job Postings, and FAQs, to your mobile website. Updates remain simple and easy with dynamic posting to the traditional website and the mobile version. Also, intuitive navigation allows users to go through all page levels with ease. Your website will be compatible with all major smart phones including iPhone, Blackberry, Android, Windows Mobile phones and more.

In order to implement visionMobile™, Vision Internet will do the following:

- Vision Internet will create a design for the mobile interface.
- Vision Internet will modify the existing website code to add the ability for the site to detect when a user is visiting from a smart phone and send them to the new mobile format.
- visionMobile™ will be compatible with iPhone OS Safari 4, Android Chrome 4, Windows Mobile OS IE 6, BlackBerry Browser 4.5 and 5.0, Opera Mini 4 and 5, and Palm webOS.
- visionMobile™ may not be compatible with previous or future versions.



Figure 2: visionMobile™ will make your website compatible with all major smart phones including iPhone, Blackberry, Android, Windows Mobile phones and more.

Service	Budget
OneClick Social Networking™	\$1,500
visionMobile™	\$2,000

Town's Initials _____

Contractor's Initials _____



Graphic and Navigation Redesign

GRAPHIC REDESIGN

Vision Internet's creative ability and expertise will allow us to develop compelling graphic design to make your website look great, while maintaining its usability. We will work very closely with your staff to establish a design for the website that reflects your unique identity.

Included in our scope of work, we will provide the Town with up to three different homepage design concepts for your approval. You will select one for implementation in the website. We will also create up to three interior page designs. These interior page templates can be applied to your website's departmental pages, providing a consistent overall look.

Towards the end of the design phase, we will deliver the following:

- Approved homepage design
- Up to three interior page templates

SITEMAP

Included in your scope, Vision Internet will consult with your staff on how best to reorganize your website's content. For your website, we recommend organizing information by department, topic, and/or target users. Keep in mind that the average resident does not know the organizational structure of the Town, nor needs to. Our approach allows users to find information in the variety of ways that are most important to them. This is a solution we use on many of our government websites making it easy for visitors to find information. This is because content is available through multiple "paths" making it simple for users to search the site regardless of their preferred method. Towards the end of our consulting, we will deliver:

- Approved sitemap

Service	Budget
Graphic and Navigation Redesign	\$15,000

Town's Initials _____

Contractor's Initials _____



Total Price for Services

Below is the total cost for the services described in Enhancements #11.

Service	Budget
VCMS™ 6.0 Upgrade	\$8,000
OneClick Social Networking™	\$1,500
visionMobile™	\$2,000
Graphic and Navigation Redesign	\$15,000
Total	\$26,500

Included in this project is migration of up to 600 pages of website content.

If you have any questions regarding the above mentioned proposed item, please feel free to contact Ashley Fruechting. We look forward to further discussing how Vision Internet can provide the Town of Queen Creek with solutions for its website needs.

Sincerely,

Steven B. Chapin
President, Vision Internet Providers, Inc.

Town's Initials _____

Contractor's Initials _____



Addendum #11

This Addendum #11 ("Addendum") specifies additional work to the Town of Queen Creek Consulting Contract dated June 6, 2007 ("Agreement"). Town of Queen Creek ("Town") desires Vision Internet Providers, Inc. ("Contractor") to perform work specified in Enhancements #11, attached hereto and incorporated herein by this reference.

1. Price: Contractor agrees to perform work for \$26,500.

A. Town agrees to pay Contractor as follows:

- (i) An initial payment equal to 50% of the total cost;
- (ii) A payment equal to 50% of the total cost upon completion of the work.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

AGREED:

TOWN OF QUEEN CREEK

DATE: _____ By: _____

Print Name _____ Print Title _____

VISION INTERNET PROVIDERS, INC.

DATE: _____ By: _____

STEVEN CHAPIN Title: President

Town's Initials _____

Contractor's Initials _____



Requesting Department:

Economic Development

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR

FROM: MARNIE SCHUBERT, PUBLIC INFORMATION OFFICER

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A
SPONSORSHIP AGREEMENT WITH 10/13 COMMUNICATIONS,
LLC DOING BUSINESS AS THE EAST VALLEY TRIBUNE**

DATE: AUGUST 1, 2012

Staff Recommendation:

Staff recommends approval of the sponsorship agreement with 10/13 Communications, LLC., doing business as the East Valley Tribune.

Relevant Council Goal(s):

KRA 2, Goal 2: Enhance opportunities for resident participation in Town decision-making and keep residents educated and informed through community events and outreach programs.

KRA 6, Goal 2: Implement a community-marketing plan tied to mission, vision and values through a comprehensive branding effort.

Proposed Motion:

Move to approve a sponsorship agreement with 10/13 Communications, LLC, doing business as the East Valley Tribune.

Discussion:

Starting in 2009, the Town has maintained a positive partnership with the East Valley Tribune (initially owned by Freedom Communications, Inc., now 10/13 Communications, LLC) which has included sponsorships for the grand opening of Horseshoe Park and Equestrian Centre (HPEC), special event promotion and a quarterly special section to highlight Recreation classes, HPEC events, public safety information and community outreach events.

After years of successful partnership, the Tribune is again interested in pursuing a one-year contract with an optional one-year extension.

Benefits:

There are significant and substantial benefits to the proposed agreement, including:

- Receipt of services (layout, printing and distribution) through the production of the recreation brochure that would otherwise cost the Town approximately \$40,000-\$60,000 annually.

The brochures would be published quarterly in the months of August and November of 2012 and February and May of 2013, with 10,000 copies printed and delivered to the Town for distribution at facilities and events throughout the quarter.

The brochures would be printed in a combination of color and black/white, on upgraded, bright white newsprint. The brochure would only contain editorial content that is supplied by the Town of Queen Creek, which would be edited and supplied by Communications & Marketing (the Town would not control the advertising - that would be sold by the Tribune). The total number of pages would depend on the number of ads that the Tribune is able to sell. The Town would contribute and have control of the content for each publication.

- The Tribune would also provide racks that could be provided to local businesses that opt to distribute the section.

Potential Detriments:

While the benefits far outweigh the detriments, as a matter of due diligence, some minor detriments are identified with the proposed agreement:

- Although the Town does have final approval for all advertising purchased in the sections, some advertising may be purchased by businesses that compete with the Town's recreation programs.
- There is no cost to the Town for this program, but the Town would also not gain any revenue from the sale of advertising, as those fees from advertisers cover the cost of the Tribune printing the section.
- Staff time would be required to distribute the sections, although this does provide an opportunity for positive interaction between Town staff and business owners.

Fiscal Impact:

There is no cost to the Town to enter into the proposed agreement. The services received by the Town from the Tribune would be at no cost.

There would be a significant savings associated with the Tribune's production of the recreation brochure estimated at \$40,000-60,000 annually. The alternative is to continue mailing just the recreation class brochure to residents.

Alternatives:

1. The Town Council could choose not to approve the agreement with the Tribune. The consequence of this is that the Town's recreation brochure would be the only printed way to communicate recreation class offerings to residents. While this option allows the Town to determine its own look, distribution and additional content, it is very limited in size, and printing a larger brochure, as well as the extra copies needed for distribution in public spaces is cost-prohibitive.
2. The Town Council could direct staff to find alternative funding to produce and distribute the recreational brochure. If the Town sold advertising in the brochure to offset costs, additional staff time would be required to sell advertising, design ads and coordinate with clients.

Attachments:

Sponsorship Agreement 10/13 Communications, LLC

EXHIBIT A

The Tribune will provide to Town the following special sections package:

1. Four (4) tabloid special sections for Town to use to promote its recreational opportunities and events. These sections are anticipated to be published quarterly, with the specific production and distribution schedule for each section to be mutually agreed upon.

A. The sections will be a minimum of eight (8) pages and may include some color pages at the Tribune's discretion, depending upon availability.

B. A quantity of ten thousand (10,000) sections will be printed and delivered to the Town on the agreed upon dates listed below, such that 40,000 sections will be printed in total. The Town will then distribute the sections to businesses and locations across the community.

- B1. August 3, 2012
- B2. November 5, 2012
- B3. February 4, 2013
- B4. May 6, 2013

C. Editorial content, photos and cover artwork will be provided by Town, with the Tribune responsible for design and production. Town acknowledges that materials are generally due four to six weeks in advance of the print date.

D. The Tribune may sell advertising in these sections and will retain the revenue earned, with Town having approval of the advertisers to be included. It is agreed that the final page count of the section will be based on a ratio of five and a half (5.5) pages of editorial to two and a half (2.5) pages of advertising in an eight page section, and ten (10) pages of editorial to six (6) pages of advertising in a sixteen page section.

E. The Tribune will provide racks for the sections to be placed in businesses, with a minimum delivery of ten (10) racks.

F. The Tribune will provide a digital copy of each special section, to be posted on the Town's website and social media page(s).

TOWN OF QUEEN CREEK SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this "Agreement") made this _____ day of July, 2012, by and between the TOWN OF QUEEN CREEK, an Arizona municipal corporation ("Town"), and 10/13 COMMUNICATIONS, LLC, a Nevada limited liability company, DBA East Valley Tribune ("Tribune"), for the purpose of setting forth the terms and conditions pursuant to which Tribune will provide certain newspaper special sections and other coverage of Town activities (the "Sponsorship") and Town will provide the Tribune with certain rights to publicize the Tribune, all as more specifically set forth in this Agreement. Town and Tribune may be referred to herein, individually, as a "Party," and collectively as the "Parties."

1. SPONSORSHIP PROGRAM

1.1. Special Sections Package. To support certain Town special events and activities, the Tribune agrees to print and provide quarterly special sections to Town, for the consideration set forth herein (the "Special Sections Package"). The Special Sections Package is described in Exhibit A to this Agreement, which is hereby incorporated into this Agreement.

1.2. Tribune Recognition. The Town will recognize the Tribune's partnership with the Town in the manner set forth in Exhibit B, which is hereby incorporated into this Agreement.

2. **TERM OF AGREEMENT.** This Agreement shall remain in full force and effect during the period from July 18, 2012 through July 17, 2013 (the "Term").

3. COMPLIANCE WITH LAWS.

3.1 Agreement Subject to Law. Tribune agrees that the rights and privileges granted by this Agreement are subject to all applicable ordinances, regulations, laws and policies of the Town of Queen Creek, the State of Arizona, and the United States of America.

3.2 Compliance with Federal Immigration Laws and Regulations. Tribune hereby warrants that Tribune complies with: (i) all Federal Immigration laws and regulations that

relate to Tribune's employees; and (ii) Arizona Revised Statutes § 23-214(A) concerning the e-verify program. Tribune acknowledges that, pursuant to Arizona Revised Statutes § 41-4401, a breach of the foregoing warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with the foregoing warranty. The Town will not consider Tribune or any of its subcontractors in material breach of the foregoing warranty if Tribune and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §§ 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

3.3 Business Operations in Sudan and Iran. Tribune hereby certifies to the Town that:

(i) Tribune does not have "scrutinized" business operations in Sudan, as that term is defined in Arizona Revised Statutes § 35-391; and

(ii) Tribune does not have "scrutinized" business operations in Iran, as that term is defined in Arizona Revised Statutes § 35-393.

Tribune acknowledges that, in the event either of the certifications to the Town by Tribune contained in this section is determined by the Town to be false, the Town may terminate this Agreement and exercise other remedies as provided by law, in accordance with Arizona Revised Statutes §§ 35-391.06 and 35-393.06.

3.4 Conflict of Interest. Pursuant to the provisions of Arizona Revised Statutes § 38-511, the Town may cancel this Agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension hereof is in effect, an employee of Tribune in any capacity or a consultant to Tribune with respect the subject matter of this Agreement.

4. CONTACT PERSONS. The Town contact person for this Agreement is Marnie Schubert, Chief Marketing & Public Information Officer, and the Tribune contact person is

Kent Johnson, Tribune Advertising Director. Either Party may nominate a different contact person by providing written notice thereof to the other Party.

5. **COMPLETE AGREEMENT.** This Agreement contains the entire agreement between Tribune and the Town relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written are merged herein.

6. **GOVERNING LAW; JURISDICTION AND VENUE.** This Agreement shall be governed by and construed or enforced in accordance with the laws of the State of Arizona without reference to conflict of laws principles. In regard to any litigation which may arise in regard to this Agreement, the Town and Tribune shall and do hereby submit exclusively to the jurisdiction of, and hereby agree that the proper venue shall be exclusively in, the Superior Court of Maricopa County, Arizona.

7. **NO PARTNERSHIP.** Any and all provisions, implications, or interpretations of or from this Agreement to the contrary notwithstanding, no partnership, joint venture or other relationship is created, implied or acknowledged between or among the Parties.

8. **NO ASSIGNMENT.** Neither Party may assign its interest under this Agreement and any such attempted assignment shall be null and void.

9. **EXPIRATION OF RIGHTS.** Any rights granted to Tribune hereunder but not fully exercised during the Term shall automatically expire and terminate upon the expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties have executed and caused to be signed by their duly authorized representatives, this Agreement on the date first written above.

TOWN OF QUEEN CREEK, an Arizona municipal corporation

By: _____
Gail Barney, Mayor

Approval of Contract Administrator:

By: _____
John Kross, Town Manager

Attest:

By: _____
Jennifer Robinson, Town Clerk

Reviewed as to form:

By: _____
Fredda J. Bisman, Esq.
For Mariscal, Weeks, McIntyre & Friedlander, P.A.
Attorneys for the Town

10/13 COMMUNICATIONS, LLC, a Nevada limited liability company

By: _____
Name:
Its:

EXHIBIT B

Town will provide to the Tribune:

1. Exclusivity as the Town's print and online news media partner during the Term. For the purposes of this Agreement, the term "print and online news media partner" means only recognition by the Town as an event sponsor, on the terms set forth herein, in exchange for advertising placement in print and online news outlets. The Town reserves the right to purchase from any third party additional advertising in any medium.
2. Tribune shall have the right to renew this agreement to provide for a new term from July 17, 2013, to July 17, 2014, and an additional Special Sections Package, under the terms provided for herein. To exercise such right to extend the Term, Tribune shall provide written notice to Town of such exercise no later than June 15, 2013.
3. A list of distribution points for copies of the special sections, to be listed on the Tribune's website.

Requesting Department:

Utility Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: PAUL GARDNER, UTILITY SERVICES DIRECTOR
GREG HOMOL, FIELD OPERATIONS SUPERINTENDENT
GREG FLYNN, SR. FINANCIAL SERVICES ANALYST**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A CONTRACT AMENDMENT #2
WITH IN-PIPE TECHNOLOGY COMPANY (IPTC) IN AMOUNT NOT TO EXCEED
\$31,000 FOR SEWER ODOR AND CORROSION CONTROL SERVICES**

DATE: August 1, 2012

Staff Recommendation:

Staff recommends the approval of a contract amendment with In-Pipe Technology Company in an amount not to exceed \$31,000 for sewer odor and corrosion control services.

Relevant Council Goal(s):

KRA 5: FINANCIAL MANAGEMENT / INTERNAL SERVICES AND SUSTAINABILITY: Queen Creek will strive to achieve maximum operating efficiencies to ensure long-term fiscal sustainability, necessary services and a high quality of life for residents.

Proposed Motion:

Move to approve as recommended above.

Discussion:

The Town wishes to amend and extend the contract with In-Pipe Technology for odor and corrosion control of the sewer collection system. In-Pipe Technology, Inc. has been providing odor and corrosion control services to the Town over the past 3 months as part of a pilot program initiated primarily to reduce sewer maintenance costs and find a better solution to sewer odor and corrosion control.

In-Pipe Technology Company (IPTC) utilizes a patented collection system treatment has, over the initial term of the contract, helped reduce hydrogen sulfide vapors that produce odors and corrosion in the Queen Creek's sewer collection system.

Odor and corrosion control has not been a major issue for the Town of Queen Creek, but at times the Town has experienced isolated odor control incidents. Oftentimes, the odor problem emanates from the discharge of pressurized air being forced from the sewer mains when the wastewater sits idle for hours under anaerobic conditions and then has a peak flow. Since the implementation of the pilot program, hydrogen sulfide vapors have been reduced, and the Wastewater Division would like to extend the In-Pipe services through August and September to see if further reductions through the hot weather months can be achieved, thus providing the Town with a more cost effective alternative to chemical treatment if successful.

In-Pipe Technology (IPT) engineers a biological treatment strategy that reduces odors in the collection system and reduces treatment costs as well as improving operations at the Wastewater Treatment Plant (WWTP).

This is accomplished by In-Pipe by enhancing the microbial community such that the IPT bacterial replace the endemic, odor-producing bacteria and establish a beneficial bio-film on the sewer pipe walls resulting in an effective odor and corrosion control.

In addition to odor and corrosion control In-Pipe Technology biological treatment strategy reduces existing FOG (fats, oils, grease) accumulations in the sewer pipes by as much as 90%. FOG accumulation can lead to blockages and overflows in the Town's sewer collection system. Sewer cleanouts can be very expensive and can drive up the cost of the Town's sewer maintenance program. In-Pipe Technology bacteria break down and metabolize the FOG in the piping and lift stations, minimizing potential overflows and costly manual cleaning.

Overall, In-Pipe Technology's odor and corrosion control services may provide many benefits to the Town, but ultimately this service may improve the economics of wastewater treatment.

Fiscal Note:

Adequate funding to cover the cost of the odor and corrosion reduction services provided by In-Pipe Technology is available within the Sewer Enterprise Fund's FY13 budget in account: 201-432-2000-00000-404317.

Alternatives:

If the Town Council chooses not to approve this contract amendment, Town staff would have to identify alternatives, including finding another vendor and/or re-evaluating other odor and corrosion control treatment options. Odor and corrosion control and reduction services are a continuing normal operating expenditure for the Town's sewer maintenance and treatment program and although the methods of the odor and corrosion control treatment has changed over the years by advancements in technology, this program has existed in some form since the inception of the Town's sewer collection system.

Attachments:

- 1) In-Pipe Contract Amendment #2

SECOND AMENDMENT TO SERVICE AGREEMENT

THIS SECOND AMENDMENT TO Odor and Corrosion Control of Sewer Collection System AGREEMENT (this "Second Amendment") is made and entered into effective as of the 02 day of July, 2012 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and In-Pipe Technology Company, Inc., an Illinois corporation ("Vendor"). Town and Vendor are sometimes referred to in this Second Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Agreement for odor and corrosion control of the sewer collection system dated February 6, 2012, which was thereafter amended: **First Amendment - June 11, 2012** (collectively the "Original Agreement"). All capitalized terms used without definition in this Amendment shall have the definitions ascribed to them in the Original Agreement, as modified by this Second Amendment.

B. The Parties now desire to amend the Original Agreement upon the terms and conditions contained in this Second Amendment.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Original Agreement as follows:

1. Article 2. FEES is amended by modifying the following sentence in section no. 1, Article 2, as indicated below with deletions as ~~strikeout~~ text and new text in bold italics:

The amount paid to Vendor under this Contract, including reimbursable expenses, shall not exceed ~~\$23,200~~ ***\$31,000***

2. Article 2. FEES is amended by modifying the following sentence in section no. 2, Article 2, as indicated below with deletions as ~~strikeout~~ text and new text in bold italics:

Vendor shall be paid according to the schedule set forth in ~~Exhibit C~~ ***Exhibit E***

3. Article 3. TERM OF CONTRACT is amended by modifying the following sentence in section no. 3, Article 3, as indicated below with deletions as ~~strikeout~~ text and new text in bold italics:

The term of the Contract shall commence on the *Effective Date and continue through completion of all Services, which shall be completed on or before September 30, 2012.*

4. Reaffirmation of Original Agreement. Except as amended by this Second Amendment, the Original Agreement shall remain in full force and effect. In the event of any conflict between this Second Amendment and the Original Agreement, the terms of this Second Amendment shall prevail.

5. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Amendment may be transmitted between them via facsimile. The Parties intend that the faxes signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

[Signature page follows]

A handwritten signature in dark ink, appearing to be initials or a stylized name, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date set forth above.

Town of Queen Creek, an Arizona Municipal Corporation

Approval of Town Council,

By: _____
Gail Barney, Mayor

Approval of Contract Administrator,

By: _____
John Kross, Town Manager

ATTEST:

Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM BY:

Attorney for the Town

In-Pipe Technology Company, Inc., an Illinois corporation

Date: 2/10/12

By: [Signature]
Its: JIM ELLIOTT
Vice President

Requesting Department:
Town Manager



TO: HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM: PATRICK FLYNN
ASSISTANT TOWN MANAGER/CHIEF FINANCIAL OFFICER**

**WENDY KASERMAN
ASSISTANT TO THE TOWN MANAGER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF
ORDINANCE 516-12 AMENDING TOWN CODE 8 (A) BY
CORRECTING THE SECTION REFERENCE FOR TRANSIENT
LODGING WITHIN THE TOWN OF QUEEN CREEK TAX CODE
FROM 8A-447.1 TO 8A-447**

DATE: AUGUST 1, 2012

Staff Recommendation:

Staff recommends the Town Council approve Ordinance 516-12 amending Town Code 8(A) by correcting the section reference for Transient Lodging within the Town of Queen Creek Tax Code from 8A-447.1 to 8A-447.

Relevant Council Goals:

KRA 5: FINANCIAL MANAGEMENT/INTERNAL SERVICES AND SUSTAINABILITY

Proposed Motion:

Move to approve Ordinance 516-12 amending Town Code 8(A) by correcting the section reference for Transient Lodging within the Town of Queen Creek Tax Code from 8A-447.1 to 8A-447.

Discussion:

The Town of Queen Creek, like all other cities and towns in Arizona, uses the Model City Tax Code (MCTC) as the basis for its local transaction privilege taxes. The MCTC was originally adopted to provide for a greater degree of uniformity among local transaction privilege taxes while also giving individual cities and towns to ability to determine which items are taxed as well as the exemptions

thereby leaving the determination of the local tax base up to the individual city or town council.

In 2002 the Mayor and Town Council adopted Ordinance 230-02 which made several amendments to the Town of Queen Creek Tax Code. One of the amendments was setting a 3% tax rate on transient lodging which the ordinance incorrectly identified as Section 8A-447.1 in the Town of Queen Creek Tax Code. The correct section reference for transient lodging within the Model City Tax Code and the Town of Queen Creek Tax Code should be 8A-447.

Ordinance 516-12 is a technical correction that amends Ordinance 230-02 to revise the section reference for transient lodging from 8A-447.1 to 8A-447. The ordinance does not impact tax rates or what is taxed per the Town of Queen Creek Tax Code.

Fiscal Impact:

The Town does not currently have any businesses remitting transient lodging taxes to the State Department of Revenue. Therefore there is no immediate fiscal impact to approving Ordinance 516-12. However, if in the future a business that should pay the tax were to locate in Town and we had not corrected the section reference; the tax could potentially be challenged.

Alternatives:

The Town Council could choose not to approve Ordinance 516-12 however as stated in the fiscal impact section above not correcting the section reference could present challenges with collecting the tax in the future.

Attachments:

Ordinance 516-12

ORDINANCE 516-12

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING ORDINANCE 230-02 TO CORRECT THE SECTION REFERENCE FOR TRANSIENT LODGING WITHIN THE TOWN OF QUEEN CREEK TAX CODE

WHEREAS, the Mayor and Town Council of the Town of Queen Creek adopted Ordinance 230-02 on December 4, 2002; and

WHEREAS, the ordinance set a three (3)% tax rate on transient lodging which it identified as Section 8A-447.1 in the Town of Queen Creek Tax Code; and

WHEREAS, the correct section reference for transient lodging in the Town of Queen Creek Tax Code should be 8A-447.

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

Section 1. Ordinance 230-02 is amended to refer to Section 8A-447 Transient Lodging. The .1 following Section 8A-447 in Ordinance 230.02 is hereby deleted.

PASSED AND ADOPTED BY the Mayor and Town Council of the Town of Queen Creek, Maricopa County, this 1st day of August, 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

Requesting Department:
Town Manager
Town Clerk



TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER
FROM: Jennifer Robinson, Town Clerk
RE: Council Committee Appointments
DATE: August 1, 2012

Proposed Motion:

Motion to approve the Council appointments to Committees.

Discussion:

The Town Council creates committees and appoints the members of such committees. In accordance with the revised Standard Form Bylaws for Town Committees, Board and/or Commissions adopted by Council on February 17, 2010, members of the Town Council may be appointed to those committees. Appointments are usually reconsidered each June. With the resignation of former Council Member John Alston the appointments were continued so that the appointed Council Member's (Jason Gad) preferences could be considered also.

Council Members were asked to indicate their preference for what committee(s) each would like to serve on. Based on those responses and considering current appointments, Council Member availability, committee meeting schedules and priorities, the Mayor is recommending the following appointments be made:

Vice Mayor Robin Benning

Transportation Advisory Committee
Central Arizona Governments (CAG) Regional Council
Pinal County Governmental Alliance
Phoenix-Mesa Gateway Authority Board (Alternate)
(As Vice Mayor, may also represent Mayor on other committees and duties as necessary)

Craig Barnes

Budget Committee
Town Center Committee

Jeff Brown

Budget Committee
East Valley Partnership Board of Directors

Jason Gad

Economic Development Commission
Central Arizona Governments (CAG) – Alternate
Pinal County Governmental Alliance - Alternate

Dawn Oliphant

Budget Committee - Chair
Parks & Recreation Advisory Committee
Town Center Committee

Julia Wheatley

Economic Development Commission
East Valley Partnership Economic Development Committee

The Mayor's committee assignments remain the same due to requirements of the member agency, or in the case of the Public Safety Retirement Board, designation by town ordinance.

Mayor Barney

MAG (Maricopa Association of Governments) Regional Council
MAG Executive Committee
MAG Economic Development Committee
Phoenix-Mesa Gateway Airport Authority Board
Maricopa/Northern Pinal Gateway Alliance - Chair
Queen Creek Public Safety Retirement Board

Fiscal Impact:

N/A

Alternatives:

The Council could choose to delay approval of these appointments.

Attachments: Standard Form By-laws



EXHIBIT "A"

Amendment to Standard Form Bylaws for Designated Town Committees Revised 2/17/2010

Section I: Purpose and Applicability

The purpose for establishing bylaws for citizen advisory committees is to maximize public involvement in the public policy-making process at all levels possible. The Queen Creek Town Council desires to include as many people as possible on Town committees and has adopted annual goals establishing citizen involvement and general public outreach as a priority for Queen Creek.

These bylaws for governance of Town committees are applicable to the following Town committees and all future committees so designated by the Town Council: AIR Group, Community Policing Advisory Committee, Development Fee Working Group, Finance Review Task Force, Fire/EMS Service Committee, Housing Rehab Committee, Library Advisory Committee, Parks and Recreation Advisory Committee, Police Services Task Force, Redevelopment Advisory Steering Committee, San Tan Foothills Specific Area Plan TAC, SRP Task Force, Transportation Advisory Committee.

Section II: Membership, Roster, Council Liaison, Residency Requirement and Terms of Office

- (a) Member terms are staggered such that the entire committee would not need to be appointed or reappointed at the same time. At the time members are first appointed to any committee, six members of an 11 member committee shall be appointed for one-year terms. Successive appointments shall be for two-year terms. (In the event that a committee, at the time it is first appointed, has fewer than 11 members, members shall be divided evenly between one-year and two-year terms to the greatest extent possible.)
- (b) The Town Council may appoint up to two members from the Town Council to serve as voting members of the 11 member committee. The Town Council may directly designate the Chair or Vice Chair to be a member from the Town Council. If the Town Council does not designate a Council Member to serve as a Chair or Vice Chair, then the committee shall select a Chair and Vice Chair from the existing voting members on the

committee.

- (c) All committee members serve at the pleasure of the Town Council and may be removed without cause at any time by a majority vote of the Council. Any committee created or appointed by the Town Council may, by appropriate rules and regulations, provide additional grounds for the removal of members, but in any event, the Town Council shall have the complete authority to remove members from the committee.
- (d) Every Town committee shall have a minimum of seven (7) members and up to a maximum of eleven (11) members.
- (e) Of the eleven (11) members on each committee, at least nine (9) shall be residents of the Town of Queen Creek. A maximum of two (2) non-residents may be appointed to committees of less than eleven (11) members.
- (f) Although multiple committee memberships are discouraged, the Town Council may appoint the same member to one or more committees as they deem appropriate to serve the needs of the Town.
- (g) Employment with the town disqualifies a citizen from sitting on a committee.

Section III. Staff Assistance

The Town Manager shall have the responsibility to appoint the necessary staff to serve in a support role to the advisory committee. The staff role is advisory and shall not have voting privileges.

Staff assigned to a committee shall be referred to as support staff. The staff person taking the lead role in supporting the committee shall be the Committee Manager.

Section IV. Meeting Quorum, Voting Procedures and Privileges

- (a) The committee shall not conduct any business without the presence of a quorum, defined as a simple majority of the total number of voting members appointed by the Town Council. For example, if there is an eleven member committee, at least six voting members must be present in order to conduct a meeting.

- (b) Only Town resident members shall have voting privileges for each action item on each agenda; may make a motion on any posted agenda item; and may second the motion for discussion and full committee voting.

Section V: Powers and Duties.

Town Committees shall have the following powers and duties:

- (a) At the start of each new fiscal year, every Town Committee shall receive annual approval of its 12-month work program by the Town Council.
- (b) Keep and submit meeting summaries or minutes to the Town Council for information following an official meeting of the committee.
- (c) Advise the Town Council on matters pertaining to the designated committees and work program approved by the Town Council.
- (d) Advise the Town Council on the status of its annual work program and achievement of various initiatives set forth by the Town Council for implementation.
- (e) Advise the Town Council on matters of public policy affecting the community at-large as it relates to the function and mission of the designated committee and its work program.
- (f) Advise the Town Manager on issues pertaining to operations and administration of the Town organization.

Section VI. Committees – General Qualifications of Members.

Attendance Required. Any member of a committee created and appointed by the Town Council may be replaced by the Town Council if s/he:

- (a) Is absent for twenty-five (25) percent or more of the regular meetings within any consecutive 12-month period. The Town Council shall consider removal of the individual from the committee at the next available Town Council meeting. Replacement of an individual who has been removed from a committee shall be considered as soon as reasonably possible.

Section VII. MEMBER APPOINTMENT PROCESS

Any citizen interested in joining a Town committee must complete a Notice of Interest form and submit it to the Town Clerk's office.

- (A) Citizens completing the interest form must rank order (prioritize) their preference for a specific committee (only active committees shall be listed

with an option to check 'other' as well)

- (B) Upon receipt of a Notice of Interest form, the Town Clerk's office shall generate a letter notice of acknowledgement.
- (C) The Town Clerk's office shall keep, maintain, and update all master lists. Master lists include: 1. Committee members; and 2. Interested residents. Notice of Interest forms shall be kept on file at the Town Clerk's office for a period of twelve (12) months. At the end of twelve (12) months Notice of Interest forms will expire. Once a Notice of Interest form has expired, it will be removed from the master list and shredded. At this time, in order to remain in consideration for active committees, applicants must fill out an updated Notice of Interest form and submit it to the Town Clerk's office.

When there is a vacancy on a Town committee, the following appointment process will be followed to fill that vacancy:

- (a) The Committee Manager shall notify the department director of any committee vacancies immediately. The department director shall in turn notify the Town Manager and Town Clerk of the vacancies, and request Notice of Interest forms from the Town Clerk.
- (b) Upon notice of the vacancy, the Town Clerk shall forward Notice of Interest forms to the Committee Manager. If no Notice of Interest forms are on file, advertisements for committee vacancies shall be posted on sites that include, but not limited to the Town web site, *About Town Newsletter*, the weekly update, Channel 11, and additionally, news releases shall be issued. Depending on the time needed to fill a committee vacancy, alternatives to this list may be considered by the department director. Advertising will be done until the vacancy is filled, please note: other forms of advertisement may be used to reach the intended audience.
- (c) The Committee Manager shall review Notice of Interest forms to determine whether the residency requirement has been met for that committee. The Committee Manager shall forward eligible Notice of Interest forms to the Mayor, or designee, and Committee Chair for review.
- (d) The Mayor or designee shall make contact with applicants to discuss the committee meeting schedule and commitments in order to determine their interest and availability.
- (e) Interviews shall be conducted by the Mayor, or if delegated by the Mayor, the Committee Chair (please note: the department director shall be used as the backup, if necessary). The purpose of the interview will be to determine the applicant's background, the individual's availability to serve,

and his/her knowledge and areas of interest in relation to the committee's work program.

- (f) The department director and Committee Chair shall decide which applicant(s) to recommend to the Mayor for membership. The department director shall meet with the Mayor to discuss the recommendation. If the Mayor approves, the Committee Chair shall contact the applicant(s) to confirm their acceptance of the recommendation. Upon confirmation, the Committee Chair shall notify the Committee Manager of the recommendation.
- (g) The Committee Manager shall submit the recommendation as an item for an upcoming Town Council agenda through the department director. The agenda language should be formatted as follows: "consideration and possible approval of the appointment of _____ to the _____ committee."
- (h) The Committee Manager shall develop and submit a staff report through the department director requesting the official committee appointment. Included with the staff report will be a copy of all the Notice of Interest forms received.
- (i) If the Mayor and Town Council approve the recommended appointment, the department director shall prepare a congratulatory letter of appointment with the Mayor's signature to the new committee member within one week of the official appointment. The department director shall also send notices to those applicants who were interviewed but not appointed.
- (j) If the recommended applicant is not appointed by Mayor and Town Council, the Mayor, or if delegated by the Mayor, the Committee Chair must make a new recommendation based on the remaining Notice of Interest forms. If there are no remaining Notice of Interest forms, the committee vacancy shall be advertised as specified in (b) above.
- (k) Upon the appointment of a new committee member, the Committee Manager shall conduct an orientation. The orientation may vary depending on the committee's work plan, but must include at a minimum the following:
 - An overview of the role and authority of committees in the council manager form of government.
 - An introduction to the purpose and mission of the committee, including a summary of the Committee's Bylaws, Committee

Work Plan and committee actions over the last six (6) months.

- Hard copies of the Committee Bylaws, Work Plan, and any additional support materials including budgets and approved plans and maps.
 - A written schedule of meetings and other commitments.
 - Contact information for the Committee Manager and support staff.
- (l) When the orientation has been completed, the Committee Manager shall notify the department director and provide the date of the first meeting the new member will be attending.

Section VIII. INACTIVE COMMITTEES

Town committees which have not met for more than twelve (12) consecutive months are automatically disbanded. A need to re-establish a committee after a twelve (12) month idle period shall require appointment of citizens to the committee through the appointment process detailed in section vii.



Requesting Department:
Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

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

**WAYNE BALMER, AICP
PLANNING ADMINISTRATOR**

**FROM: DAVID WILLIAMS
SENIOR PLANNER**

RE: DISCUSSION AND POSSIBLE ACTION ON SP12-043 "IHOP" A
request by Daniel Bowers of Studio B Squared, on behalf of Romulus Group, for Site Plan Approval for IHOP Restaurant. The proposal consists of a 4,669 square feet building on a site with existing C-2 zoning. The project is located at the northeast corner of the Ellsworth Loop Road and Victoria Lane.

DATE: August 1, 2012

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of SP12-043, subject to the Conditions of Approval outlined in this report.

STAFF RECOMMENDATION

Staff concurs with the Planning Commission's recommendation.

RELEVANT COUNCIL GOAL

General Plan, Town Center Element Goals and Policies, Goal 1, Policy 1C: New public and private development projects in the Town Center should reflect the unique design, land uses and character proposed for the Town Center.

PROPOSED MOTION

1. Move to approve SP12-043 "International House of Pancakes."

SUMMARY

The proposal consists of a request for approval of a site plan for IHOP restaurant to be located in the Queen Creek Fiesta, located at the northeast corner of Ellsworth Loop Road and Victoria Lane. The proposed building is 4,683 square feet designed to seat approximately 200 customers. The applicant is providing 60 parking spaces which meets the parking requirements set forth in the Zoning Ordinance. Additionally, there is a cross parking, cross access agreement for the entire Queen Creek Fiesta to allow for parking on other pad sites as development occurs.

The architecture and landscaping are consistent with the approved designs for the Queen Creek Fiesta.

HISTORY

- December 20, 2006: Town Council approved “Queen Creek Fiesta”, Site Plan and Conditional Use Permit (CU06-089 / SP06-043)

- June 20, 2007: Town Council approved “Queen Creek Fiesta” subdivision (SD06-068)

- July 11, 2012 Planning Commission recommends approval of SP12-043.

DISCUSSION

The proposal consists of a request for approval of a site plan for IHOP restaurant to be located in the Queen Creek Fiesta, located at the northeast corner of Ellsworth Loop Road and Victoria Lane. The proposed building is 4,683 square feet designed to seat approximately 200 customers. The applicant is providing 60 parking spaces which meets the parking requirements set forth in the Zoning Ordinance. Additionally, there is a cross parking, cross access agreement for the entire Queen Creek Fiesta to allow for parking on other pad sites as development occurs.

The architecture and landscaping are consistent with the approved designs for the Queen Creek Fiesta.

Project Information	
Project Name	IHOP
Site Location	Northeast corner of Ellsworth Loop / Victoria Lane
Current Zoning	C-2 General Commercial
Proposed Zoning	No Change
General Plan Designation	Commercial
Surrounding Zoning Designations:	
North	C-2 General Commercial – McDonalds
South	R1-43 Queen Creek Library / Communiversity site
East	C-2 General Commercial (Undeveloped Pads)

Project Information	
West	C-2 General Commercial (Queen Creek Marketplace)
Site Area	46,491 square feet
Lot Coverage Allowed	60%
Lot Coverage Proposed	10%
Parking Required	60
Parking Provided	60
Landscaping Required	15%
Landscaping Provided	Approximately 23%
Building Square Footage	4,669 square feet

ANALYSIS

General Plan Review: The project is located in the Town Center, and is designated as Commercial on the General Plan. This proposal is consistent with the General Plan.

Zoning Review: The zoning designation of the property is C-2 General Commercial.

Engineering Review: The project has been reviewed by Engineering and complies with all Engineering standards.

Building Elevation Review: The elevations meet the architectural requirements set forth in the Zoning Ordinance and the previously approved architectural standards for the Queen Creek Fiesta.

Landscape / Open Space / Fence Plan Review: The overall landscaping meets the requirements set forth in the Zoning Ordinance and the previously approved standards for the Queen Creek Fiesta.

Lighting: The proposed lighting plan is consistent with the previous design approvals for the Queen Creek Fiesta Center.

PUBLIC COMMENTS

Staff has received comments through Social Media. The majority of comments have been positive in nature. See attachment #6 for all comments received. On Facebook Staff received 31 comments, and 74 “likes” and the project narrative and elevations were downloaded a total of 116 times. Staff also received 2 positive comments on twitter.

CONDITIONS OF APPROVAL

1. Developer shall provide a sidewalk connection from the sidewalk on Victoria to the entrance area of the building, to be approved by staff.

2. All Conditions of Approval from the original stipulations (case nos. SP06-043, SD06-068, CU06-089 and SD06-068) shall remain unchanged and in full effect.
3. No roof mechanical or HVAC equipment shall be visible from any surrounding properties or the adjacent street as per code.
4. Any down spouts and SES panel shall be painted to match the building.
5. Roof access ladders shall be internalized.
6. Signage shall be by separate permit and review.
7. All construction documents submitted to the Town for review during the construction plan review phase shall be in accordance with Town Ordinances, Town checklists, Town design standards & guidelines, and Town pre-application & technical review comments.

ATTACHMENTS

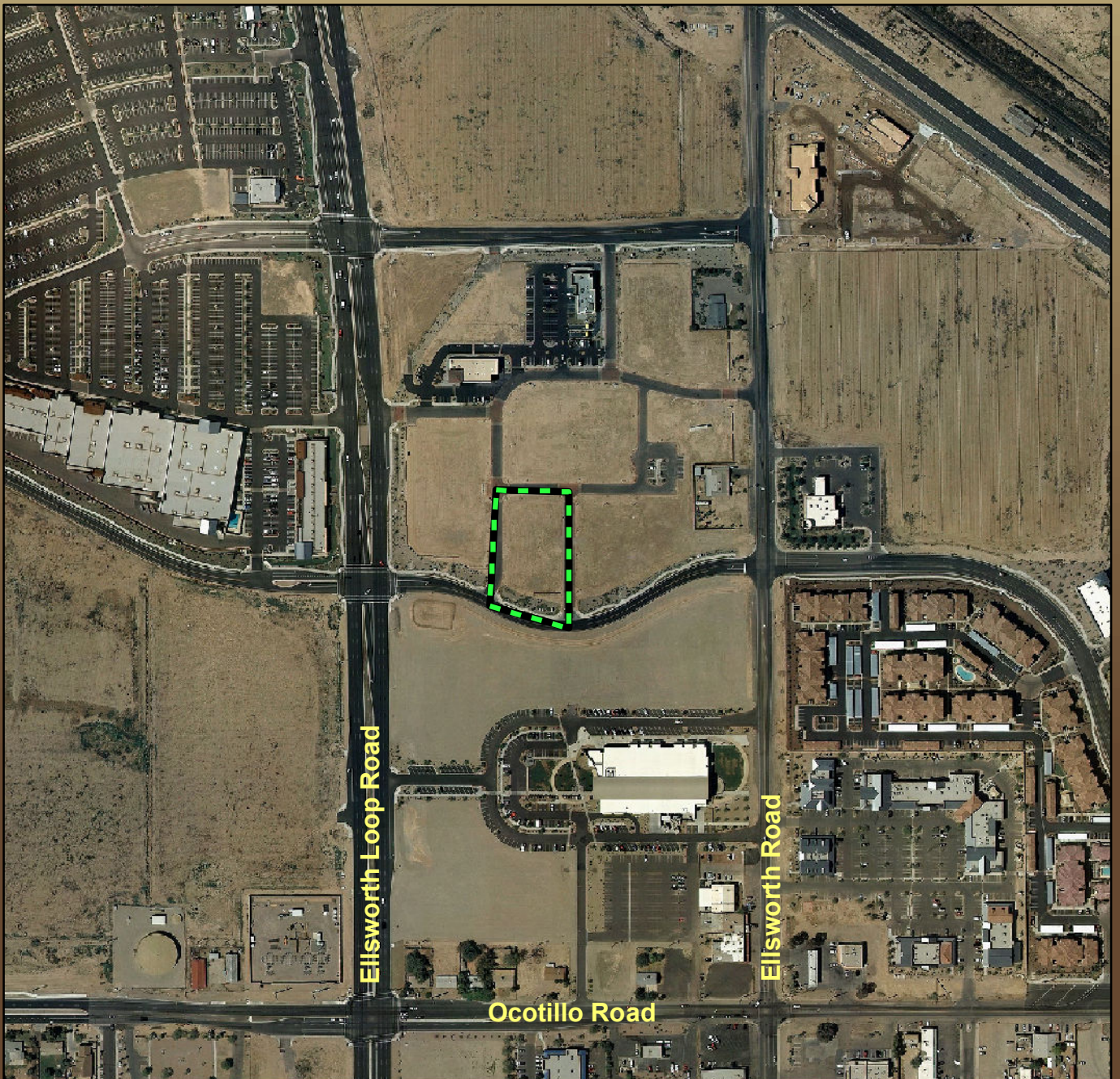
1. Location Map
2. Narrative
3. Site Plan
4. Landscape Plan
5. Building Elevations
6. Public Comments

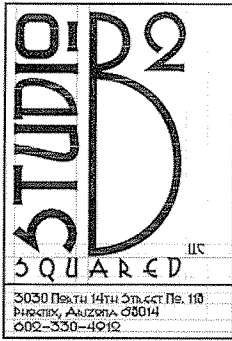


IHOP

Submitted by:
Studio B Squared

Case #
SP12-043





Re: Detailed Narrative

Project: Ihop Restaurant

Location: 20710 East Victoria Lane Queen Creek Arizona

Project Narrative:

Construction of a new 4,683 square feet, 222 seat, custom IHOP Restaurant that is uniquely designed to bring in elements requested by the City to tie the IHOP building in with the overall development. Items that are not typical on a standard IHOP prototype include:

- A focal entry tower feature with the custom color gray standing metal seam roof.
- Use of real brick base that surrounds the building.
- Use of custom cultured stone veneer at entry columns and front of the building tower feature.
- Use of non-corporate exterior colors to match the custom exterior color pallet approved for the master plan for Queen Creek Fiesta project.
- Custom designed exterior entry light fixtures to match the overall developments design program.
- Use of Azura Solar Ban 70 XL by PPG Solar Control Low E glass in all windows.
- Use of sustainable L.E.D. Interior Lighting fixtures, low flow water conserving fixtures, Energy Star appliances, as well as sustainable recycled content carpet and custom Eco Grip flooring in the kitchen.

Typically, our restaurants will employ 60-65 full and part time employees. We anticipate that the store will be open 19 hours a day for the first couple of months and will then transition to a 24-hour operation to better serve the community.

Romulus Restaurants currently operates 31 IHOP restaurants in Arizona. The Company has been recognized several times by IHOP Corporation for having the best operations in the West Region as well as being selected Franchisee of the Year. The Company also believes in supporting the community. For the last 6 years, we have supported "National Pancake Day" which raises money for Children's Miracle Network. This year, with the community's help, Romulus raised over \$55,000 for Children's Miracle Network on National Pancake Day, which supports local Children's Hospitals.

EXTERIOR FINISHES

- EXTERIOR PAINT: [A]**
- A. BENJAMIN MOORE - 958 "OCEAN BEACH"
 - B. DUNN EDWARDS - DE6153 "OLD BOAT"
 - C. BENJAMIN MOORE - 1224 "COYOTE TRAIL"
 - D. DUNN EDWARDS - DEC729 "MEDALLION"
 - E. DUNN EDWARDS - DE6111 "SMORES"
 - F. GLIDDEN PROFESSIONAL - AQ455 "CLASSIC LIBERTY RED"
 - G. BENJAMIN MOORE - 1034 "CLAY"
 - H. BENJAMIN MOORE - 1503 "TEXAS SAGE"
 - I. NOT USED
 - J. FOUNDERS FINISH BLOCK - SUPERLITE BLOCK "SUNSET BLEND"
 - K. FOUNDERS FINISH BLOCK - SUPERLITE BLOCK "DESERT BLEND"
 - L. CULTURED STONE - OLD COUNTRY FIELDSTONE "ROMANA"
 - M. METAL ROOF - UNI-CLAD - "SLATE GRAY"
 - N. DECORATIVE METAL CLADDING - COPPER PANEL CP-1
 - O. AW-1: AWINGS

AWNINGS

- AW-1 SUNBRELLA EXTERIOR STANDARD AWNING WITH RIGID VALANCE, FIRE RESISTANT FLAME RETARDANT FABRIC, #88051 REGATTA, ON SOLID WELDED 1" SQUARE X 125 ALUMINUM STAPLE SYSTEM EXTRUSION AND 1" SQUARE X 125 ALUMINUM TUBING. PAINT FRAME TO MATCH EP-5

ROOFING - STANDING SEAM

- R-1 SHEET METAL STANDING SEAM ROOFING-TITAN SL-100 - COLOR SLATE GRAY-ASTM 1592, STANDARD TEST METHOD FOR STRUCTURAL PERFORMANCE OF SHEET METAL ROOF AND SIDING SYSTEMS BY UNIFORM AIR PRESSURE DIFFERENCE. CUSTOM-BILT METALS, 15940 MAGNOLIA AVE, CHINO, CA 91710, 800-886-2458, FAX 909-664-1520.INFO@CUSTOMBILTMETALS.COM

METAL PANELS

- CP-1 ALCOA, REYNOLSOND SERIES 50: AAP COPPER PENNY, COLORWELD 500L - MOUNTING TRACK TO BE PREFINISHED TO MATCH PANEL CONTACT; JIMMIE MOORE 925-243-5000

STUDIO B2 SQUARED

2658 J. MARLIN
TOWSON, ARIZONA, USA
2013

3020 North 14th Street, No. 110
Flagstaff, Arizona 86001
909-350-4012



A FRONT ENTRY ELEVATION
MAIN ENTRY TO RESTAURANT
SCALE: 1/8" = 1'-0"



B RIGHT SIDE ELEVATION (NORTH/EAST)
FACING VICTORIA LANE
SCALE: 1/8" = 1'-0"



C REAR ELEVATION
SCALE: 1/8" = 1'-0"



D LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"

REGISTERED ARCHITECT
2658 J. MARLIN
TOWSON, ARIZONA, USA
2013

LOCATION:
QUEEN CREEK FIESTA
PAD #F
SEC: RITTEHOUSE RD. AND ELSWORTH RD.
QUEEN CREEK, ARIZONA

IHOP RESTAURANT

PROMPT PAYMENT NOTICE
The Owner is familiar with the "Arizona Prompt Payment Law" and payments will comply with the 30 day billing cycle.

NO.	REVISION/ISSUE	DATE
1	OWNER CHANGES	06-12-2011

PROJECT NUMBER:
42-005-2011

DATE:
04-23-2012

DRAWN BY:

SHEET TITLE
RENDERED EXTERIOR ELEVATIONS

SHEET NUMBER:
A3.0

CITY SUBMITTAL

THESE DRAWINGS ARE COPYRIGHTED DOCUMENTS OF SERVICE AND ARE THE PROPERTY OF THE ARCHITECT. ALL RIGHTS ARE RESERVED AND NO PART OF THESE DRAWINGS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACTOR OR SUBCONTRACTOR. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACTOR OR SUBCONTRACTOR. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACTOR OR SUBCONTRACTOR. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACTOR OR SUBCONTRACTOR.



- KEYNOTES:**
- EXISTING ADJACENT DEVELOPMENT TO REMAIN, NOT A PART OF THIS PROJECT. ALL DESIGNS PER PRE-APPROVED DEVELOPMENT PROJECT.
 - EXISTING JOINT ACCESS ASPHALT PAVING ON ADJACENT PROPERTY PER PRE-APPROVED DEVELOPMENT NOT THIS PROJECT. TIE INTO NEW PAVEMENT FOR IHOP.
 - EXISTING LANDSCAPING TO REMAIN. TIE NEW LANDSCAPING INTO EXISTING WHERE OCCURS.
 - ENTRY SIGN LOCATION BY OTHERS.
 - EXISTING PROPERTY LINE IS ALSO CONSTRUCTION LIMIT.
 - EXISTING CONCRETE CURB AND GUTTER PER CIVIL PLANS.
 - LOCATION OF NEW GAS METER SEE CIVIL AND PLUMBING.
 - SITE LIGHTING PER CIVIL PLANS.
 - TELEPHONE SUPPLY TO BUILDING.
 - GREASE WASTE INTERCEPTOR PER PLUMBING PLANS SEE CIVIL FOR CONTINUATION.
 - NEW ASPHALT PAVING PARKING AREA ASPHALT TO MATCH EXISTING PAVING DESIGN AND TRANSITION TO EXISTING PAVING - PER CIVIL.
 - NEW PAINTED PARKING STRIPE. 4" WIDE DESIGN PER CIVIL PLANS.
 - ACCESSIBLE PARKING STALL, MAXIMUM CROSS SLOPE OF 2% AT PARKING. PER CIVIL PLANS.
 - ACCESSIBLE RAMP UP TO SIDE WALK. TRUNCATED DOMES PER DETAIL.
 - ACCESSIBLE PARKING ONLY SIGN, POLE MOUNTED DETAILS PER CIVIL PLANS.
 - ACCESSIBLE VAN PARKING ONLY SIGN, POLE MOUNTED DETAILS PER CIVIL PLANS.
 - EXTERIOR SEATING BENCH PER IHOP SPECIFICATIONS OWNER SUPPLIED.
 - STAINED ENTRY CONCRETE PER IHOP SPECIFICATIONS.
 - NEW LANDSCAPING PER LANDSCAPE PLANS.
 - FDC FIRE DEPARTMENT CONNECTION AT BUILDING AT FIRE SPRINKLER RISER.
 - MAIN ENTRY.
 - EMERGENCY EXIT FROM DINING.
 - SERVICE ENTRY TO KITCHEN.
 - MECHANICAL ROOM SEE FLOOR PLANS.
 - 800 AMP ELECTRICAL SERVICE ENTRY SECTION PER ELECTRICAL.
 - NEW TRASH ENCLOSURE WITH GATES PER DETAILS.
 - THICKENED REINFORCED CONCRETE SLAB AT TRASH AREA PER CIVIL PLANS.
 - ROOF DRAIN AND OVER FLOW DOWN IN WALL TO SPLASH BLOCK PER CIVIL PLANS.
 - NEW CONCRETE SIDEWALK CROSS SCORE APPROXIMATE. EVERY 4 FT. 1/2" PERFORMED EXPANSION JOINTS EVERY 24 FT. VERIFY WITH CIVIL AND LANDSCAPE PLANS FOR SIDEWALK DETAILS.
 - ACCESSIBLE ROUTE - PER ADAAG 4.3.7, AN ACCESSIBLE ROUTE WITH A RUNNING SLOPE GREATER THAN 1:20 IS A RAMP AND SHALL COMPLY WITH 4.8. NOWHERE SHALL THE CROSS SLOPE OF AN ACCESSIBLE ROUTE EXCEED 1:50.
 - PAINTED STRIPING ACROSS PARKING DRIVE ISLE FOR PEDESTRIAN ACCESS FROM ADJACENT SITE. PER CIVIL PLANS.
 - LINE OF BUILDING MOUNTED AWNINGS.
 - ELECTRICAL TRANSFORMER PER CIVIL.
 - FIRE SPRINKLER RISER IN MECHANICAL ROOM.
 - LINE OF ROOF ABOVE.
 - KNOX BOX LOCATION AT ENTRY.
 - EXISTING OFF SITE EXISTING LANDSCAPING IN RIGHT OF WAY TO REMAIN.
 - BICYCLE RACK-PER DETAILS.
 - DRAINAGE SCUPPER UNDER SIDEWALK PER CIVIL PLANS.
 - MONUMENT SIGN FOR IHOP-SEPARATE PERMIT REQUIRED FOR ALL SIGNS.
 - CONCRETE WHEEL STOP AT PARKING STALLS PER CIVIL PLANS.
 - SIDEWALK TO BE FLUSH WITH PAVEMENT. SEE CIVIL PLANS.
 - MAIN WATER SUPPLY TO BUILDING. LOCATION TIE IN PER CIVIL PLANS.
 - LANDSCAPE CONTROLS IN MECHANICAL ROOM TIE IN TO LANDSCAPE WATER SUPPLY PER LANDSCAPE PLANS.
 - FIRE LANE STRIPING PER CIVIL PLANS.
 - FIRE TRUCK TURNING RADIUS: 39'-0" INSIDE: 55'-0" OUTSIDE.
 - FIRE HYDRANT PER CIVIL FIRE LINE PLANS.
 - LINE OF EXISTING CURB TO BE REMOVED.
 - LINE OF EXISTING SITE WALL TO BE REMOVED.
 - METAL TRELLIS SEE LANDSCAPE PLANS FOR DETAILS.

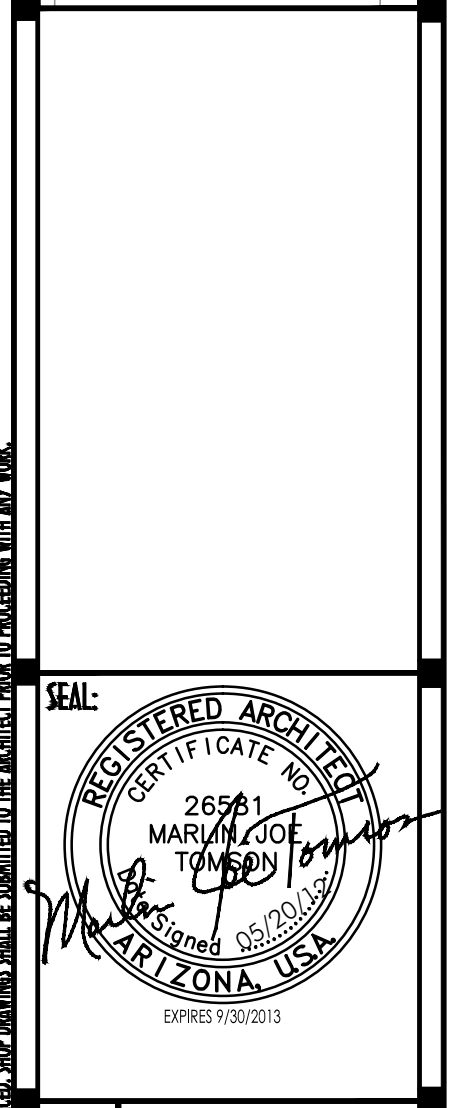
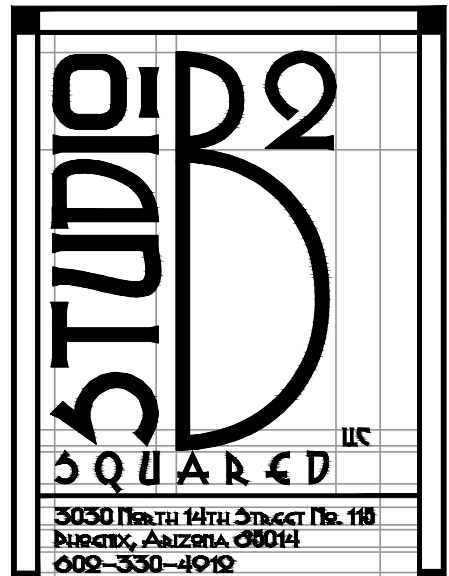
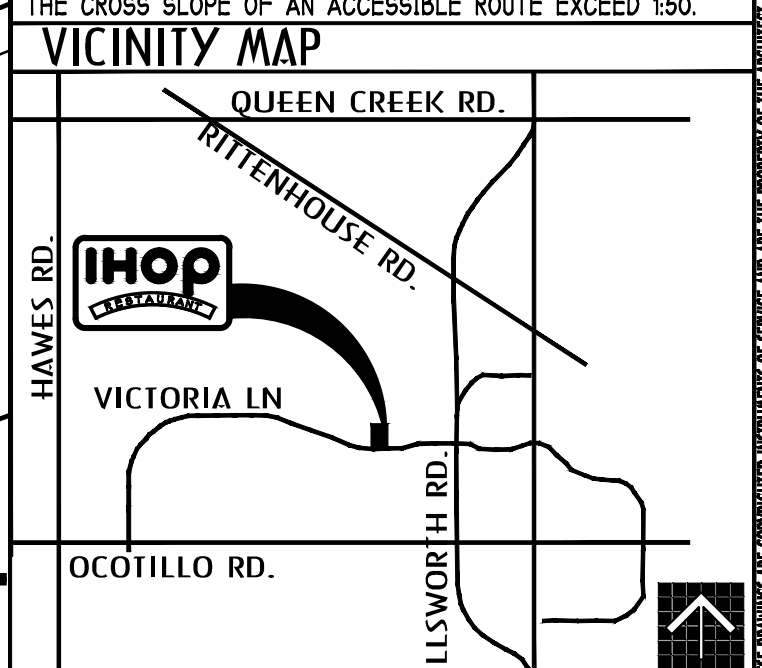
- GENERAL NOTES:**
- ALL EXISTING SITE DESIGN AND ELEMENTS ARE SHOWN FOR REFERENCE ONLY. SCOPE OF WORK IS FOR PAD AREA AS REFERENCED ON ORIGINAL APPROVED PLANS BY MASTER PLANNED DEVELOPMENT. EXISTING ELEMENTS SUCH AS SITE PARKING LOT LIGHTING, CURB AND GUTTER, PAVING, STRIPING, SIDEWALKS, TRASH ENCLOSURES, ON ADJACENT SITE WORK, WAS DONE BY OTHERS AND SHOWN AS REFERENCE ONLY.
 - SEE CIVIL PLANS FOR ALL ON SITE TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS.
 - SEE CIVIL PLANS FOR ALL GRADES AND SLOPES FOR SIDEWALKS AND ROUTES.
 - SEE CIVIL PLANS FOR ALL UTILITY LOCATIONS AND ELEVATIONS.

REQUIREMENTS AT EXTERIOR DOORS

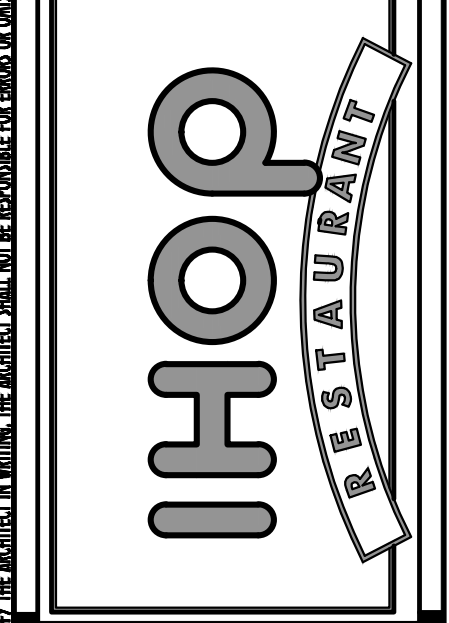
IBC 1008.1.4 FLOOR ELEVATION
THERE SHALL BE A FLOOR OR LANDING ON EACH SIDE OF A DOOR. SUCH FLOOR OR LANDING SHALL BE AT THE SAME ELEVATION OF EACH SIDE OF THE DOOR. LANDINGS SHALL BE LEVEL EXCEPT FOR EXTERIOR LANDINGS, WHICH ARE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 0.25 UNIT VERTICAL IN 12 UNITS HORIZONTAL (2% SLOPE).

IBC 1008.1.5 LANDINGS AT DOORS
LANDINGS SHALL HAVE A WIDTH NOT LESS THAN THE WIDTH OF THE STAIRWAY OR THE DOOR, WHICHEVER IS THE GREATER. DOORS IN THE FULLY OPEN POSITION SHALL NOT REDUCE A REQUIRED DIMENSION BY MORE THAN 7 INCHES. WHEN A LANDING SERVES AN OCCUPANT LOAD OF 50 OR MORE, DOORS IN ANY POSITION SHALL NOT REDUCE THE LANDING TO LESS THAN ONE-HALF ITS REQUIRED WIDTH. LANDINGS SHALL HAVE A LENGTH MEASURED IN THE DIRECTION OF TRAVEL NOT LESS THAN 44 INCHES.

1991 ADAAG 4.3.7
AN ACCESSIBLE ROUTE WITH A RUNNING SLOPE GREATER THAN 1:20 IS A RAMP AND SHALL COMPLY WITH 4.8. NOWHERE SHALL THE CROSS SLOPE OF AN ACCESSIBLE ROUTE EXCEED 1:50.



LOCATION: **QUEEN CREEK FIESTA**
PAD "F"
APN: 304-66-898
LOT: 8 - MCR 96316
QUEEN CREEK, ARIZONA

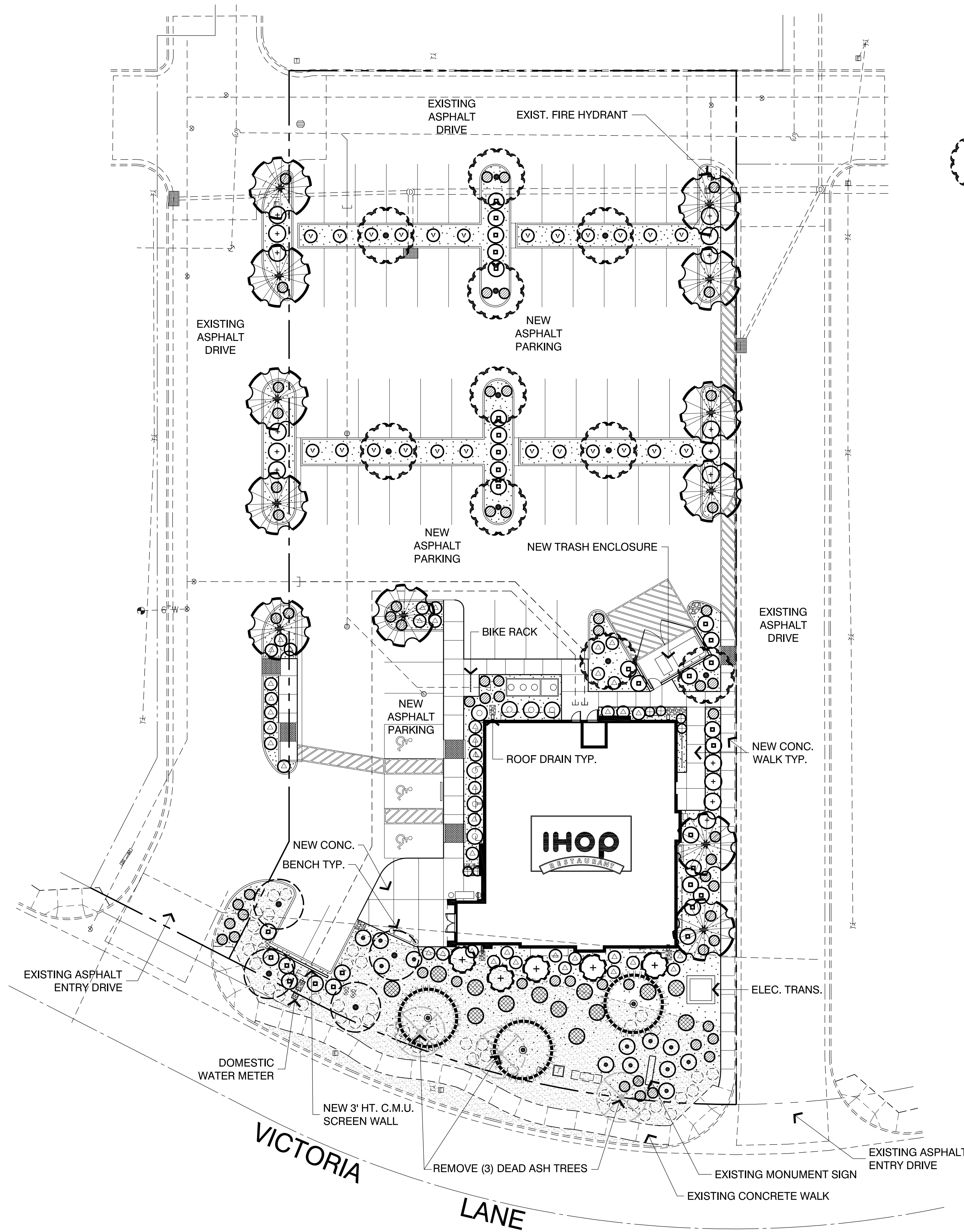


"PROMPT PAYMENT NOTICE"
The Owner is familiar with the "Arizona Prompt Payment Law" and payments will comply with the 30 day billing cycle.

NO.	REVISION/ISSUE	DATE

PROJECT NUMBER: 42-005-2011
DATE: 05-20-12
DRAWN BY:
SHEET TITLE: ARCHITECTURAL SITE REFERENCE PLAN
SHEET NUMBER: **A1.0**
CITY SUBMITTAL

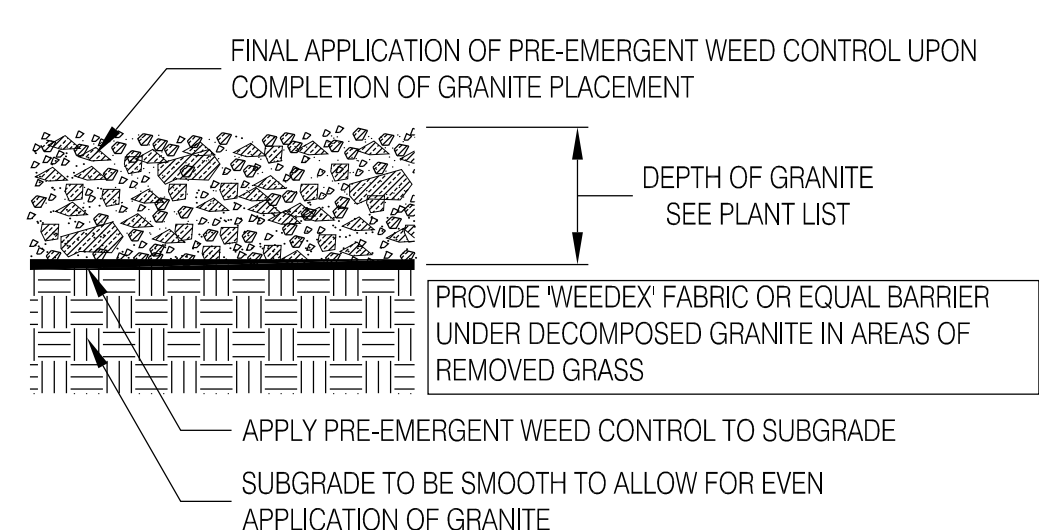
VICTORIA LANE
ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'-0"



PLANT LIST			
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE QUAN.	REMARKS
	FRAXINUS VELUTINA FAN-TEX ASH	36" BOX 3	11' HT., 6" SP., 2" CAL.
	DALBERGIA SISSO SISSOO TREE	24" BOX 10	10' HT., 4" SP., 11 1/2" CAL.
	PARKINSONIA 'DESERT MUSEUM' DESERT MUSEUM PALO VERDE	36" BOX 12	12' HT., 7" SP., 2" CAL.
	SOPHORA SECUNDIFLORA TEXAS MOUNTAIN LAUREL	15 GAL. 5	
	LEUCOPHYLLUM LANGMANIAE 'Rio Bravo' RIO BRAVO SAGE	5 GAL. 31	
	SENNA NEMOPHYLLA GREEN CASSIA	5 GAL. 16	
	EREMOPHILA MACULATA 'VALENTINE' VALENTINE BUSH	5 GAL. 24	
	LANTANA MONTEVIDENSIS 'NEW GOLD' 'NEW GOLD' LANTANA	1 GAL. 62	
	ACACIA REDOLENS 'DESERT CARPET' DESERT CARPET ACACIA	5 GAL. 13	
	CARISSA 'BOXWOOD BEAUTY' BOXWOOD BEAUTY NATAL PLUM	5 GAL. 6	
	TECOMARIA CAPENSIS CAPE HONEYSUCKLE	5 GAL. 7	
	BOUGAINVILLEA 'CRISMOM JEWEL' BUSH BOUGAINVILLEA	5 GAL. 12	
	MYRTUS COMMUNIS 'COMPACTA' COMPACT MYRTLE	5 GAL. 40	

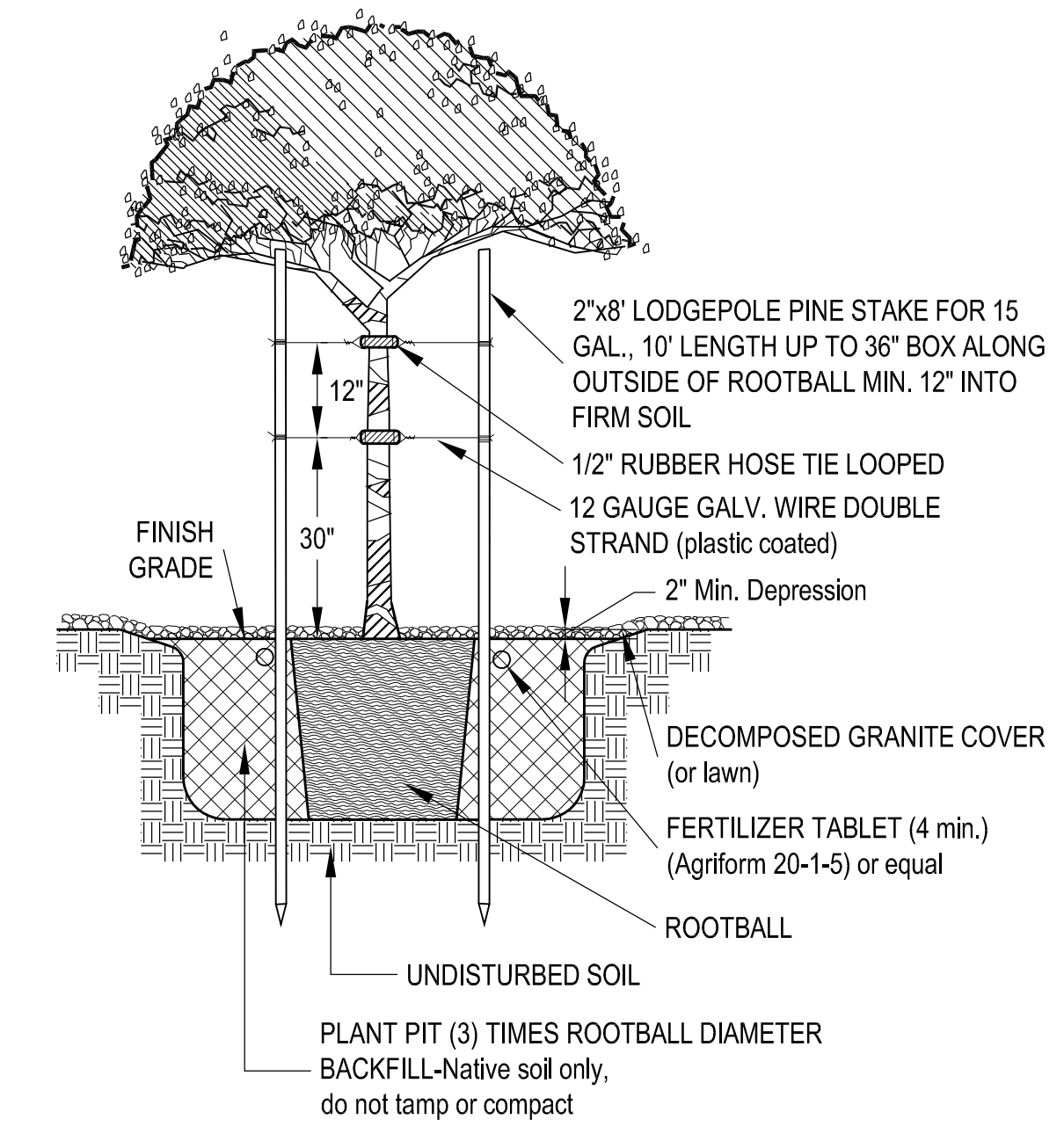
DECOMPOSED GRANITE - 1/2" SCREENED, 2" DEPTH IN ALL AREAS OF PLANTING. 'MADISON GOLD' COLOR.

EXISTING TREES, SHRUBS AND LANDSCAPE AREA TO REMAIN



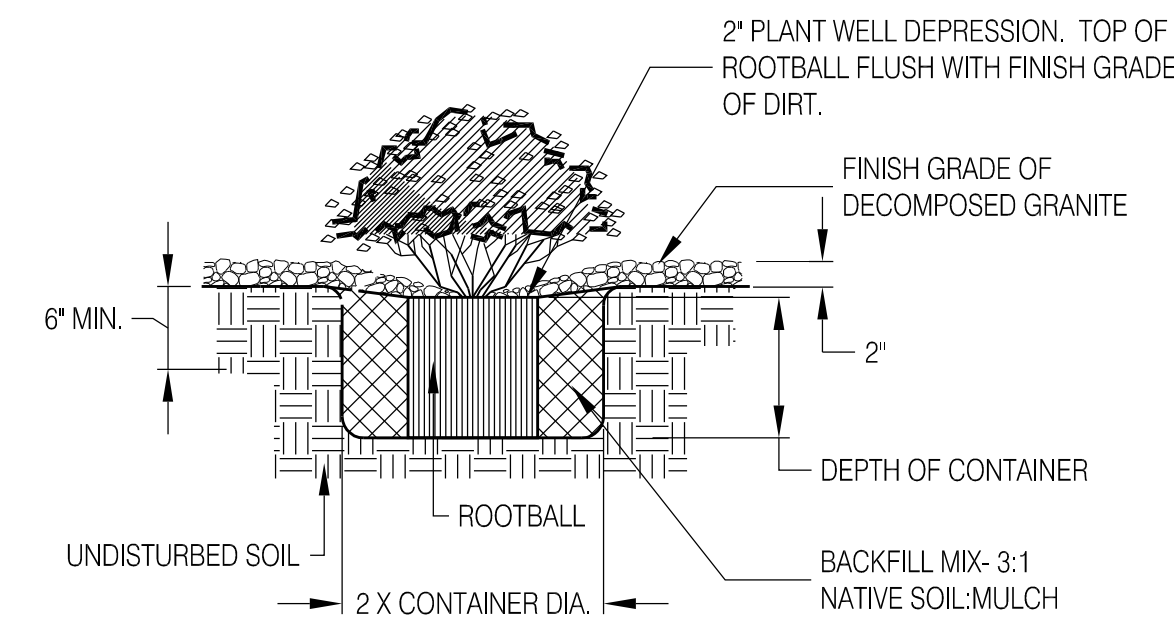
FINISH GRADE OF GRANITE TO BE 1-1/2" BELOW TOP OF ADJACENT WALKS, DRIVES & HEADERS. LANDSCAPE CONTRACTOR TO ACCEPT GRADES @ +/-0.1'. DECOMPOSED GRANITE COLOR SHALL BE AS SPECIFIED ON PLANS. COLOR OF DECOMPOSED GRANITE SHALL BE SUBMITTED TO LANDSCAPE ARCHITECT FOR APPROVAL IF REQUIRED. PRE-EMERGENT HERBICIDES SHALL BE SURFLAN, DACTHOL OR EQUIVALENT AS PER MANUFACTURERS RECOMMENDATIONS.

3 DECOMPOSED GRANITE



TREES ARE SUBJECT TO INSPECTION AND APPROVAL ON PROJECT SITE. SEE LANDSCAPE SPECS. FOR ADDITIONAL PLANTING INFO.

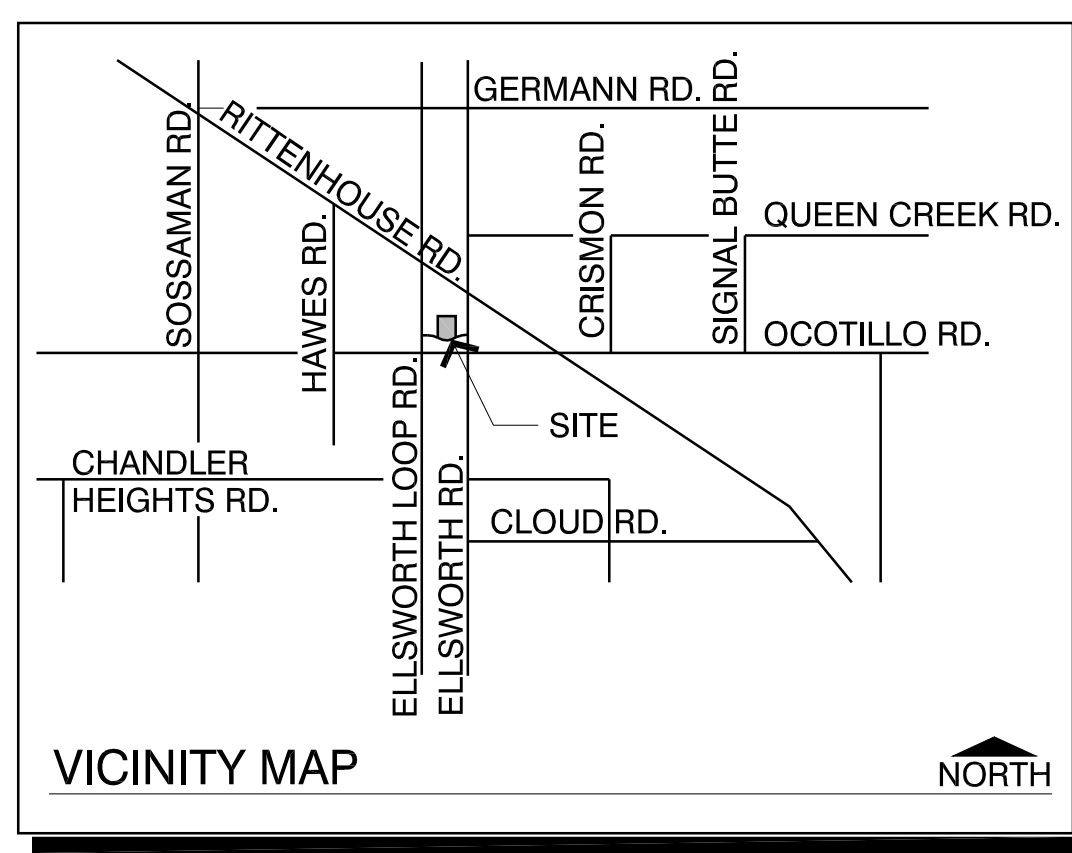
1 TREE PLANTING



LANDSCAPE CONTRACTOR TO PERFORM SOIL TEST IN ALL PLANTING AREAS. ADD FERTILIZER AS RECOMMENDED BY TESTING LAB.

ALL SHRUBS & GROUND COVER MATERIAL TO BE WATERED IN THOROUGHLY PRIOR TO PLACEMENT OF GRANITE. PLANTS ARE SUBJECT TO INSPECTION AND APPROVAL ON PROJECT SITE.

2 SHRUB/GROUND COVER

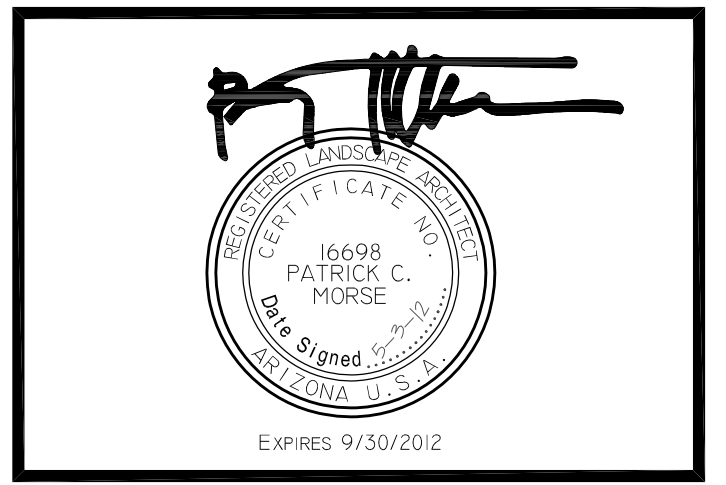


TOWN OF QUEEN CREEK

APPROVED BY TOWN ENGINEER _____ DATE _____
CONSTRUCTION AND INSTALLATION SHALL BE IN ACCORDANCE WITH THESE PLANS AND ANY AND ALL DEVIATIONS WILL REQUIRE RE-APPROVAL. LANDSCAPE INSTALLATIONS TO BE APPROVED BY THE TOWN OF QUEEN CREEK INSPECTION SERVICES BEFORE CERTIFICATE OF OCCUPANCY IS ISSUED.

APPROVED BY PLANNING MANAGER _____ DATE _____

MAINTENANCE NOTE:
ALL LANDSCAPE AREAS AND MATERIALS SHALL BE IN A HEALTHY, NEAT, CLEAN AND WEED-FREE CONDITION. THIS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOME OWNERS ASSOCIATION.
TOWN OF QUEEN CREEK NOTES:
1. A TOWN OF QUEEN CREEK PERMIT IS REQUIRED FOR ANY LANDSCAPE OR IRRIGATION SYSTEM. IRRIGATION LINES MUST BE INSPECTED BEFORE BACKFILLING. A SET OF 4 MIL PHOTO MYLAR-BUILT'S OF THE LANDSCAPE AND IRRIGATION PLANS WILL BE REQUIRED PRIOR TO FINAL TOWN OF QUEEN CREEK ACCEPTANCE TO THE PROJECT.
2. PRIOR TO THE TOWN OF QUEEN CREEK'S ACCEPTANCE OF ANY BACKFLOW DEVICE, A STATE CERTIFIED BACKFLOW PREVENTER TESTER MUST TEST THE DEVICE.



MLA ASSOCIATES
LANDSCAPE ARCHITECTS, INC.

500 E. Mary Lane Gilbert, Arizona 85295
OFFICE 480-226-4278 pat@mlandscape.com

IHOP
RESTAURANT

Victoria Lane
SEC Rittenhouse Rd.
& Ellsworth Rd.
Queen Creek, Arizona

PROJECT 2012-07
DATE MAY.4.2012
REVISION

**PRELIMINARY
LANDSCAPE
PLAN**

L1
of 1



Requesting Department:
Community Development

TO: PLANNING AND ZONING COMMISSION

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

**WAYNE BALMER, AICP
PLANNING ADMINISTRATOR**

**FROM: DAVID WILLIAMS
SENIOR PLANNER**

**RE: REQUEST FOR CONTINUANCE ON PUBLIC HEARING / POSSIBLE
ACTION ON , CASE NO. RZ12-034, "VICTORIA PARCELS 10/11/11A"**
submitted by Ralph Pew of Pew and Lake PLC to repeal Ordinance 466-09 and Resolution 813-09. The applicant seeks to rezone the property from R1-4 and R1-5 to R1-7 PAD and R1-9 PAD. The property is located northeast of the intersection of Hawes Road and Ocotillo Road.

DATE: AUGUST 1, 2012

The applicant is requesting a continuance until the Town Council Meeting scheduled for September 5, 2012 in an effort to allow additional time to prepare materials for review. This case has been advertised as a public hearing and comments should be received.

Requesting Department:
Parks and Recreation
Department



TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: PATRICK FLYNN, ASSISTANT TOWN MANAGER
FROM: ADAM ROBINSON, RECREATION SERVICES SUPERINTENDENT
RE: NIW VISION ADVERTISING DISPLAY PROGRAM
DATE: AUGUST 1, 2012

Staff Recommendation:

Staff would recommend not considering this program at this time because of the cost/benefit impact to the Town. See discussion below.

Relevant Council Goal(s):

KRA 8: Land Use / Economic Development

Objective 8: Enhance the opportunities for Queen Creek businesses to succeed.

Proposed Motion:

As outlined in the staff recommendation above to not consider the program at this time until revenues better align with cost impacts.

Discussion:

History

In June 2011, Council asked staff to look into the potential of working with the NIW Vision organization to create an advertising display program at Town facilities – specifically starting with the Library/Recreation Annex – for the purposes of raising revenues and providing advertising opportunities to Queen Creek businesses.

Staff looked into the details of how the NIW Vision system works (described in detail below) and determined that due to significant reductions in staffing and budget, the Town did not have the resource or expertise to sell advertising and incur positive cash flow. The staff time to manage the program would cost more than the potential revenues.

Staff worked with NIW Vision to develop alternative system structures. However, each alternative either added staff time or reduced revenues below the cost to administer the program.

At this time staff's findings were brought to Council with additional alternatives. Council directed staff to effort entering into a partnership with the Queen Creek Chamber of Commerce in order to share the responsibilities required to coordinate the program.

After much review, the Chamber's Board determined that the resources required to coordinate the program were neither worth the potential revenue received nor the marketing opportunity for Chamber members.

Staff and the Chamber determined that this system would not work for either entity under current circumstances.

Description of NIW Vision Service

NIW Vision uses high definition screens in local, high traffic locations. Digital advertisements (slides) roll continuously. When all slides are occupied at a location, each slide is featured at least once every five minutes. A large flat screen monitor would be mounted on the north wall of the main lobby (to the left of the community board & snack machine space). Staff and NIW Vision also discussed the possibility of a second monitor installed within the lobby of the Recreation Annex (potential growth area if sales are brisk).

How it Works

NIW Vision installs the system, which includes a flat screen monitor that is wired to a network. In this case, the system is wired to a Town-owned VLAN line set up for this purpose by Town IT staff. The VLAN line allows NIW Vision to program the "slide show" remotely from their office.

The system will scroll through up to 30 slides in five minutes (approx 10 seconds each). Slides are sold as advertising to businesses on a quarterly basis. The current price for a slide is \$300 per quarter. The 30 slides are split between NIW Vision and the Town at 15 each.

Town staff procures advertisers for its 15 slides by selling to local businesses. A minimum of two paid slides must be active to keep from incurring monthly maintenance fees. Once a slide is sold by staff, the customer is given the template to create their slide. If needed, the Town can create the slide for them, or staff can forward the customer to NIW Vision (if NIW Vision creates the slide, the revenue % the Town receives is reduced). For slides sold by Town staff, the Town receives 60% and NIW Vision keeps 40%. Unused slides could potentially be used by the Town to promote its mission or programs.

NIW Vision reserves 15 slides for its sales purposes – more regional businesses. These slides sell for the same price, and the Town receives 20% of those sales.

The slides are static (no video) and a slide template is provided by NIW Vision for the customer. They are full color and can contain text, photos, graphics, etc. Up to three of the slides can be used for Town purposes – promote Shop Queen Creek, promote local festivals and events, promote Town business such as future construction schedules, etc.

Expenses / Costs

There are three direct costs to the Town: Installation, maintenance and personnel.

Installation: NIW Vision charges \$500 to install the monitor and wiring. This fee is for labor only; NIW Vision retains ownership of the equipment.

Maintenance: If the Town procures less than two active paid slides, a \$100 per month maintenance fee is charged for months in which there is less than two. If two or more paid slides are active the maintenance fee is waived.

Personnel: Although it won't add hours – no overtime, no extra seasonal staff, etc – it will take time from other responsibilities. Initially IT staff will have put in approximately 20 hours determining if the Town's systems can be used safely and securely, and Facilities staff may need to spend a couple of hours guiding NIW Vision contractors on how and where to connect to our physical system in the facility. Once up and running, Town staff time will vary depending on success of sales.

Revenues

Revenues are dependent on sales. On Town-sold slides, the Town receives 60% of revenues and on NIW Vision-sold slides the Town receives 20% of revenues. If the Town sells out its 15 slides at full price and NIW Vision sells out its 15 slides at full price, revenue could potentially be \$14,400. However, long term deals could be given at discounted rates. For example, an ad up for three months is \$300, but a customer signing a deal for 12 months may pay only \$270 per quarter (this example assumes a 10% discount; however this is for illustrative purposes only).

Contract

NIW Vision requires at least a 2-year contract, but their typical contract is three years.

Fiscal Impact:

Staff recommendation affects no fiscal impact as it discontinues operations related to an advertising display program. Past fiscal impacts are related to time spent researching this program.

Alternatives:

- 1) Have staff continue to look for alternatives which better fit Town's resources and needs. *Fiscal Impact: Initial staff time and equipment cost of approximately \$500 to assist installation of the system at Town facilities.*
- 2) Reallocate staff time and priorities from programming recreational opportunities to selling advertising in order to increase revenues. *Fiscal Impact: Reallocated staff time will affect staff's efforts toward revenue-producing programming, therefore reducing current revenues.*

- 3) Hire additional staff or increase current staff hours to produce the program in order to increase revenues and help Queen Creek businesses by creating a valuable marketing opportunity. *Fiscal Impact: Hiring additional staff - \$ 21,000 (20-hour part time year-around); or increasing current staff hours - \$ 27,7000 (make current 20-hour part time position full-time)*
- 4) Keep this type program/revenue generator on our 'radar screen' to look at in the future as a possibility. *Fiscal Impact: None*

Attachments:

Requesting Department:

Utility Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: PAUL GARDNER, UTILITY SERVICES DIRECTOR
MIKE JOHNSON, FIELD OPERATIONS SUPERINTENDENT
GREG FLYNN, SR. FINANCIAL SERVICES ANALYST**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF CAPITAL FUNDING IN THE
AMOUNT NOT TO EXCEED \$180,000 FOR HUNT HIGHWAY WIDENING PROJECT**

DATE: August 1, 2012

Staff Recommendation:

Staff recommends the approval in an amount of \$180,000 for the Hunt Highway Widening Project for the purpose of relocating waterlines and meters.

Relevant Council Goal(s):

KRA#1 Capital Improvement Program (CIP): Queen Creek will plan for sustainable infrastructure improvements that strengthen economic vitality and quality of life, providing fiscal stewardship of public funds and balancing construction with the ability to effectively maintain and operate our current assets in a cost effective and safe manner.

Proposed Motion:

Move to approve as recommended above.

Discussion:

Pinal County is working on widening Hunt Highway from Empire Road to Thompson Road. The widening work on Hunt Highway requires existing water meters to be moved and existing water lines to be lowered to accommodate drainage culverts. In conjunction with the widening work, the Utility Department needs to install new water service lines via boring across Hunt Highway at the Crismon Road alignment to be able to provide water services for future growth.

The cost of this project including contingency is estimated at \$180,000. Upon completion of the waterline improvements associated with this project the Town expects to be reimbursed by Pinal County in FY2013-14 for 75% of the actual costs incurred by the Town for this project

pursuant to Resolution 870-10 and Resolution 102710 between the Town of Queen Creek and the Queen Creek Domestic Water Improvement District (Pinal County), respectively. The County estimates the cost of construction to be \$118,870.50, and the Town will submit an invoice to Pinal County upon completion for reimbursement. A detail list of project expenses is outlined below. Contingency has been included to cover any unknown costs to the Town and is believed to be sufficient. Water Division field staff will be performing the work on this project.

Hunt Highway Water Project Estimated Expenses		
<u>Location</u>	<u>Construction Expenses</u>	<u>Amount</u>
East of Valley View Rd	Removal of Pipe	\$ 295.00
	Air/Vacuum Release Valve	\$ 4,000.00
	Relocate Air Release Valve	\$ 4,000.00
	Gate Valve (8")	\$ 3,000.00
	Pipe (8")	\$ 39,825.00
	Relocated Water Meter	\$ 9,000.00
	Reset Frame and Cover Valve Box	\$ 3,300.00
	Relocate Fire Hydrant	\$ 3,000.00
	Pipe (12")	\$ 12,180.00
	Concrete Pipe Plug	\$ 700.00
West of Valley View Rd	Removal of Pipe	\$ 223.00
	Air/Vacuum Release Valve	\$ 2,000.00
	Remove and Salvage Valve	\$ 250.00
	Gate Valve (6")	\$ 2,000.00
	Gate Valve (8")	\$ 2,000.00
	Pipe (6")	\$ 17,125.00
	Pipe (8")	\$ 11,610.00
	Water Meter (For 1" Service)	\$ 1,000.00
	Relocated Water Meter	\$ 6,000.00
	Reset Frame and Cover Valve Box	\$ 2,100.00
Relocated Fire Hydrant	\$ 3,000.00	
	<u>Construction Contingency</u>	<u>\$ 35,392.00</u>
	Total Construction Expense	\$ 162,000.00
	<u>Engineering Expenses</u>	<u>Amount</u>
	Hunt Highway & Crismon Bore	\$ 400.00
	Stake Proposed R/W for Potholes	\$ 6,200.00
	Pothole Water Service (\$180/h)	\$ 5,900.00
	Record Water Meter Locations	\$ 1,600.00
	<u>Engineering Contingency</u>	<u>\$ 3,900.00</u>
	Total Engineering Expense	\$ 18,000.00
	<u>Total Project Expenses</u>	<u>\$ 180,000.00</u>

Fiscal Note:

Due to the short notice the Town received from Pinal County regarding the commencement of this project, Town staff did not include this project as part of the Water Capital Budget for FY12-13. We are expecting to fund this project from Water Enterprise Fund Balance. The Water Enterprise Fund exceeded the budgeted revenue expectations by over \$500,000 for FY12-13. These additional monies went directly into the Water Enterprise fund balance (savings).

In the past fund balance has been be utilized by the Town for one-time projects, such as this case. The Utility Service Department would like to use fund balance within the Water Enterprise Fund toward this project. Qualifying project expenses will be reimbursable to the Town per the Pinal County per the Resolutions between the Town and the QCDWID (Pinal County).

The allocation of budget authority totaling \$180,000 for this project, if approved by Town Council, will be to the following accounts:

465-460-0665-00000-403035-WA042 Design Services	\$18,000
465-460-0665-00000-408001-WA042 Construction Services	\$162,000

Alternatives:

If the Town Council chooses not to fund this project, Pinal County will proceed with the Hunt Highway Widening project. Our non-participation in this project would cause significant delays to Pinal County and would cost the Town more if we were to perform the work separately or in the future for these needed improvements. The water lines identified in the project need to be removed and relocated in order for the overall project to move forward in a timely manner.

It is more beneficial and cost effective for the Town to work in conjunction with Pinal County on improvements at this time.

Attachments:

- 1) Resolutions 870-10 and 102710
- 2) Hunt Highway Widening Project Letter from Pinal County

When recorded return to:
Town Clerk
Town of Queen Creek
22350 S. Ellsworth Road
Queen Creek, AZ 85242



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2010-1137434 12/30/10 12:26 PM
1 OF 2

R0M1RE2P

RESOLUTION 870-10

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, MARICOPA COUNTY, ARIZONA AUTHORIZING THE TOWN OF QUEEN CREEK ("TOWN") TO ASSUME THE RIGHTS AND OBLIGATIONS AS SUCCESSOR IN INTEREST TO THE QUEEN CREEK WATER COMPANY UNDER THE WATER SERVICE AGREEMENT ENTERED AMONG THE QUEEN CREEK WATER COMPANY ("QCWC"), QUEEN CREEK DOMESTIC WATER IMPROVEMENT DISTRICT OF PINAL COUNTY ("PINAL DISTRICT") AND QUEEN CREEK DOMESTIC WATER IMPROVEMENT DISTRICT OF MARICOPA COUNTY ("MARICOPA DISTRICT") RELATING TO TOWN'S PURCHASE AND OPERATION OF THE QCWC SYSTEM.

RECITALS

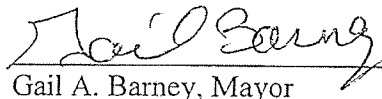
- A. The Maricopa District, Pinal District and QCWC entered into the Water Service Agreement (the "Agreement") which is attached hereto and incorporated herein as **Exhibit 1**.
- B. The Maricopa District and Pinal District (the "Districts") caused a water distribution system (the "System") to be constructed within their boundaries, the cost to be paid for by the Districts.
- C. Both Districts reside within areas formerly described by Certificates of Convenience and Necessity issued by the Arizona Corporation Commission to QCWC.
- D. The Town purchased the QCWC System which included the right to provide water service in the Districts and receive maintenance costs for improvements contained within the boundaries of the Districts.
- E. The Districts continued to make payments to Town for water services and System maintenance costs. The Districts requested that Town acknowledge assumption of rights and obligations under the Agreement by adoption of a resolution.
- F. The Town is authorized to assume the rights and obligations of the Agreement as successor in interest to QCWC pursuant to the provisions of A.R.S. § 9-511.

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

Section 1. That the Town hereby assumes the rights and obligations of the Agreement attached hereto as **Exhibit 1** as the successor in interest to QCWC; and the Agreement incorporated herein by reference is approved and adopted without waiving any of Town's legal rights relating to operation of its municipal-owned water system now or in the future, including Town's authority to establish the schedule of rates, charges and rate components pursuant to Arizona law.

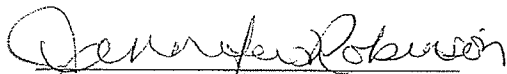
Section 2. That the Mayor is authorized to execute any necessary documents to further establish the assumption of rights and obligations under the Agreement by the Town.

PASSED AND ADOPTED this 15th ay of December 2010, by the Town Council of Queen Creek.



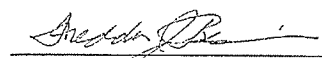
Gail A. Barney, Mayor

ATTEST:



Jennifer Robinson, Town Clerk

APPROVED AS TO FORM:



Mariscal, Weeks, McIntyre & Friedlander P.A.
Town Attorneys

When recorded return to:
Clerk of the Board
P. O Box 827
Florence, Arizona 85132

RESOLUTION NO. 102710-QCDWID

A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS ACTING AS THE BOARD OF DIRECTORS OF THE QUEEN CREEK DOMESTIC WATER IMPROVEMENT DISTRICT OF PINAL COUNTY AUTHORIZING PAYMENT TO THE TOWN OF QUEEN CREEK UNDER THE WATER SERVICE AGREEMENT UPON THE TOWN'S ADOPTION OF A RESOLUTION ASSUMING ALL RIGHTS AND OBLIGATIONS OF THE QUEEN CREEK WATER COMPANY WHICH WAS ACQUIRED BY THE TOWN

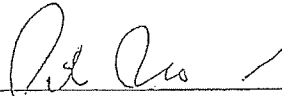
RECITALS

- A. The Queen Creek Domestic Water Improvement District of Pinal County and the Queen Creek Domestic Water Improvement District of Maricopa County caused a water distribution system to be constructed within its boundaries, the cost to be paid for by the property owners in the Districts through a special assessment.
- B. The Districts entered into a Water Service Agreement with the Queen Creek Water Company (attached hereto and incorporated herein as Exhibit 1) for the provision of water services within the Districts and for payment of maintenance costs.
- C. The Town of Queen Creek purchased the Queen Creek Water Company System which included the right to provide water service in the Districts and receive maintenance costs for repairing, maintaining, insuring and replacing components of the System as necessary, contained within the boundaries of the Districts.
- D. In order to continue making payments to the Town of Queen Creek for water services and maintenance costs under the Water Service Agreement, the Town of Queen Creek has agreed to consider the adoption of a Resolution acknowledging their assumption of all rights and obligations under the Water Service Agreement. The proposed Resolution is attached hereto and incorporated herein as Exhibit 2.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The Queen Creek Domestic Water Improvement District of Pinal County is hereby authorized to make payments for services under the Water Service Agreement to the Town of Queen Creek upon the Town's adoption of the proposed Resolution acknowledging their assumption of all rights

and obligations under the Water Service Agreement.

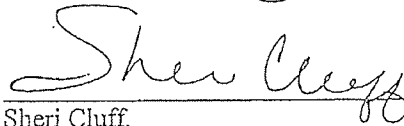
PASSED AND ADOPTED this 27th day of October, 2010.



Pete Rios, Chairman,
Queen Creek Domestic Water Improvement District of Pinal County

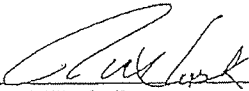


ATTEST:



Sheri Cluff,
Clerk of the Board

APPROVED AS TO FORM:



Rick V. Husk, Deputy
Pinal County Attorney,
Civil Division

WATER SERVICE AGREEMENT

This Water Service Agreement ("Agreement") is made and entered into this 04 day of March, 1994, by and between QUEEN CREEK DOMESTIC WATER IMPROVEMENT DISTRICT OF MARICOPA COUNTY, an improvement district organized pursuant to Title 48, Chapter 6, Article 1, Arizona Revised Statutes (hereinafter referred to as "Maricopa District"), QUEEN CREEK DOMESTIC WATER IMPROVEMENT DISTRICT OF PINAL COUNTY, "Pinal District", and QUEEN CREEK WATER COMPANY, an Arizona public service corporation (hereinafter referred to as "QCWC").

WITNESSETH

WHEREAS, both Districts have been organized pursuant to the laws of the State of Arizona as hereinabove set forth, with boundaries established in Maricopa and Pinal Counties as more particularly set forth in Exhibit A;

WHEREAS, both Districts will cause a water distribution system (the "System") to be constructed within their boundaries, the cost of the System to be paid for by the Districts;

WHEREAS, both District boundaries lie within areas described by Certificates of Convenience and Necessity previously issued by the Arizona Corporation Commission (hereinafter referred to as the "Commission") to QCWC; and

WHEREAS, the owners of property within both Districts desire to secure water service from QCWC through the System, and QCWC desires to provide such service to the property owners within the Districts; and

WHEREAS, the System is interconnected with adjoining improvement districts in Maricopa and Pinal Counties and both Districts require common improvements for the storage and delivery of domestic water from the QCWC.

NOW, THEREFORE, it is hereby agreed as follows:

1. System Description. The System to be constructed by the Districts is depicted on the map attached hereto as Exhibit B and incorporated herein by this reference. The System is subject to final approval by Maricopa County and Pinal County. The System will result in water lines adjacent to nearly all parcels within both Districts at the time they were organized. Any additional lines required to provide service to properties within either District shall be at the property owner's expense.

2. Contribution of System. Neither District desires to own and maintain the System. However, the current federal Internal Revenue Code makes ownership of the System by QCWC economically unfeasible. If, during the term of this agreement, QCWC or its successor in interest responsible for providing water service within the Districts, requests ownership of the System, either District, may, if it determines it is in the best interest of the

district and its patrons, elect to convey the system to QCWC or its successor. The Board of Directors of the District choosing to convey must approve said conveyance and any conditions set forth therein, as agreed upon by QCWC. Conveyance of the System shall include all easements and land rights necessary to provide access to the System by QCWC or its successor.

3. Transfer of System. If either District desires to transfer ownership of the System to any third party prior to receiving a request from QCWC pursuant to Section 2 hereof, that District shall, prior to offering the System to such third party, give notice to QCWC and QCWC shall have the first right of refusal regarding ownership of the System. QCWC shall respond, in writing, within 90 days as to their interest in said System. If QCWC fails to respond in writing within 90 days, then that District can proceed with transfer of the system to the third party.

4. Rates and Charges. QCWC shall provide water service to persons residing within both Districts upon application for service and compliance with QCWC's applicable terms and conditions of service. QCWC shall charge each customer within either District who receives water service in accordance with the schedule of rates and charges attached hereto as Exhibit C and incorporated herein by this reference, at such time as such rates and charges are approved by the Commission. As soon as practicable upon execution of this Agreement, QCWC will apply to the Commission for approval of the rates and charges set forth in Exhibit C. Such rates and charges shall not include any Maintenance Costs as defined in Section 7 hereof. Both Districts acknowledge that such rates and charges are subject to the jurisdiction of the Commission, and are subject to change from time to time upon application by QCWC and approval by the Commission. Both Districts further acknowledge that such rates and charges are not included in the assessments paid by the property owners. Pending approval by the Commission of such rates and charges, QCWC will provide water at the rates currently in effect for its potable supplies.

5. Meter Installation. QCWC shall be responsible for the installation of any and all water meters required for the billing of customers, subject to the payment of charges set forth in Exhibit C by the person applying for service.

6. Use of System. During the time either District owns the system, QCWC shall have the right to use the System, without charge, for the purpose of providing water service to residents within either District. All connections to the System within either District boundary shall be approved by both QCWC and the respective District, excluding service connections authorized by QCWC. No construction costs shall be borne by either District for any connections.

Connections to the System for the benefit of property not within either District boundary shall be subject to approval by the respective District. A fee of one-hundred dollars (\$100) per acre or any portion of an acre shall be paid to that District for all approved connections and no costs for constructing, maintaining or operating such ancillary systems shall be borne by either District.

7. Maintenance. During the time that either District owns a portion of the System, QCWC shall be paid by the District for costs (the "Maintenance Costs") incurred by QCWC in repairing, maintaining and insuring that portion of the System, and in replacing components of the System, as necessary. Prior to commencement of water service, QCWC shall submit an estimated budget of Maintenance Costs for the System's first fiscal year of operation in each District. Maintenance Costs shall be separated between the Maricopa and Pinal Districts. Costs for maintenance of items common to both Maricopa and Pinal Districts shall be allocated proportionate to the size of each District, 1/3 to Maricopa District and 2/3 to Pinal District. Based on this estimate each District shall include in its budget an amount sufficient to cover such Maintenance Costs. Thereafter, QCWC shall submit an estimated budget of Maintenance Costs to each District in March of each year. Each District shall review and approve for its budget an amount sufficient to cover the Maintenance Costs. Invoices for Maintenance Costs shall be submitted by QCWC in January and July of each year, beginning after water service is first provided, based on the actual costs incurred by QCWC, including a reasonable charge for labor and equipment provided by QCWC. Each District shall pay the approved invoiced amount within 45 days after receipt of an invoice from QCWC.

8. Easements. The System and all facilities within either District shall be constructed within established easements or rights-of-way or upon property leased or purchased for such use (collectively, "Easements"). These Easements shall be sufficient to provide QCWC with access to the System for the purpose of repair and maintenance of the System.

9. Binding Effect. This Agreement shall be binding on the parties hereto and their respective successors and assigns.

10. Entire Agreement. This Agreement contains the entire agreement of the parties and may not be changed, modified or rescinded except in writing, signed by all parties hereto.

11. Notices. Any notices, invoices or other communications contemplated or made pursuant to this Agreement shall be properly given, made or delivered if sent by United States mail, hand delivery or facsimile to the following:

QCWC:	Maricopa:	Pinal:
Paul T. Gardner	Superintendent of Streets	Chairman, Board
President	2901 W. Durango St.	of Supervisors
Queen Creek Water Company	Phoenix, AZ 85009	P.O. Box 827
P.O. Box 366		Florence, AZ 85232
Queen Creek, AZ 85242		

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12. Term. This Agreement shall continue in full force and effect for thirty years from the day and year first above written and may be extended or renewed at any time during its term upon the request of any party and at the mutual agreement of all parties.

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

QUEEN CREEK WATER COMPANY

By: Paul T. Gardner
President

Date: 3-21-94

ATTEST:

Connie Spelman-Shinn

Date 3-21-94

QUEEN CREEK DOMESTIC WATER
IMPROVEMENT DISTRICT OF
PINAL COUNTY

By: Dorrie Smith
Chairman, Board of Directors

Date: 6/23/94

ATTEST:

[Signature]
Clerk Date 6/23/94

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney, Pinal

Date: 3-30-94

QUEEN CREEK DOMESTIC WATER
IMPROVEMENT DISTRICT OF
MARICOPA COUNTY

By: Betsy Bayless
Chairman Board of Directors

Date: MAY 04 1994

ATTEST:

[Signature]
Clerk

Date: MAY 04 1994

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney, Maricopa

Date: 3-15-94

EXHIBIT A

LEGAL DESCRIPTION OF QUEEN CREEK DOMESTIC WATER IMPROVEMENT
DISTRICT OF MARICOPA COUNTY:

1. The Northeast One-quarter of the Northeast One-quarter (NE1/4, NE1/4) of Section 32.
2. The East One-half of the Northwest One-quarter of the Northwest One-quarter of the Northwest One-quarter (E1/2, NW1/4, NW1/4, NW1/4) of Section 33.
3. The East One-half of the Northwest One-quarter of the Northwest One-quarter (E1/2, NW1/4, NW1/4) of Section 33.
4. The Northeast One-quarter of the Northwest One-quarter (NE1/4, NW1/4) EXCEPT the Southeast One-quarter of the Northeast One-quarter of the Northwest One-quarter (SE1/4, NE1/4, NW1/4) of Section 33.
5. The East One-half of the Southeast One-quarter of the Northwest One-quarter (E1/2, SE1/4, NW1/4) of Section 33.
6. The Northeast One-quarter (NE1/4) of Section 33.
7. The Northeast One-quarter of the Southeast One-quarter (NE1/4, SE1/4) of Section 33.
8. The South One-half of the Northwest One-quarter of the Southeast One-quarter (S1/2, NW1/4, SE1/4) of Section 33.

All in Township 2 South, Range 7 East, of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.

LEGAL DESCRIPTION OF QUEEN CREEK DOMESTIC WATER IMPROVEMENT
DISTRICT OF PINAL COUNTY:

Sections 3, 4 and 5, the East One-half of the East One-half (E2E2) of Sections 6 and 7, and
the North One-half of the East One-half of the East One-half (N2E2E2) of Section 18,
Township 3 South, Range 7 East of the Gila and Salt River Base and Meridian, Pinal County,
Arizona.

EXHIBIT B

SHARED MAINTENANCE COST FOR PINAL/MARICOPA COUNTIES INCLUDE:

A. 210,000 GALLON STORAGE TANK

B. 10" MAINLINE ON HAWES ROAD AND VALVES

C. WELL AND BOOSTER PUMPS AT HAWES/RIGGS AND HAWES/CHANDLER HEIGHTS

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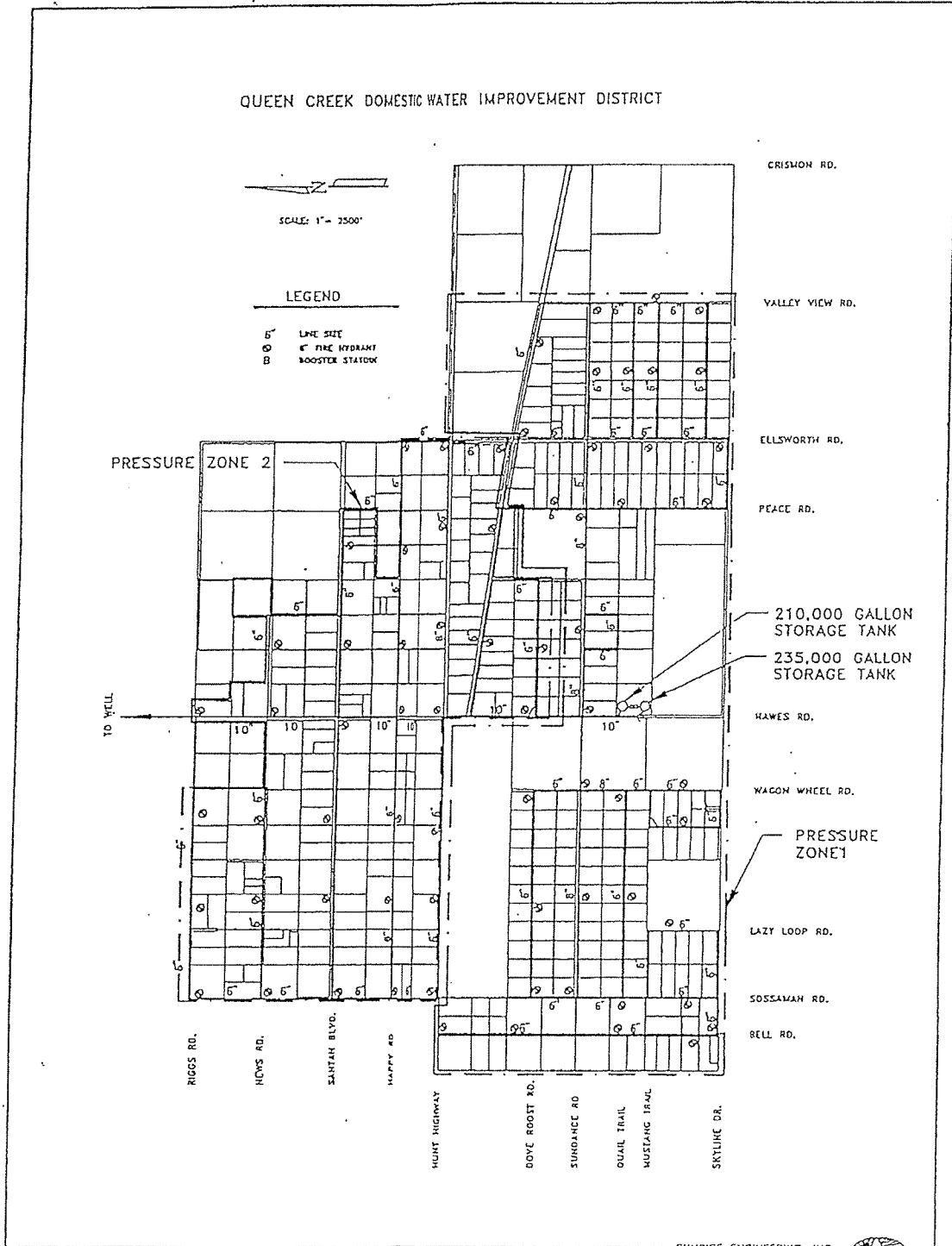


FIGURE 4 - ALTERNATIVE B
V-3.



July 10, 2012

Paul Gardner
Utility Services Department Director
Town of Queen Creek
22350 S. Ellsworth Road
Queen Creek, AZ 85142

SUBJECT: Hunt Highway Widening Project
Federal Project No. STP-PPN-0(205)A
ADOT TRACS No. 0000 PN PPN SS919 01C
Pinal County Project No. 6621142

Dear Mr. Gardner:

As discussed previously with the Town of Queen Creek Utility Service Department, relocations are required for Pinal County's Hunt Highway Road Widening Project of the Queen Creek Domestic Water Improvement District of Pinal County (QCDWID) waterline in which you operate and maintain per Resolution No. 102710-QCDWID.

Pinal County's Design Engineer, TYLIN International estimated the cost for construction to be \$118,870.50, see attached. Upon completion of construction the Town of Queen Creek will invoice Pinal County the actual cost and receive reimbursement through the QCWID agreement.

This letter serves as your official notice to proceed to begin relocation construction efforts not to exceed the amount estimated above.

Please contact Celeste Pemberton, Hunt Highway Project Manager at 520-866-6402 or Celeste.Pemberton@pinalcountyaz.gov if you require any additional information.

Sincerely,

Manny Gonzalez
Assistant County Manager of Administrative Services

cc. Mike Johnson, Town of Queen Creek, Field Superintendent