



Agenda

Regular and Possible Executive Session Queen Creek Town Council

Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
January 16, 2013
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:

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

- A. Recognition of Eagle Scout Chandler Mason Dayley
- B. Recognition of Eagle Scout Dwayne Henderson
- C. Recognition of Rock Point Church
- D. 5- Year Service Awards – Queen Creek Fire Department
- E. Results of the curbside textile recycling program
- F. Annual State of the Town Address (*A reception will follow immediately*)

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; CAG. 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.

C. Town Center Committee – January 9, 2013

D. Transportation Advisory Committee – January 10, 2013

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

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

A. Consideration and possible approval of the December 19, 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 authorizing the Town Attorney to file a lawsuit against the National Reined Cow Horse Association. **TAB C**

D. Consideration and possible approval of an application for a Wine Festival License submitted by John McLoughlin, Bitter Creek Winery, to be held in conjunction with the Schnepf Farms Peach Blossom Festival on weekends during the month of February and on the first weekend in March 2013. The wine festival will be held at Schnepf Farms, 24810 S. Rittenhouse Road. **TAB D**

E. Consideration and possible approval of a one-year graphic design contract, with up to four possible one-year renewals, with Esser Design, LP&G, Inc., Owens Harkey Advertising, Peppertree Marketing and PRfect Media International for graphic design services on an as-needed basis. **TAB E**

F. Consideration and possible approval of a one-year service contract, with up to four possible one-year renewals, with In-Pipe Technology Company, in an amount not to exceed \$46,800 annually, for sewer odor and corrosion control services. **TAB F**

G. Consideration and possible approval of a lease agreement with Tuck Hollimon/Farmers Insurance for a renewable one-year lease of premises located at 22249 S. Ellsworth Rd. **TAB G**

H. Consideration and possible approval of **DR12-081** “Standard Pacific Homes at Charleston Estates”, a request by Standard Pacific of Arizona for approval of five (5) new floor plans with three (3) elevations each to be constructed in the southern half of Charleston Estates, located at the northwest corner of Ocotillo and Signal Butte Roads. **TAB H**

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I. Consideration and possible approval of **DR12-107** "Richmond American Homes at Ocotillo Heights Phase 1", a request by Richmond American Homes for approval of six (6) new floor plans with three (3) elevations each to be constructed in Ocotillo Heights Phase 1, located at the southwest corner of Ocotillo and Signal Butte Roads. **TAB I**

J. Consideration and possible approval of a budget policy amendment concerning enterprise fund programs allowing the Town Manager to approve appropriation increases with corresponding revenue, up to a cap of \$100,000. **TAB J**

K. Consideration and possible approval of **Resolution 929-13** adopting the revised Town Center Committee By-laws. **TAB K**

L. Consideration and possible approval of **Resolution 930-13** adopting the revised Economic Development Commission By-laws. **TAB L**

*M. Public Hearing and possible approval of **Ordinance 525-13 – TA12-113** a staff initiated modification of Article 3 Section 3.3 of the Zoning Ordinance regulating General Plan Amendments. **TAB M**

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

None.

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

9. Discussion and possible action on Annexation cost-benefit options. **TAB N**

10. Discussion and possible action on transportation related Capital Improvement Projects (CIP) to supplement the existing authorized Five-Year CIP Program. **TAB O**

11. Discussion and possible action on directing the Town Manager to submit a letter to the Queen Creek County Island Fire District Board authorizing the start of negotiations concerning an Intergovernmental Agreement (IGA) for fire and emergency services. **TAB P**

12. Discussion and possible action on establishing a committee and process to consider amendments to the Residential Architectural Design Standards. **TAB Q**

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13. Consideration and possible approval of **Resolution 931-13** for the authorization to apply for a drinking water revolving fund loan in the amount of \$16,000,000 from the Water Infrastructure Finance Authority of Arizona (WIFA) concerning the acquisition of H2O Water Company. **TAB R**

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.

14. 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's representatives regarding the possible sale or lease of property (related to a request from Grand Canyon University). A.R.S. 38-431.03(A)(4) & (7).

15. Adjournment



**Minutes
Work Study Session
Queen Creek Town Council**

Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
December 19, 2012
5:30pm

1. Call to Order

The Work Study Session was called to order at 5:31pm.

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. 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 with the Town's Attorney and representatives regarding the sale or lease of 20-acre parcel in Town Center. A.R.S. 38-431.03(A)(3), (4) & (7).

B. Discussion and consultation with the Town Attorney for legal advice and to consider the Town's position and advise its attorney regarding pending or contemplated litigation: National Reined Cow Horse Association. ARS 38-431.03(A)(3) and (4).

C. Discussion and consultation with the Town Attorney for legal advice on Boards, Committees and Commissions roles and responsibilities. ARS 38-431.03(A)(3).

D. Discussion and consultation with the Town Attorney for legal advice in regard to general plan amendments. ARS 38-431.03(A)(3).

Motion to adjourn to Executive Session at 5:32pm (Brown/Benning/Unanimous)

The Work Study Session reconvened at 6:30pm.

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

Representatives Warren Petersen and Doug Coleman were recognized.

4. Discussion on the 2013 State Legislative Agenda and introduction of the recommended Town lobbyist –Kutak Rock.

Wendy Kaserman, Assistant to the Town Manager/Intergov, explained how the State Legislative Agenda serves as direction for staff during the legislative session. Ms.

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Kaserman reviewed briefly the agenda that focuses on local control and local revenues, specifically the construction sales tax. The proposed lobbyist contract was also discussed and Marc Osborn and Sara Spellman of Kutak Rock were introduced. Ms. Kaserman added that legislative updates to the Mayor/Council and residents would be provided.

5. Quarterly Marketing update.

Marnie Schubert, PIO, reviewed marketing activities including Horseshoe Park & Equestrian Centre for the last quarter (Sept. – Dec. 2012) which included partnership marketing; on-line & paid advertising and social media. Ms. Schubert also introduced the new campaign “Rediscover Your Community” that will begin January 7, 2013 and focus on residents visiting businesses and destinations in the Town.

6. Adjournment

The Work Study Session was adjourned at 6:43pm.



Minutes
Regular Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
December 19, 2012
7:00 p.m.

1. Call to Order

The meeting was called to order at 7:01pm.

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 Ethan Wills, Scout Troop #982

4. Invocation: Pastor Ron Nelson – Life Link Church

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

A. Recognition of the Queen Creek High School Football Team for leadership and winning the State Division III Championship

Mayor Barney commended the Queen Creek High School Football Team for helping other students and physical and social leadership at Queen Creek High School. Mayor Barney read a proclamation naming December 19-25, 2012 as Bulldog Week in Queen Creek.

B. National League of Cities – Diamond Level of Leadership: Council Member Barnes; Bronze Level of Leadership: Council Member Wheatley and Wendy Kaserman. In addition, the Town was recognized for 15-year membership.

Council Member Barnes was recognized for achieving the Diamond Level in the National League of Cities Leadership Training Institute and Council Member Wheatley and Wendy Kaserman were each recognized for achieving the Bronze Level. In addition, the Town was recognized for maintaining membership with NLC for 15 years.

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; CAG. 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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Central Arizona Association of Governments (CAG) 12-12-12: Vice Mayor Benning reported that a quorum was not present and reviewed the agenda items.

Phoenix-Mesa Gateway Airport (PMGA) Authority 12-17-12: Vice Mayor Benning reported on the approval of a design contract for baggage handling equipment; approval of a contract for way-finding signage and a contract for on-site/terminal advertising. The recruitment process for a new Executive Director was also discussed. The next meeting is January 22, 2013.

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.

None.

C. Parks & Recreation Advisory Committee – December 11, 2012: Council Member Oliphant reported on the information items including: updates on wash improvements and development; growth trends; Boys & Girls Club 1st quarter report and recreation services. Vacancies on the Committee were also discussed. The next meeting is March 12, 2013.

D. Town Center Committee – December 12, 2012: Council Member Oliphant reported on the General Plan Amendment recommendations; ADOT Passenger Rail Study recommendation; amendment approval to the Town Center Committee by-laws regarding Council Members as voting members and discussion on reconsidering a façade improvement application regarding signage. The next meeting is January 9, 2013.

The Mayor introduced State Representatives Warren Petersen and Doug Coleman. Representative Coleman provided some background history on his experience and said he understands the impacts the Legislature can have cities & towns.

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.

Silvia Centoz, 26226 S. Hawes Rd., said she was concerned that the new Council Members don't know about the geotechnical issues on the north side of the San Tan Mountains and would like the Council to have a discussion at a Work Study Session.

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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 December 5, 2012 Work Study and Regular Session Minutes.

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

a. Brown & Associates: On-Call building plan review and inspection services - \$115,000.

b. Southwest Traffic Engineering LLC: On-Call traffic engineering services - \$67,000.

C. Consideration and possible approval of the 2nd Amendment to the Service Contract 2011-74 with Romo Irrigation in the amount not to exceed \$85,000 annually for irrigation services.

D. Consideration and possible approval of a Professional Services Contract with Kutak Rock in the amount not to exceed \$45,000 for state lobbying services.

E. Consideration and possible approval of the 2013 State Legislative Agenda.

F. Consideration and possible approval of a Marketing Partnership Agreement with the Old Town Queen Creek Alliance.

G. Consideration and possible approval of a Professional Services Contract with Sunrise Engineering in the amount not to exceed \$80,000 annually for as needed engineering plan review and inspections.

H. Consideration and possible approval of the purchase terms for acquiring the H2O Inc. Water Utility.

I. Consideration and possible approval of a request to serve distilled alcoholic beverages at the 2013 Roots N' Boots Rodeo at Horseshoe Park and Equestrian Centre.

J. Consideration and possible approval of a Special Event Liquor License for the 2013 Roots N' Boots Rodeo at Horseshoe Park and Equestrian Centre.

*K. Public Hearing and possible approval on **Resolution 925-12 Major General Plan Amendment GPA12-050**, a staff initiated request to add a new Goal 6 to the Environmental Planning Element of the Queen Creek General Plan dealing with the identification and preservation of aggregate materials.

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*L. Public Hearing and possible approval on **Resolution 927-12 Major General Plan Amendment GPA12-052**, a staff initiated request to add a new Goal 7 to the Transportation and Circulation Element and new Goals 7 and 8 and other text modifications to the Town Center Element of the Queen Creek General Plan to encourage and promote the use of Transit Oriented Design.

*M. Public Hearing and possible approval of **RZ12-057/SD12-058/DR12-096 – ORDINANCE 524-12 Ocotillo Heights, Phase 2**, a request to rezone from R1-43 to R1-7 PAD and approval of a preliminary plat for 172 lots on 63.5 acres located west of Signal Butte Road, ½ mile south of Ocotillo Road. In addition design review approval of 11 floor plans with 3 elevations each is requested.

Council requested Items H, I & J be pulled for discussion.

Motion to approve the remainder of the Consent Calendar (A-G & K-M) as presented (Barnes/Benning/Unanimous)

Item H: Assistant Town Manager Patrick Flynn reviewed the Council's authorization to staff to negotiate the purchase terms with H2O Water Utility. Mr. Flynn said there would be additional steps in the purchasing process that would require Council approval. Mr. Flynn also stated that general funds would not be required for the purchase.

Motion to approve Item H as presented (Barnes/Wheatley/Unanimous)

Item I & Item J (addressed together): Economic Development Director Doreen Cott reviewed the request from Friends of Horseshoe Park to serve distilled alcohol with a special event liquor license at the Roots N' Boots Rodeo at Horseshoe Park & Equestrian Centre. Ms. Cott also explained that the Town's liquor license would be suspended for the event and 25% of the proceeds would go to the Friends of Horseshoe Park (a non-profit organization).

Item I: Motion to approve as presented (Brown/Benning) 6-1 (Wheatley) Motion Passed.

Item J: Motion to approve as presented (Brown/Benning) 6-1 (Wheatley) Motion Passed.

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

9. Public Hearing and possible action on Resolution 922-12 Major General Plan Amendment GPA12-047 (Box Canyon area), a staff initiated request to amend the text of the Land Use Element of the Queen Creek General Plan and add a new Goal 6 to the San Tan Foothills Element of the Queen Creek General Plan, increasing the permitted

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residential density to 1.8 du/ac in Master Planned Communities and providing environmental guidelines for Master Planned Communities.

Town Attorney Fredda Bisman provided some clarification of the Zoning Ordinance requirements regarding any changes to the General Plan Amendment applications by the Town Council. The Town Council may do the following: remand the application back to Planning & Zoning Commission; approve the application as submitted; approve a part of the application as submitted; continue to a future meeting any action on the application, or; deny the application.

Planning Administrator Wayne Balmer reviewed the proposed amendment initiated by staff that would provide additional detail in the San Tan Foothills Element regarding density for future development and environmental guidelines for master planned communities.

Mr. Balmer showed a conceptual plan submitted by the 10 property owners, showing what could be developed and how the environmental issues could be addressed. Mr. Balmer further discussed the two proposals of adding a definition of master planned communities and density of 0 - 1.8 (max) dwelling units/acre and a new Goal 6 for the San Tan Foothills Element. The Planning and Zoning Commission and staff recommended approval of the general plan amendment.

Council asked for further information on how the infrastructure for the area would be built, including sewer, water and roads. Mr. Balmer responded that the developer is required to connect to existing water & sewer at the developer's expense and roadway improvements are unknown at the time since no development application has been submitted. He added that infrastructure improvements and costs can be addressed in development agreements.

Council discussed density calculation; open space; and access.

The Public Hearing was opened.

Gordon Brown, Pinal County, spoke in opposition.

Troy Peterson, representing the property owners, stated the General Plan Amendment case is a result of the unique area of San Tan Foothills. He said that many other developments have been looked at and a lot of issues have to be worked out before any development occurs and the proposed new Goal 6 would provide additional guidelines.

Silvia Centoz, 22626 S. Hawes Rd., Maricopa County, spoke in opposition citing environmental concerns.

Kristen Guerra, Pinal County, written comment opposed.

Ed Guerra, Pinal County, written comment opposed.

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Arline Studley, representing the Friends of San Tan Regional Mountain Park, spoke in opposition due to environmental and natural desert concerns.

Kevin Petersen, Queen Creek, spoke in support.

Mark Reeb, Mesa, property owner of 658 acres in Box Canyon, spoke in support. He stated that he previously worked on a project but was encouraged to work with adjacent property owners. He said the General Plan Amendment would give additional guidelines for development.

Stu Seatling, submitted written comments in opposition.

Regina Whitman, Queen Creek, spoke in opposition and in regard to the unique desert environment being ruined.

Inge Volkman, submitted written comments in opposition.

Melanie Rettler, Queen Creek spoke in opposition and in regard to fissures, property devaluation and disclosures.

Kent Musgrave, Chandler Heights, spoke in opposition.

The Public Hearing was closed.

Council discussed the general plan amendment procedures/guidelines, individual property and development rights, environmental studies and annexation. Town Manager John Kross explained that state law allows development of property unless identified or mapped as open space and that the annexation of the Box Canyon area was to ensure responsible development.

Motion to approve Resolution 922-12 Major General Plan Amendment GPA12-047 (Box Canyon area), a staff initiated request to amend the text of the Land Use Element of the Queen Creek General Plan and add a new Goal 6 to the San Tan Foothills Element of the Queen Creek General Plan, increasing the permitted residential density to 1.8 du/ac in Master Planned Communities and providing environmental guidelines for Master Planned Communities (Gad/Brown) 6-1 (Benning) Motion Passed.

The meeting was recessed from 8:55pm – 9:05pm.

10. Public Hearing and possible action on Resolution 923-12 Major General Plan Amendment GPA12-048 (Bello), a request by Greg Davis on behalf of Arcus Private Capital Solutions to amend the General Plan Land Use Map for 122+/- acres at the northeast corner of Ellsworth and Empire Roads from Very Low Density Residential (0-1 dwellings per acre) to Low Density Residential (0-2 dwellings per acre).

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Mr. Balmer reviewed the General Plan Amendment request for a currently approved subdivision. Mr. Balmer stated that a rezoning application had been submitted but is being held pending the outcome of the General Plan Amendment.

Mr. Balmer discussed issues of density; transition to other lower density neighborhoods; and location adjacent to Pegasus Airpark runway. Mr. Balmer reviewed the concept plan showing possible lot layout and transportation/circulation plan. The Planning and Zoning Commission and staff recommended approval.

Greg Davis, representing the applicant, gave a presentation on the request to increase density and explained that demand for large lots has decreased; buyers desire less financial commitment and lenders are reluctant to make loans for larger custom homes. Mr. Davis said the request is for $\frac{1}{4}$, $\frac{1}{2}$ & $\frac{3}{4}$ acre lots with a production home builder product. He further reviewed the conceptual plan showing larger lots on the perimeter with smaller lots interior providing for the transition.

Council asked Mr. Davis to clarify the size of lots proposed. Mr. Davis responded that the homes will be production homes, not custom.

Council discussed how safety concerns regarding the airpark had been addressed, off-site infrastructure was complete and accommodating the changing economy/lifestyle.

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

Motion to approve Resolution 923-12 Major General Plan Amendment GPA12-048 (Bello), a request by Greg Davis on behalf of Arcus Private Capital Solutions to amend the General Plan Land Use Map for 122+/- acres at the northeast corner of Ellsworth and Empire Roads from Very Low Density Residential (0-1 dwellings per acre) to Low Density Residential (0-2 dwellings per acre as recommended by the Planning and Zoning Commission (Wheatley/Gad) 6-1 (Oliphant) Motion Passed.

11. Public Hearing and possible action on **Resolution 924-12 Major General Plan Amendment GPA12-049** (Queen Creek Station), a request by the Rose Law Group on behalf of Fulton Homes to amend the General Plan Land Use Map for 503+/- acres of the Queen Creek Station project's 1,139 acres located on both sides of Ellsworth Road between Germann and Queen Creek Roads from Employment A to Medium High Density Residential – A (up to 5 du/ac); Mixed Use to Medium High Density Residential – A (up to 5 du/ac); Very Low Density Residential (up to 1 du/ac) to Medium High Density Residential – A (up to 5 du/ac); Medium High Density Residential – B (up to 8 du/ac) to Medium Density Residential – A (up to 5 du/ac). An amendment to the Transportation and Circulation Element of the General Plan is also requested to reflect that Ellsworth and Queen Creek Roads will retain their current alignments.

Mr. Balmer reviewed the current General Plan Map approved in 2007 and the conceptual plan for the 1139 acres known as Queen Creek Station. Mr. Balmer stated at that time there was one property owner but now there are seven (7) and Fulton Homes is acting as the applicant, representing the owners.

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Mr. Balmer then reviewed the proposed changes that include: keeping Ellsworth and Queen Creek Roads on their current alignment; reduced commercial and mixed-use areas; reduced density for most residential areas and residential buffers to lower density residential reduced or eliminated. The applicant submitted the general plan amendment application with a conceptual plan for 503 acres west of Ellsworth Road (Fulton Home project) and a conceptual plan for San Tan Settings east of Ellsworth Road.

Mr. Balmer discussed several issues to be considered that include the proposed land use changes, transportation/circulation changes, reduction of mixed use and employment areas and the deletion of the master planned concept.

Mr. Balmer reviewed staff's recommendation, Committee recommendations/comments and the Planning and Zoning Commission's recommendation

Council discussed roadway improvements to Ellsworth Road and possible coordination with other property owners or the use of the scalloped street ordinance. Town Manager John Kross replied that the scalloped street process could be used but that it is a time intensive procedure and creates a separate taxing district. There was further discussion on the alignment of Ellsworth Road and Queen Creek Road and concern that there had been little comment from Queenland Manor.

Jordan Rose, Rose Law Group, representing the applicant, gave a presentation on the proposed general plan amendment.

Paul Basha, the applicant's traffic engineer, reviewed and discussed the proposed transportation/circulation element regarding Queen Creek and Ellsworth Road alignments and signalization.

The Public Hearing was opened.

Melanie Rettler, Queen Creek, spoke in opposition. She stated that eliminating the 400' bufferyard from Ryan Road breaks a prior agreement.

Norm Nichols, Fulton Homes, thanked the Council and staff for the time spent on the general plan amendment. He also thanked the neighbors for attending the many meetings to work out issues with conflicting lifestyles.

Al Weiss, Queen Creek, spoke in opposition regarding the transition of densities and didn't like that Ellsworth Road would stay on the current alignment.

Ruben Valenzuela, Queen Creek, spoke in opposition regarding traffic from higher density neighborhoods requiring Ellsworth Road to be widened.

Ray Epps, Queen Creek, spoke in opposition. He stated that he appreciated that Fulton Homes reduced density but was told that if the general plan amendment isn't approved that Fulton Homes would build according to the approved (current) plan.

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Bill Stevenson, Queen Creek, spoke in support.

The Public Hearing was closed.

Council further discussed the Transportation Advisory Committee recommendation for Queen Creek Road realignment and the additional signals and traffic around Queenland Manor. Discussion also included lack of comments from residents of Queenland Manor; and concerns regarding commercial uses, reduced densities and road alignments.

There was discussion on whether to continue consideration of the application to a future meeting or remanding back to the Planning and Zoning Commission with changes. Mr. Kross recommended a 60-day continuance so that a text amendment to the Zoning Ordinance regarding general plan amendments could be processed. Council did state concerns about the applicant having to wait and had further discussion on approving a part of the project.

Jordan Rose requested approval of the land use amendment for west of Ellsworth Road (Fulton Homes) and was agreeable to remanding the east half and the transportation/circulation element back to Planning and Zoning Commission.

Motion to continue Resolution 924-12 Major General Plan Amendment GPA12-049 (Queen Creek Station) to the February 20, 2013 Council Meeting in order to resolve differences with the Planning and Zoning Commission recommendations (Benning/Brown)

Discussion continued on amending the Zoning Ordinance to allow the Town Council to make changes to a general plan amendment application. Mr. Balmer stated that the applicant had filed a rezoning case and asked whether it could move forward during the sixty-day continuance "at risk".

Vote: 6-1 (Barney) Motion Passed.

Mayor Barney declared a conflict of interest and turned the gavel over to Vice Mayor Benning.

12. Public Hearing and possible action on Resolution 926-12 Major General Plan Amendment GPA12-051, a staff initiated request to add a new Goal 8 to the Transportation and Circulation Element of the Queen Creek General Plan related to the realignment of Signal Butte Road.

Mr. Balmer reviewed the proposed amendment. The Public Hearing was opened, no one came forth and the Public Hearing was closed.

Motion to approve Resolution 926-12 Major General Plan Amendment GPA12-051, a staff initiated request to add a new Goal 8 to the Transportation and Circulation Element of the Queen Creek General Plan related to the realignment of Signal Butte Road (Gad/Wheatley/6-0 Motion Passed)

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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.

None.

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. Quarterly Marketing update. *No further discussion.*

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

None.

15. Adjournment

The Regular Session adjourned at 12:05am.



Requesting
Department:
Management Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: KIM CLARK, SR. FINANCIAL SERVICES ANALYST

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

DATE: JANUARY 16, 2013

Staff Recommendation:

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

Relevant Council Goal(s): N/A

Proposed Motion:

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

Discussion:

The following items being requested are:

1. Slurry Seal Services
2. Microseal Services

See attachment for additional explanation on the above expenditures.

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures is \$ 563,286. Funds have been identified within their line items budget as approved in the 2012-13 fiscal year budgets.

Alternatives:

1. Council could choose not to approve the expenditure. The impact of this action would prevent staff from performing required maintenance on the Town's streets at the recommended application intervals.

2. Council could choose not to approve the expenditure. The impact of this action would prevent staff from performing required maintenance on the Town's streets at the recommended application intervals.

Attachments:

A detailed list of requested expenditures.

Attachment: Expenditures \$25,000 and over

For Fiscal Year 2013

January 16, 2013

Item #	Vendor	Description	Purpose	Requesting Dept	Fiscal Impact \$	Procurement Method
1	Southwest Slurry Seal, Inc.	Slurry Seal Services	Contract to apply slurry seal to residential streets identified in the Pavement Maintenance Plan, approved by Council in the 2012/13 budget.	Development Services (Public Works)	449,475	Town of Gilbert Agreement No. 2012-4106-0009, a cooperative contract
2	International Surfacing Systems	Microseal Services	Contract to apply microseal to arterial and collector streets identified in the Pavement Maintenance Plan, approved by Council in the 2012/13 budget.	Development Services (Public Works)	113,811	Town of Gilbert Agreement No. 2012-4106-0010, a cooperative contract



Requesting Department:

Legal

TO: HONORABLE MAYOR AND TOWN COUNCIL

**FROM: FREDDA BISMAN
DICKINSON WRIGHT/MARISCAL WEEKS
TOWN ATTORNEYS**

**RE: CONSIDERATION AND POSSIBLE ACTION AUTHORIZING
TOWN ATTORNEYS TO FILE LAWSUIT AGAINST NATIONAL
REINED COW HORSE ASSOCIATION (NRCHA)**

DATE: January 16, 2013

Staff Recommendation:

Staff recommends authorizing and directing the Town Attorneys to file a lawsuit against the NRCHA, for the breach of their agreement with the Town

Proposed Motion:

Authorize Town Attorneys to file a lawsuit against the NRCHA for the breach of their agreement with the Town.

Background:

In August, 2011, the NRCHA entered into an agreement with the Town to hold an annual event at Horseshoe Park in each of the next three years. After the first event, the NRCHA praised both the Horseshoe Park facility and the Town for the way in which the event was conducted. Nevertheless, the NRCHA subsequently wrote the Town, cancelling its events for 2013 and 2014. This item, if approved, will direct the Town Attorneys to file a lawsuit against the NRCHA asking for damages in the approximate amount of \$56,000.00.

Fiscal Impact:

It is anticipated that the costs of the litigation will be paid out of funds allocated for legal expenses in the Town budget.



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: Jennifer Robinson, Town Clerk
Fredda J. Bisman, Town Attorney**

**RE: Wine Festival License – Bitter Creek Winery for a wine festival
in conjunction with Schnepf Farms Peach Blossom
Celebration**

DATE: January 16, 2013

Staff Recommendation:

Staff recommends that the Town Council consider a recommendation of approval based on the application and the investigation results (if any) received from Maricopa County Sheriff's Office (MCSO).

Proposed Motion:

Motion to forward a recommendation of approval to the Arizona Department of Liquor License and Control of the Wine Festival License submitted by John McLoughlin of Bitter Creek Winery for a wine festival to be held in conjunction with the Schnepf Farms Peach Blossom Celebration.

Alternative Motions:

Motion to forward a recommendation of **denial** to the Arizona Department of Liquor License and Control for the application submitted by John McLoughlin of Bitter Creek Winery.

Discussion:

The Town Clerk's Office received the application for Wine Festival License/Wine Fair License on January 8, 2013 from John McLoughlin of Bitter Creek Winery. A. Wine Festival License is a temporary, non-transferable on and off-sale retail privilege license that allows the holder to offer the sale of wine at two different types of events. The applicant is filing for the Wine Festival License (the Wine

Fair License is only applicable at state sanctioned county or state fairs). A Wine festival license allows a licensed domestic farm winery to serve samples of its products on the wine festival premises, the sale of such products for consumption on the wine festival premises, and the sale of such products in original containers for consumption off the wine festival premises. The license is subject to the approval of the governing body of a city or town, or the Board of Supervisors of an unincorporated area of a county, where the wine festival is to take place. The Department may issue up to twenty five (25) wine festival licenses for each calendar year for each licensed domestic farm winery, for up to a cumulative total of seventy five (75) calendar days per winery.

Details of the wine festival service area including a diagram and sampling procedures, and a letter from Mark Schnepf/Schnepf Farms are included in the application.

The applicant is requesting the license for the following dates which correspond with the Peach Blossom Celebration (2013):

February 1-3
February 8-10
February 15-17
February 22-24
March 1-3

Fiscal Impact:

Not applicable.

Alternatives:

Council could elect to forward a recommendation for denial to the Department of Liquor Licenses and Control for their consideration.

Attachments:

Application
License information



Wine Festival/Wine Fair Application Kit (Series 16)

Frequently Asked Questions About The Application

Wine Fair/Festival Application

These temporary, non-transferable, on and off-sale retail privileges licenses allow the holder to offer the sale of wine at two different types of events:

1. A Wine festival license allows a licensed domestic farm winery to serve samples of its products on the wine festival premises, the sale of such products for consumption on the wine festival premises, and the sale of such products in original containers for consumption off the wine festival premises. The license is subject to the approval of the governing body of a city or town, or the Board of Supervisors of an unincorporated area of a county, where the wine festival is to take place. The Department may issue up to twenty five (25) wine festival licenses for each calendar year for each licensed domestic farm winery, for up to a cumulative total of seventy five (75) calendar days per winery.
2. A Wine fair license allows a licensed domestic farm winery to serve samples of its products at a sanctioned county or state fair, the sale of such products for consumption on the fair premises and the sale of such products in original containers for consumption off the fair premises. Wine fair license: The license is subject to the permission of the fair organizers.

ADDITIONAL RIGHTS AND RESPONSIBILITIES: Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or at point of display.

ARIZONA STATUTES AND REGULATIONS: A.R.S.Â§4-203.03, 4-261.

Application Fees:

Average Approval Time:	One (1) to seven (7) days.
Period of Issuance:	These are temporary licenses and their issuance is limited to the duration of the wine festival or fair. The Department may issue up to twenty five (25) wine festival licenses for each calendar year for each licensed domestic farm winery, for up to a cumulative total of seventy five (75) calendar days per winery. A wine fair must be held at a sanctioned county or state fair.
Non-refundable application fee:	\$15.00 per event.
Fingerprint fee per card:	Not applicable.
Interim Permit fee:	Not applicable.

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44-6852)

A separate license is needed when days are not consecutive. Only twenty-five (25) licenses per calendar year for up to seventy-five calendar days may be issued, excluding sanctioned county or state fair licenses.

1. Applicant's Name: McLoughlin John M
Last First Middle

2. Business Name: Bitter Creek Winery D.F.W. Lic#: 13133017
(Domestic Farm Winery License #)

3. Location of Festival: 24810 S Rittenhouse Rd Queen Creek Maricopa 85242
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 7235 E Hampton Ave, Suite 110 Mesa AZ 85209
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>2/1/13</u>	<u>Friday</u>	<u>10 a.m.</u> a.m./p.m.	<u>6 p.m.</u> a.m./p.m.
<u>2/2/13</u>	<u>Saturday</u>	<u>10 a.m.</u> a.m./p.m.	<u>6 p.m.</u> a.m./p.m.
<u>2/3/13</u>	<u>Sunday</u>	<u>10 a.m.</u> a.m./p.m.	<u>6 p.m.</u> a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: Schnepf Mark
Last First Middle
24810 S Rittenhouse Rd Queen Creek AZ 85242
Address City State Zip

7. Phone Numbers: (480) 987-3100 (480) 988-5100 (480) 229-2266
Site Owner Applicant's Business Applicant's Residence

* Disabled individuals requiring special accommodation, please call (602) 542-9027.

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO
9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products **ONLY**? YES NO
10. How many wine festival licenses have you applied for this calendar year, including this one? 0

Give the total number of days you have held licensed wine festivals this year 0

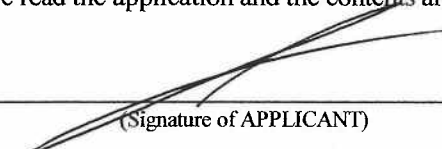
11. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

 # Police Fencing
1 # Security personnel Barriers

All patrons will be I.D. at gate.

12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

I, John McLoughlin, hereby declare that I am the APPLICANT filing this application. I
(Print full name)
 have read the application and the contents and all statements are true, correct and complete.

X  State of Arizona County of Moricopa
(Signature of APPLICANT) The foregoing instrument was acknowledged before me this
7th day of January, 2013
Day Month Year

My commission expires on: 10/09/2016

Susie Moore
(Signature of NOTARY PUBLIC)
NOTARY PUBLIC
STATE OF ARIZONA
 Pinal County
SUSIE MOORE
 My Commission Expires 10/9/2016

***** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY *****

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
(Government Official)
 _____ X _____
(City, Town, or County) (Title) (Signature of OFFICIAL)

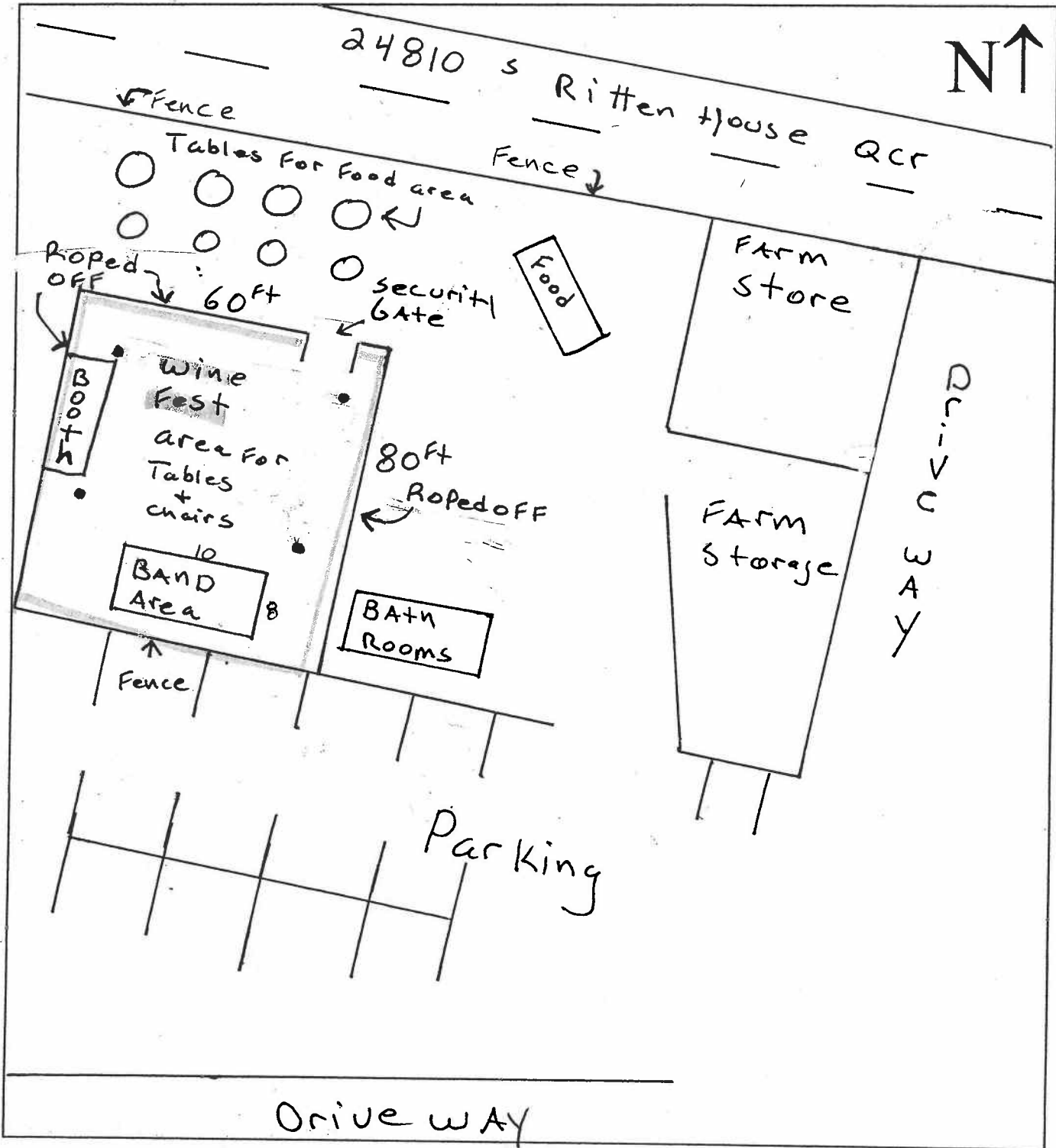
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APPROVED DISAPPROVED

By: Date:

WINE FESTIVAL/FAIR LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.
(Show dimensions, serving areas, and label type of enclosure and security positions)



To: Town of Queen Creek and Arizona Department of Liquor

From: John McLoughlin
Bitter Creek Winery

Mailing Address: 7235 E Hampton Ave, Suite 110, Mesa, AZ 85209

Contact Info: (480)988-5100
(480)229-2266

Bitter Creek Winery, AZ Domestic Farm License # 13133017 is requesting for permission to hold a wine festival in conjunction with the Schnepf Farms Peach Blossom Festival. We will be within the Schnepf Farms fenced area of the farm. Our location will be adjacent to the Schnepf Farms store. Our footprint will 80 foot north and south by 60 foot east and west. The border of the wine festival area will be roped or flagged off using barrels or picket fencing; we will I.D. all individuals prior to their purchasing of a glass and coupon entering wine festival area prior to them being wrist banded. The patrons will be paying for a glass and six sample coupons. To receive a sample, each wrist banded individual will have to relinquish a coupon in return for a one ounce sample of their selected wine. They may purchase bottles to take home or consume within the designated wine festival area. There will only be one entrance/exit where I.D. will be taking place.

John McLoughlin





January 7, 2013

To: The Town of Queen Creek

From: Mark Schnepf/Schnepf Farms

RE: Wine tasting at the Schnepf Farms Peach Blossom Celebration

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You may call me if you have any questions or concerns.

A handwritten signature in cursive script, which appears to read "Mark Schnepf", is written over a horizontal line.

22601 E. Cloud Road • Queen Creek, AZ 85142 • Ph: 480-987-3333 • Fax: 480-987-3338

email: markschnepf@yahoo.com • www.schnepffarms.com

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A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44-6852)

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Last First Middle

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(Domestic Farm Winery License #)

3. Location of Festival: 24810 S Rittenhouse Rd Queen Creek Maricopa 85242
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 7235 E Hampton Ave, Suite 110 Mesa AZ 85209
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>2/8/13</u>	<u>Friday</u>	<u>10 a.m.</u> <u> </u> a.m./p.m.	<u>6 p.m.</u> <u> </u> a.m./p.m.
<u>2/9/13</u>	<u>Saturday</u>	<u>10 a.m.</u> <u> </u> a.m./p.m.	<u>6 p.m.</u> <u> </u> a.m./p.m.
<u>2/10/13</u>	<u>Sunday</u>	<u>10 a.m.</u> <u> </u> a.m./p.m.	<u>6 p.m.</u> <u> </u> a.m./p.m.
<u> </u>	<u> </u>	<u> </u> a.m./p.m.	<u> </u> a.m./p.m.
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6. Name and address of site owner: Schnepf Mark
Last First Middle

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Address City State Zip

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Site Owner Applicant's Business Applicant's Residence

* Disabled individuals requiring special accommodation, please call (602) 542-9027.

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO
9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES NO
10. How many wine festival licenses have you applied for this calendar year, including this one? 1

Give the total number of days you have held licensed wine festivals this year 3

11. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

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All patrons will be I.D. at gate.

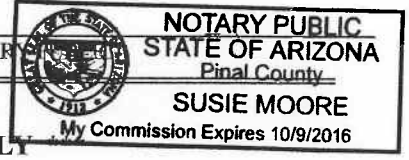
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(Print full name)
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X [Signature]
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
7th day of January, 2013
Day Month Year

My commission expires on: 10/09/2016 [Signature]
(Signature of NOTARY)



*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
(Government Official)

(City, Town, or County) (Title) X (Signature of OFFICIAL)

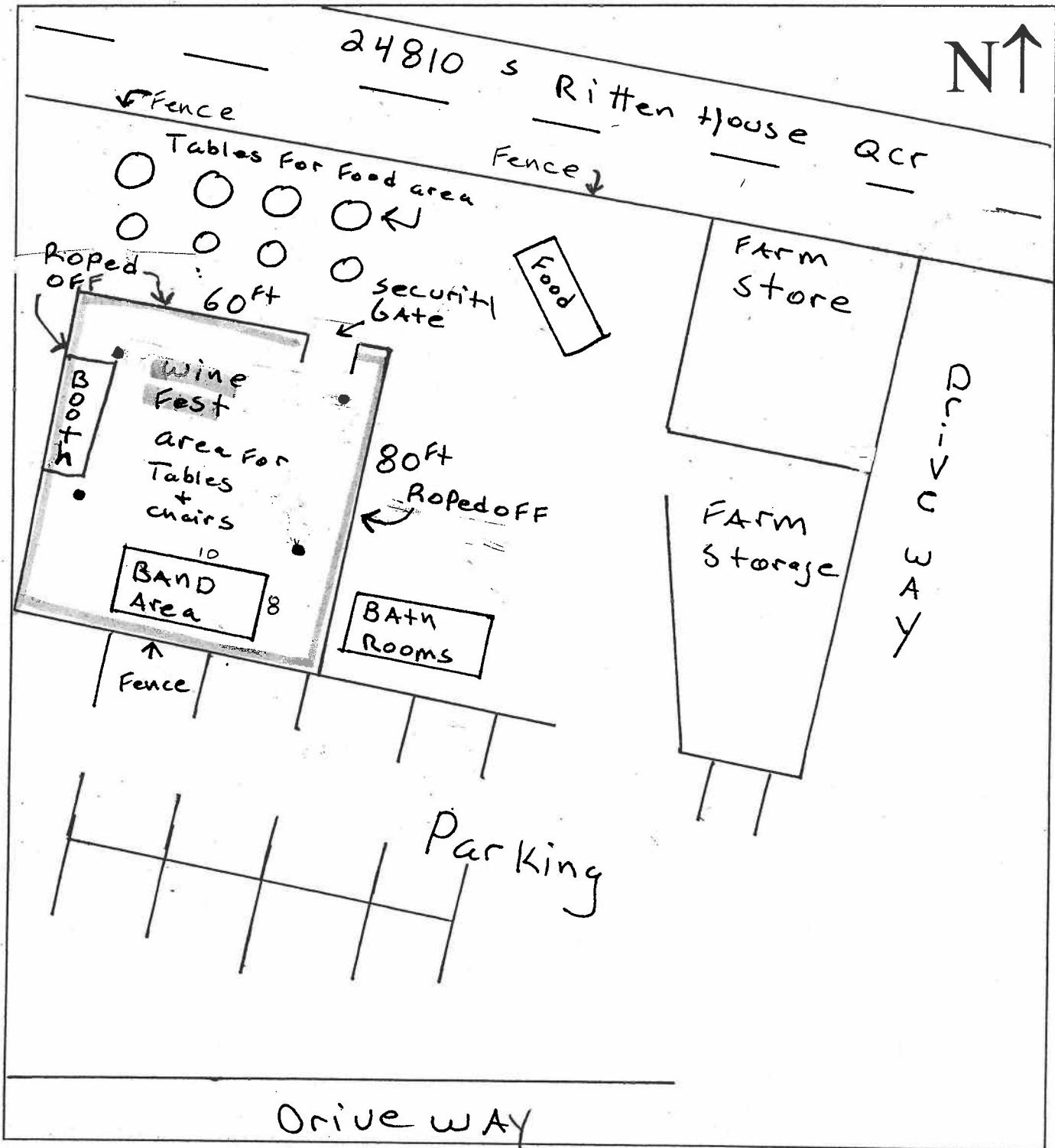
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January 7, 2013

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DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>2/15/13</u>	<u>Friday</u>	<u>10 a.m.</u> <u> </u> a.m./p.m.	<u>6 p.m.</u> <u> </u> a.m./p.m.
<u>2/16/13</u>	<u>Saturday</u>	<u>10 a.m.</u> <u> </u> a.m./p.m.	<u>6 p.m.</u> <u> </u> a.m./p.m.
<u>2/17/13</u>	<u>Sunday</u>	<u>10 a.m.</u> <u> </u> a.m./p.m.	<u>6 p.m.</u> <u> </u> a.m./p.m.
<u> </u>	<u> </u>	<u> </u> a.m./p.m.	<u> </u> a.m./p.m.
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8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO
9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES NO
10. How many wine festival licenses have you applied for this calendar year, including this one? 2

Give the total number of days you have held licensed wine festivals this year 6

11. What security and control measures will you take to prevent violations of state liquor laws at this event?
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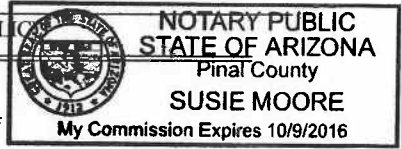
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X _____
 (Signature of APPLICANT)

State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this
7th day of January, 2013
 Day Month Year

My commission expires on: 10/09/2016 Susie Moore
 (Signature of NOTARY PUBLIC)



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I, _____, hereby APPROVE DISAPPROVE this application on behalf of
 (Government Official)
 _____ X _____
 (City, Town, or County) (Title) (Signature of OFFICIAL)

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- APPROVED DISAPPROVED

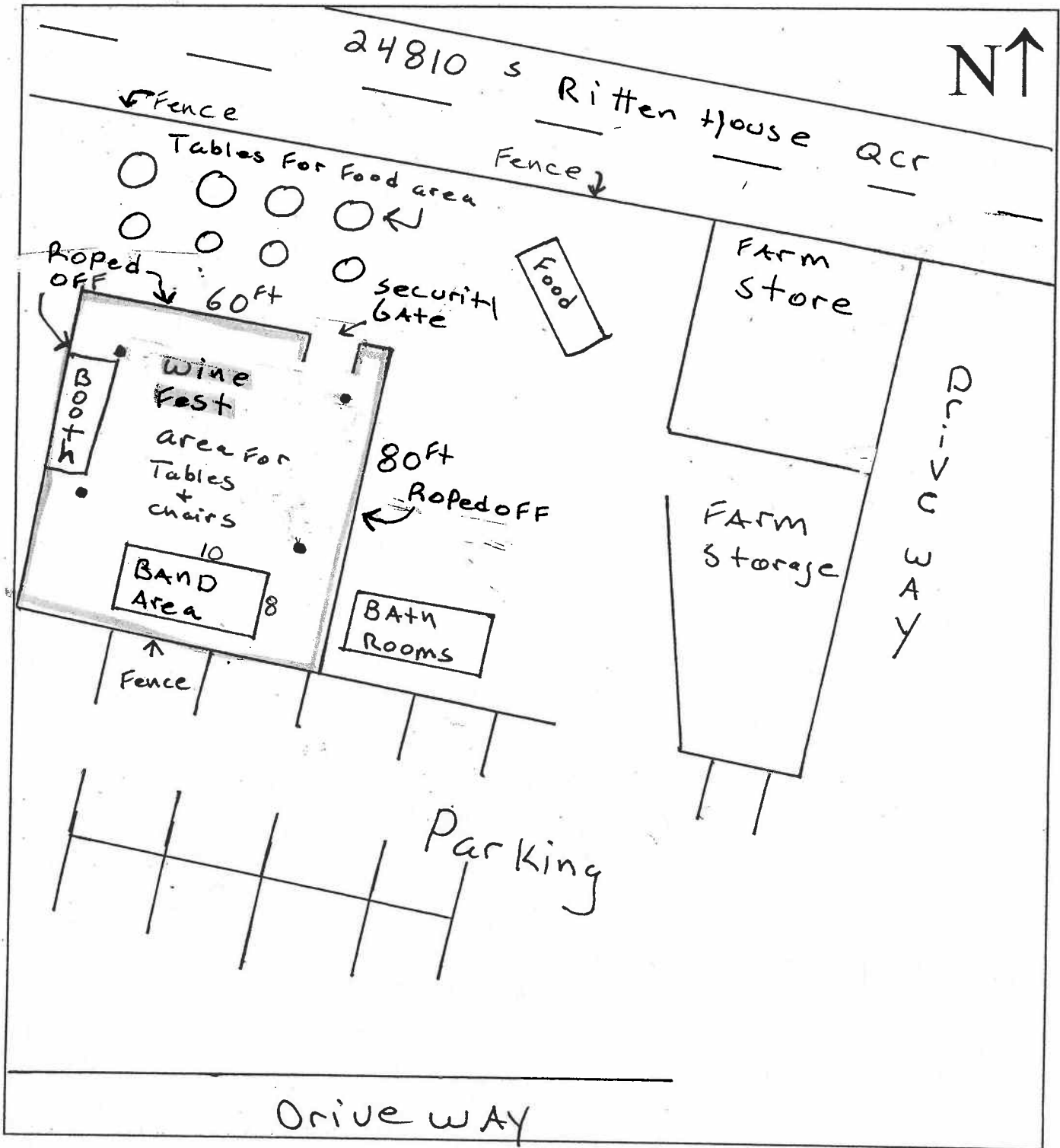
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DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>2/22/13</u>	<u>Friday</u>	<u>10 a.m.</u> a.m./p.m.	<u>6 p.m.</u> a.m./p.m.
<u>2/23/13</u>	<u>Saturday</u>	<u>10 a.m.</u> a.m./p.m.	<u>6 p.m.</u> a.m./p.m.
<u>2/24/13</u>	<u>Sunday</u>	<u>10 a.m.</u> a.m./p.m.	<u>6 p.m.</u> a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: Schnepf Mark
Last First Middle
24810 S Rittenhouse Rd Queen Creek AZ 85242
Address City State Zip

7. Phone Numbers: (480) 987-3100 (480) 988-5100 (480) 229-2266
Site Owner Applicant's Business Applicant's Residence

* Disabled individuals requiring special accommodation, please call (602) 542-9027.

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO

9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES NO

10. How many wine festival licenses have you applied for this calendar year, including this one? 3

Give the total number of days you have held licensed wine festivals this year 9

11. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

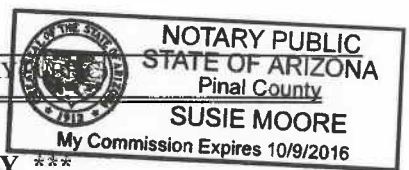
1 # Police Fencing
1 # Security personnel Barriers

All patrons will be I.D. at gate.

12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

I, John McLoughlin, hereby declare that I am the APPLICANT filing this application. I
(Print full name)
have read the application and the contents and all statements are true, correct and complete.

X _____ State of Arizona County of Maricopa
(Signature of APPLICANT) The foregoing instrument was acknowledged before me this
7th day of January, 2013
Day Month Year

My commission expires on: 10/09/2016 Susie Moore
(Signature of NOTARY)


*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
(Government Official)

(City, Town, or County) _____ X _____
(Title) (Signature of OFFICIAL)

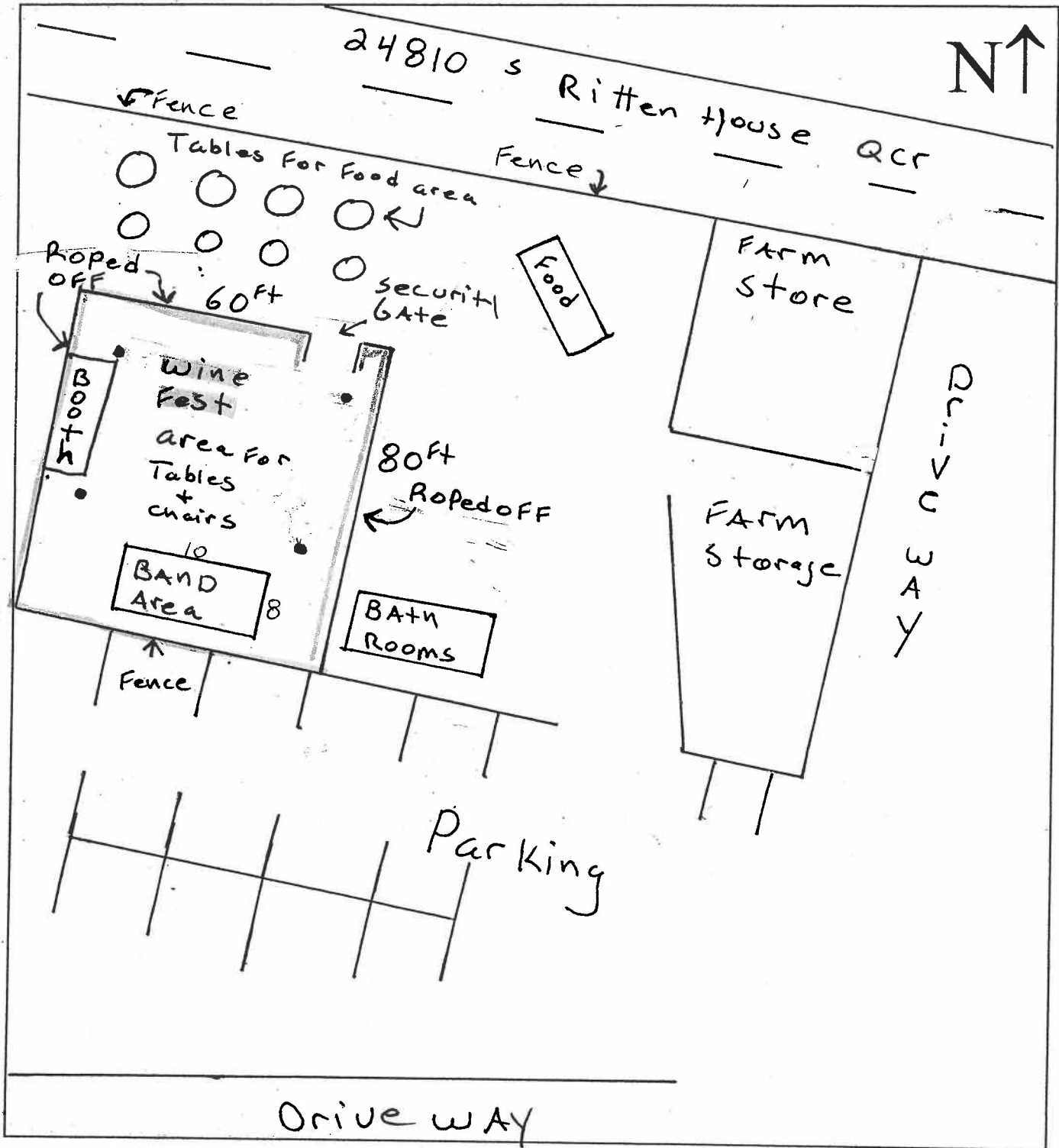
*** FOR USE BY DLLC ONLY ***

APPROVED DISAPPROVED

By: _____ Date: _____

WINE FESTIVAL/FAIR LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.
(Show dimensions, serving areas, and label type of enclosure and security positions)



To: Town of Queen Creek and Arizona Department of Liquor

From: John McLoughlin
Bitter Creek Winery

Mailing Address: 7235 E Hampton Ave, Suite 110, Mesa, AZ 85209

Contact Info: (480)988-5100
(480)229-2266

Bitter Creek Winery, AZ Domestic Farm License # 13133017 is requesting for permission to hold a wine festival in conjunction with the Schnepf Farms Peach Blossom Festival. We will be within the Schnepf Farms fenced area of the farm. Our location will be adjacent to the Schnepf Farms store. Our footprint will 80 foot north and south by 60 foot east and west. The border of the wine festival area will be roped or flagged off using barrels or picket fencing; we will I.D. all individuals prior to their purchasing of a glass and coupon entering wine festival area prior to them being wrist banded. The patrons will be paying for a glass and six sample coupons. To receive a sample, each wrist banded individual will have to relinquish a coupon in return for a one ounce sample of their selected wine. They may purchase bottles to take home or consume within the designated wine festival area. There will only be one entrance/exit where I.D. will be taking place.

John McLoughlin





January 7, 2013

To: The Town of Queen Creek

From: Mark Schnepf/Schnepf Farms

RE: Wine tasting at the Schnepf Farms Peach Blossom Celebration

This is to confirm that John McLoughlin has my permission to apply for a temporary liquor license to do wine tasting in conjunction with our Peach Blossom Celebration held each weekend in February and the first weekend in March (it is crop dependent).

You may call me if you have any questions or concerns.

A handwritten signature in cursive script, reading "Mark Schnepf", is written over a horizontal line.

22601 E. Cloud Road • Queen Creek, AZ 85142 • Ph: 480-987-3333 • Fax: 480-987-3338

email: markschnepf@yahoo.com • www.schnepffarms.com

State of Arizona Department of Liquor Licenses and Control
 800 W. Washington, 5th Floor
 Phoenix, AZ 85007
 www.azliquor.gov
 (602)542-5141

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44-6852)

A separate license is needed when days are not consecutive. Only twenty-five (25) licenses per calendar year for up to seventy-five calendar days may be issued, excluding sanctioned county or state fair licenses.

1. Applicant's Name: McLoughlin John M
Last First Middle

2. Business Name: Bitter Creek Winery D.F.W. Lic#: 13133017
(Domestic Farm Winery License #)

3. Location of Festival: 24810 S Rittenhouse Rd Queen Creek Maricopa 85242
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 7235 E Hampton Ave, Suite 110 Mesa AZ 85209
City State Zip

5. Date and hours of festival:

<u>DATE</u>	<u>DAY OF WEEK</u>	<u>HOURS FROM</u>	<u>HOURS TO</u>
<u>3/1/13</u>	<u>Friday</u>	<u>10 a.m.</u> a.m./p.m.	<u>6 p.m.</u> a.m./p.m.
<u>3/2/13</u>	<u>Saturday</u>	<u>10 a.m.</u> a.m./p.m.	<u>6 p.m.</u> a.m./p.m.
<u>3/3/13</u>	<u>Sunday</u>	<u>10 a.m.</u> a.m./p.m.	<u>6 p.m.</u> a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: Schnepf Mark
Last First Middle

24810 S Rittenhouse Rd Queen Creek AZ 85242
Address City State Zip

7. Phone Numbers: (480) 987-3100 (480) 988-5100 (480) 229-2266
Site Owner Applicant's Business Applicant's Residence

* Disabled individuals requiring special accommodation, please call (602) 542-9027.

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO

9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES NO

10. How many wine festival licenses have you applied for this calendar year, including this one? 4

Give the total number of days you have held licensed wine festivals this year 12

11. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

1 # Police Fencing
1 # Security personnel Barriers

All patrons will be I.D. at gate.

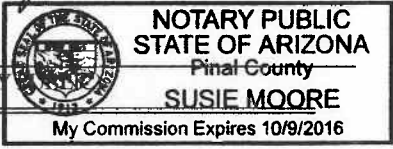
12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

I, JOHN M CLOUGHLIN hereby declare that I am the APPLICANT filing this application. I
(Print full name)

have read the application and the contents and all statements are true, correct and complete.

X _____ State of Arizona County of Maricopa
(Signature of APPLICANT) The foregoing instrument was acknowledged before me this
8th day of January, 2013
Day Month Year

My commission expires on: 10/09/2016 Susie Moore
(Signature of NOTARY)



*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
(Government Official)

(City, Town, or County) (Title) X (Signature of OFFICIAL)

*** FOR USE BY DLLC ONLY ***

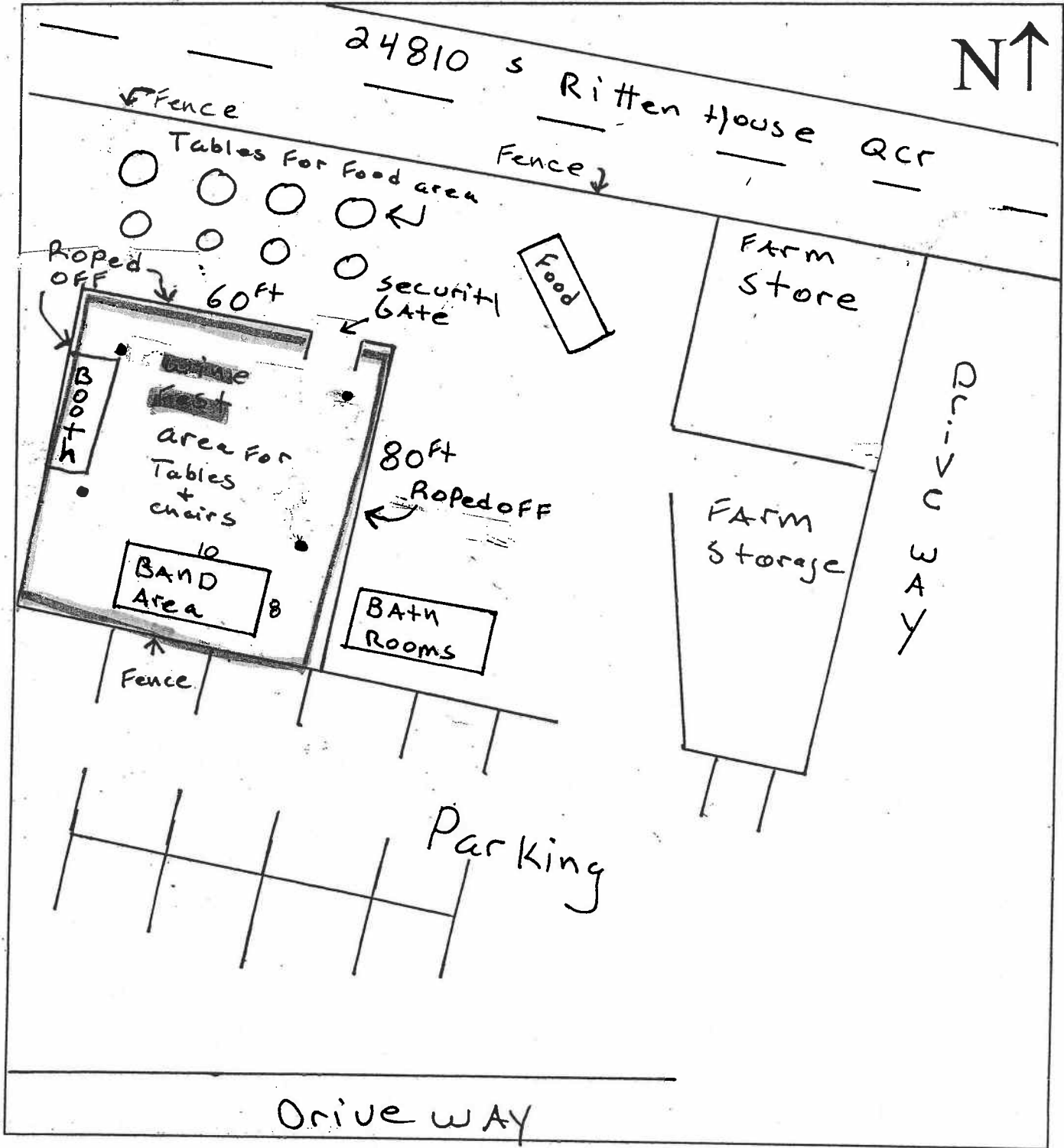
APPROVED DISAPPROVED

By: _____ Date: _____

WINE FESTIVAL/FAIR LICENSED PREMISES DIAGRAM

(This diagram must be completed with this application)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.
(Show dimensions, serving areas, and label type of enclosure and security positions)



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From: John McLoughlin
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Mailing Address: 7235 E Hampton Ave, Suite 110, Mesa, AZ 85209

Contact Info: (480)988-5100
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John McLoughlin





January 7, 2013

To: The Town of Queen Creek

From: Mark Schnepf/Schnepf Farms

RE: Wine tasting at the Schnepf Farms Peach Blossom Celebration

This is to confirm that John McLoughlin has my permission to apply for a temporary liquor license to do wine tasting in conjunction with our Peach Blossom Celebration held each weekend in February and the first weekend in March (it is crop dependent).

You may call me if you have any questions or concerns.

22601 E. Cloud Road • Queen Creek, AZ 85142 • Ph: 480-987-3333 • Fax: 480-987-3338

email: markschnepf@yahoo.com • www.schnepffarms.com

Requesting Departments:

ECONOMIC
DEVELOPEMENT



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR
MARNIE SCHUBERT, PUBLIC INFORMATION OFFICER
KIM CLARK, SR. FINANCIAL SERVICES ANALYST**

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A ONE –YEAR GRAPHIC DESIGN CONTRACT, WITH UP TO FOUR POSSIBLE ONE-YEAR RENEWALS, WITH ESSER DESIGN, LP&G INC., OWENS HARKEY ADVERTISING, PEPPERTREE MARKETING AND PRFECT MEDIA INTERNATIONAL FOR GRAPHIC DESIGN SERVICES ON AN AS-NEEDED BASIS.

DATE: JANUARY 16, 2013

Staff Recommendation:

Staff recommends the approval of a one –year graphic design contract, with up to four possible one-year renewals, with Esser Design, LP&G Inc., Owens Harkey Advertising, Peppertree Marketing and PRfect Media International for graphic design services on an as-needed basis.

Relevant Council Goal(s):

N/A

Proposed Motion:

Move to approve a one –year graphic design contract, with up to four possible one-year renewals, with Esser Design, LP&G Inc., Owens Harkey Advertising, Peppertree Marketing and PRfect Media International for graphic design services on an as-needed basis.

Discussion:

The Town makes communication and outreach to the community about local news and events a priority. The Town uses various means of communication, including but not limited to print and digital communications. The Communications and Marketing Division currently has a need for graphics design in order to produce quality communication and outreach materials on an as needed basis. On November 1, 2012, the Town issued a Request for Proposal #13-005 for Graphic Design Services on an as-needed basis. On November 15, 2012, staff received five proposals. Graphic design vendors often specialize in different areas and in order for the Town to receive the best services; the Town has decided to award a contract to all five vendors.

Annual expenditures under this contract cannot be determined in advance since services will be placed on an as-needed basis, according to the contract terms. The Request for Proposal did not guarantee the awarded vendors a contract amount; it stated that services would be requested on an as-needed basis. Staff estimates the annual usage for the contract period, January 17, 2013 through January 16, 2014 to be \$35,000. The contracts with the vendors are for a one-year period with an option to renew for four additional one-year periods.

Fiscal Impact:

In the 2012-2013 approved budgets, funds for graphic designs have been identified in the Marketing and Communication budget. Funds will be identified in the 2013-2014 during the budget process for the remaining months of the contract period.

Alternatives:

- 1) Decide not to award the graphics design contract at this time.

If the contracts are not approved, quotes would have to be obtained from vendors as the goods are needed in order to comply with Town purchasing policies. Or, the Town would have to re-solicit a new request for proposals and enter into a new solicitation process.

- 2) Decide to award to a select design firm.

Should this alternative be chosen, it may limit the Town's ability to have multiple projects worked on at the same time and may limit the types of design options available to the Town.

Attachments:

- Graphic Design Contracts

EXHIBIT A

SCOPE OF SERVICES

1. **Overview:** The Town of Queen Creek makes communication and outreach to the community about local news and events a priority. The Town uses various means of communication, including but not limited to print communications.
2. **Project Description:** The Town of Queen Creek seeks qualified graphic design firms/professionals for intermittent work on a variety of printed material, including but not limited to design and/or layout of: brochures, flyers, pamphlets, posters, signs/banners, advertisements, and program graphics.
4. **Project Specifications:** The successful firm shall develop and produce graphic design services to obtain the objectives identified in the Project Description section. This includes but is not limited to: design consultation, pre-production, illustration, layout and consultation on printing specifications.

Specifically, the successful firm would perform one or more of the following duties:

- a. Upon request, meet with Town staff to consult on the graphic needs of a project.
 - b. Produce designs, layouts and/or illustrations and deliver them to the requesting department within mutually set deadlines.
 - c. Produce necessary revisions and proofs to the work identified above within mutually set deadlines.
 - d. Provide final art as a digital file as specified and deliver electronically or on electronic transferable media as specified with necessary instructions for reproduction, including the designation of colors and materials to be used.
5. **Project Schedule:** Projects performed under the resultant contract shall be on an as needed basis. Schedules for each project shall be mutually agreed upon between firm and the Town prior to the start of work.
 6. **Contact Information:**
 - a. The contact person for the resulting awarded contract will be the Public Information Officer or designee.
 - b. The Public Information Officer or designee shall audit the billings, approve payments, and establish and communicate delivery schedules with the selected Vendor.
 6. **Pricing:**
 - a. Any changes not listed on the Proposal Pricing Form or supporting documentation submitted with the Vendor's proposal, shall not be allowed during the initial contract period.
 7. **Purchasing Procedure:**
 - a. All orders require a Town of Queen Creek purchase order that will be communicated to the Vendor via phone, fax, or e-mail.
 - b. No commodities are to be delivered without the issuance of a Town of Queen Creek purchase order.
 - c. All shipments from the Vendor shall contain a priced packing slip or invoice.
 8. **Invoicing:**
 - a. All invoices submitted for work done under the scope of the resulting contract MUST BE ITEMIZED. Itemized invoices shall contain a MINIMUM of the following information:
 - i. Vendor Name
 - ii. Remit to Address

- iii. Order Number
- iv. Invoice Date
- v. Invoice Number
- vi. Date order was completed
- vii. Itemized list of all charges (quantity, description, unit pricing per the contract)
- viii. Tax Amount (if applicable)
- ix. Total Invoice Amount

TOWN OF QUEEN CREEK, ARIZONA
CONTRACT FOR GRAPHIC DESIGN SERVICES, RFP NO. 13-005

THIS CONTRACT (The "Contract") is made and entered into effective as of the ____ day of January, 2013 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and Esser Design, LLC, a limited liability corporation ("Vendor" or "Contractor") and, together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the RFP No. 13-005. The Town and the Vendor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The Request For Proposal for Graphic Design Services ("RFP 13-005"), including, Instructions to Vendor, Standard Terms and Conditions, Special Terms and Conditions, Scope of Services, Proposal Format, Exhibit A Insurance Requirements, Price Page, and Offer Sheet;
 - C. The proposal submitted by Esser Design, LLC, only to the extent it is consistent with the terms of the RFP 13-005 (Exhibit B).
2. **SCOPE OF SERVICES:** The Vendor shall provide the Town the services described in the attached scope of services set forth in Exhibit A.
3. **CONTRACT PRICING:** Contract pricing is listed in Exhibit C.
4. **TERM OF CONTRACT:** The term of the Contract is one year, commencing on January 17, 2013 and terminating on January 16, 2014 unless sooner terminated in accordance with the provisions set forth in the contract documents. The Town reserves the right, at its sole discretion, to extend the Contract for up to four (4) additional terms of one year each. If the Contract is renewed, the total length of the Contract shall not exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

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

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Jennifer Robinson

Approved as to form:

By: _____
Attorney for the Town

Esser Design, LLC, a limited liability corporation

Date: _____

By: _____

Its: _____

EXHIBIT C - PRICING

PRICE PAGE

Sample #1: Brochure
Item Description: Concept and Design Development – Print Collateral
Price Per Unit: \$95 per hour Number of Units Required Per Order: N/A
Approximate Lead Time Prior to Delivery: 1 – 3 weeks

Sample #2: Pamphlet
Item Description: Concept and Design Development – Print Collateral
Price Per Unit: \$95 per hour Number of Units Required Per Order: N/A
Approximate Lead Time Prior to Delivery: 1 – 3 weeks

Sample #3: Flyer
Item Description: Concept and Design Development – Print Collateral
Price Per Unit: \$95 per hour Number of Units Required Per Order: N/A
Approximate Lead Time Prior to Delivery: 1 – 2 weeks

Sample #4: Print Advertisement
Item Description: Concept and Design Development – Advertisement
Price Per Unit: \$95 per hour Number of Units Required Per Order: N/A
Approximate Lead Time Prior to Delivery: 1 – 3 weeks

Please Note: Sales or Use Tax, if any, shall be indicated as a separate item on any notice of amount due delivered to the Town.

PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by: N/A % if payment is made within N/A days.

EXCEPTIONS / CLARIFICATIONS:

RFP No. 13-005
Graphic Design Services

**TOWN OF QUEEN CREEK, ARIZONA
CONTRACT FOR GRAPHIC DESIGN SERVICES, RFP NO. 13-005**

THIS CONTRACT (The "Contract") is made and entered into effective as of the ____ day of January, 2013 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and LP&G, Inc, an Arizona corporation ("Vendor" or "Contractor") and, together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the RFP No. 13-005. The Town and the Vendor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The Request For Proposal for Graphic Design Services ("RFP 13-005"), including, Instructions to Vendor, Standard Terms and Conditions, Special Terms and Conditions, Scope of Services, Proposal Format, Exhibit A Insurance Requirements, Price Page, and Offer Sheet;
 - C. The proposal submitted by LP&G, Inc. only to the extent it is consistent with the terms of the RFP 13-005 (Exhibit B).
2. **SCOPE OF SERVICES:** The Vendor shall provide the Town the services described in the attached scope of services set forth in Exhibit A.
3. **CONTRACT PRICING:** Contract pricing is listed in Exhibit C.
4. **TERM OF CONTRACT:** The term of the Contract is one year, commencing on January 17, 2013 and terminating on January 16, 2014 unless sooner terminated in accordance with the provisions set forth in the contract documents. The Town reserves the right, at its sole discretion, to extend the Contract for up to four (4) additional terms of one year each. If the Contract is renewed, the total length of the contract shall not exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

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

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Jennifer Robinson

Approved as to form:

By: _____
Attorney for the Town

LP&G, Inc, an Arizona corporation

Date: _____

By: _____

Its: _____

EXHIBIT C - PRICING



PRICE PAGE

Sample #1: _____
Item Description: _____

Price Per Unit: _____ Number of Units Required Per Order: _____
Approximate Lead Time Prior to Delivery: _____

Sample #2: _____
Item Description: _____

Price Per Unit: _____ Number of Units Required Per Order: _____
Approximate Lead Time Prior to Delivery: _____

Sample #3: _____
Item Description: _____

Price Per Unit: _____ Number of Units Required Per Order: _____
Approximate Lead Time Prior to Delivery: _____

Sample #4: _____
Item Description: _____

Price Per Unit: _____ Number of Units Required Per Order: _____
Approximate Lead Time Prior to Delivery: _____

Please Note: Sales or Use Tax, if any, shall be indicated as a separate item on any notice of amount due delivered to the Town.

PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by: N/A % if payment is made within N/A days.

EXCEPTIONS / CLARIFICATIONS:

We have left the above sample pricing section blank as it appears that it is related to costs associated with final printing and production. As the design firm our pricing would be based on our hourly rate and/or project fees, not "price per unit" or "number of units required". In the event we were required to handle this, we would select a suitable print vendor (or work with one of your choosing) and negotiate the best price for the job at hand, based on production requirements, quantity and turnaround. LP&G will continue to extend to Town of Queen Creek our reduced, non-profit/municipal rate of \$90 per hour, and are always willing to work within prescribed project budgets. We are happy to provide additional pricing information on clarification upon request.

**TOWN OF QUEEN CREEK, ARIZONA
CONTRACT FOR GRAPHIC DESIGN SERVICES, RFP NO. 13-005**

THIS CONTRACT (The "Contract") is made and entered into effective as of the ____ day of January, 2013 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and Owens Harkey Advertising, an Arizona corporation ("Vendor" or "Contractor") and, together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the RFP No. 13-005. The Town and the Vendor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The Request For Proposal for Graphic Design Services ("RFP 13-005"), including, Instructions to Vendor, Standard Terms and Conditions, Special Terms and Conditions, Scope of Services, Proposal Format, Exhibit A Insurance Requirements, Price Page and Offer Sheet;
 - C. The proposal submitted by Owens Harkey Advertising only to the extent it is consistent with the terms of the RFP 13-005 (Exhibit B).
2. **SCOPE OF SERVICES:** The Vendor shall provide the Town the services described in the attached scope of services set forth in Exhibit A (will be added in final contract).
3. **CONTRACT PRICING:** Contract pricing is listed in Exhibit C.
4. **TERM OF CONTRACT:** The term of the Contract is one year, commencing on January 17, 2013 and terminating on January 16, 2014 unless sooner terminated in accordance with the provisions set forth in the contract documents. The Town reserves the right, at its sole discretion, to extend the Contract for up to four (4) additional terms of one year each. If the Contract is renewed, the total length of the contract shall not exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

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

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Jennifer Robinson

Approved as to form:

By: _____
Attorney for the Town

Owens Harkey Advertising, an Arizona corporation

Date: _____

By: _____

Its: _____

EXHIBIT C - PRICING

PRICE PAGE

Sample #1: Above & Beyond

Item Description: Brochure

Price Per Unit: \$95/hour

Number of Units Required Per Order: 12 hours

Approximate Lead Time Prior to Delivery: 3 weeks

Sample #2: LabXpress - Folder and Informational Sheets

Item Description: Pamphlet

Price Per Unit: \$95/hour

Number of Units Required Per Order: 16 hours

Approximate Lead Time Prior to Delivery: 6 1/2 weeks

Sample #3: Suitcase Party 2013

Item Description: Flyer

Price Per Unit: \$95/hour

Number of Units Required Per Order: 4 1/2 hours

Approximate Lead Time Prior to Delivery: 2 days

Sample #4: Parada del Sol

Item Description: Advertisements

Price Per Unit: \$95/hour

Number of Units Required Per Order: 5 hours

Approximate Lead Time Prior to Delivery: 3 days

Please Note: Sales or Use Tax, if any, shall be indicated as a separate item on any notice of amount due delivered to the Town.

PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by: 0 % if payment is made within _____ days.

EXCEPTIONS / CLARIFICATIONS:

Owens Harkey will start all projects upon clients approval of estimate.

RFP No. 13-005

Graphic Design Services

**TOWN OF QUEEN CREEK, ARIZONA
CONTRACT FOR GRAPHIC DESIGN SERVICES, RFP NO. 13-005**

THIS CONTRACT (The "Contract") is made and entered into effective as of the ____ day of January, 2013 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and Peppertree Marketing, an Arizona corporation ("Vendor" or "Contractor") and, together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the RFP No. 13-005. The Town and the Vendor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The Request For Proposal for Graphic Design Services ("RFP 13-005"), including, Instructions to Vendor, Standard Terms and Conditions, Special Terms and Conditions, Scope of Services, Proposal Format, Exhibit A Insurance Requirements, Price Page, and Offer Sheet;
 - C. The proposal submitted by Peppertree Marketing, only to the extent it is consistent with the terms of the RFP 13-005 (Exhibit B).
2. **SCOPE OF SERVICES:** The Vendor shall provide the Town the services described in the attached scope of services set forth in Exhibit A.
3. **CONTRACT PRICING:** Contract pricing is listed in Exhibit C.
4. **TERM OF CONTRACT:** The term of the Contract is one year, commencing on January 17, 2013 and terminating on January 16, 2014 unless sooner terminated in accordance with the provisions set forth in the contract documents. The Town reserves the right, at its sole discretion, to extend the Contract for up to four (4) additional terms of one year each. If the Contract is renewed, the total length of the Contract shall not exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

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

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Jennifer Robinson

Approved as to form:

By: _____
Attorney for the Town

Peppertree Marketing, an Arizona corporation

Date: _____

By: _____

Its: _____



PROPOSAL

PRICE PAGE

Sample #1 : White Mountain Forest Restoration Partnership (WMFRP) Brochure

Item Description: WMFRP 8.5x11 4/4 Trifold brochure

Price Per Unit: \$1495 Number of Units Required Per Order 1

Approximate Lead Time Prior to Delivery: 5-7 days

Sample #2: Harmon Electric, Inc. Corporate Sales Pamphlet

Item Description: Harmon Electric 9x12 Trifold folder with 5 4/4 inserts

Price Per Unit: \$3040 Number of Units Required Per Order 1

Approximate Lead Time Prior to Delivery: 2-3 weeks

Sample #3: LOT Polish Airlines Business Class Flyer

Item Description: LOT 8.5.x 12 4/4 flyer

Price Per Unit: \$1495 Number of Units Required Per Order 1

Approximate Lead Time Prior to Delivery: 5-7 days

Sample #4: Grand Canyon Print Ad

Item Description: 4-Color Print Ad

Price Per Unit: \$855 Number of Units Required Per Order 1

Approximate Lead Time Prior to Delivery: 5-7 days

Please Note: Sales or Use Tax, if any, shall be indicated as a separate item on any notice of amount due delivered to the Town.

PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by: 5 % if payment is made within 15 days.

EXCEPTIONS/CLARIFICATIONS:

Above prices are for graphic design. They include 2 options and 2 rounds of revisions to chosen option. Additional revisions are \$95 per hour. Prices do not include photo shoots or stock photos. All questions regarding invoicing/billing can be directed to Sharon Villegas.



Candace Vis <candace.vis@queencreek.org>

RE: RFP 13-005, Graphic Design Services - Pricing Clarification

1 message

Sharon Villegas <sharon@peppertreemarketing.com>
To: Candace Vis <candace.vis@queencreek.org>

Tue, Nov 27, 2012 at 3:55 PM

Candace,

It's great to hear from you. The hourly rate under a contract is \$95 per hour.

Please don't hesitate to contact me with any further questions or concerns.

We'll keep our fingers crossed for good news.

Kindest Regards,

Sharon



peppertree
MARKETING

Sharon Villegas

p: 480.216.1214 | f: 480.718.7625
www.peppertreemarketing.com



From: Candace Vis [mailto:candace.vis@queencreek.org]
Sent: Tuesday, November 27, 2012 3:39 PM
To: undisclosed-recipients:
Subject: RFP 13-005, Graphic Design Services - Pricing Clarification

**TOWN OF QUEEN CREEK, ARIZONA
CONTRACT FOR GRAPHIC DESIGN SERVICES, RFP NO. 13-005**

THIS CONTRACT (The "Contract") is made and entered into effective as of the ____ day of January, 2013 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and PRfect Media International, Inc., an Arizona corporation ("Vendor" or "Contractor") and, together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the RFP No. 13-005. The Town and the Vendor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The Request For Proposal for Graphic Design Services ("RFP 13-005"), including, Instructions to Vendor, Standard Terms and Conditions, Special Terms and Conditions, Scope of Services, Proposal Format, Exhibit A Insurance Requirements, Price Page, and Offer Sheet;
 - C. The proposal submitted by PRfect Media International, Inc., only to the extent it is consistent with the terms of the RFP 13-005 (Exhibit B).
2. **SCOPE OF SERVICES:** The Vendor shall provide the Town the services described in the attached scope of services set forth in Exhibit A.
3. **CONTRACT PRICING:** Contract pricing is listed in Exhibit C.
4. **TERM OF CONTRACT:** The term of the Contract is one year, commencing on January 17, 2013 and terminating on January 16, 2014 unless sooner terminated in accordance with the provisions set forth in the contract documents. The Town reserves the right, at its sole discretion, to extend the Contract for up to four (4) additional terms of one year each. If the Contract is renewed, the total length of the Contract shall not exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

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

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Jennifer Robinson

Approved as to form:

By: _____
Attorney for the Town

PRfect Media International, Inc., an Arizona corporation

Date: _____

By: _____

Its: _____

PRICE PAGE

Sample #1: WEALTH TRUST QUARTERLY MAGAZINE
 Item Description: QUARTERLY STAKEHOLDERS MAGAZINE
 Price Per Unit: .60¢ Number of Units Required Per Order: 1,000 MIN.
 Approximate Lead Time Prior to Delivery: 5 BUSINESS DAY AFTER PROOF APPROVAL

Sample #2: MARICOPA INTEGRATED HEALTH SYSTEM
 Item Description: GUADALUPE FAMILY HEALTH CENTER RACK CARD
 Price Per Unit: .09¢ Number of Units Required Per Order: 2,000 MIN.
 Approximate Lead Time Prior to Delivery: 5 BUSINESS DAYS AFTER PROOF APPROVAL

Sample #3: ARIZONA DEVELOPMENTAL DISABILITIES PLANNING COUNCIL
 Item Description: 2011 ANNUAL REPORT
 Price Per Unit: .58¢ Number of Units Required Per Order: 1,000 MIN.
 Approximate Lead Time Prior to Delivery: 5 BUSINESS DAYS AFTER PROOF APPROVAL

Sample #4: SUN WEST CHOICE
 Item Description: DIRECT MAIL POSTCARD
 Price Per Unit: .20¢ Number of Units Required Per Order: 2,500 MIN
 Approximate Lead Time Prior to Delivery: 5 BUSINESS DAYS AFTER PROOF APPROVAL

Please Note: Sales or Use Tax, if any, shall be indicated as a separate item on any notice of amount due delivered to the Town.

PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by: 5 % if payment is made within 15 days.

EXCEPTIONS / CLARIFICATIONS:

ORIGINAL SAMPLES IN ORIGINAL PROPOSAL ONLY. WE DO NOT HAVE ENOUGH ORIGINAL SAMPLES FOR THE OTHER 5 COPIES OF THIS PROPOSAL. THANKS.



Candace Vis <candace.vis@queencreek.org>

RE: RFP 13-005, Graphic Design Services - Pricing Clarification

1 message

John Hernandez <jhernandez@prfectmedia.com>
To: Candace Vis <candace.vis@queencreek.org>

Tue, Nov 27, 2012 at 4:14 PM

Hi Candace,

I apologize, that reply was for my partner. We have been on the State Vendor List for the past 5 ½ years and were just awarded a new contract. Our pricing for the previous contract was \$75/hour for all design work, and since this RFP was under that contract, I'm certain that's the price we must honor.

Please let me know if you have any other questions.

Thanks again for the follow up!

John Hernandez | Chief Executive Officer

Direct: 480.706.6880 x120 | Fax: 480.706.6778

11022 S. 51st St., Ste. 201, Phoenix, AZ 85044

Jhernandez@prfectmedia.com | prfectmedia.com

twitter.com/JHernandez_AZ | linkedin.com/pub/john-hernandez/2/29/169



Board Chair | Si Se Puede Foundation | PO Box 1929, Chandler, AZ 85244 | sisepuede.cc

Board Member | AZRBI Foundation | 19 S. 10th Ave., Phoenix, AZ 85007 | arizonarbi.org

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
KIM CLARK, SR. FINANCIAL SERVICES ANALYST**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A ONE-YEAR SERVICES
CONTRACT, WITH UP TO FOUR POSSIBLE ONE-YEAR RENEWALS, WITH IN-PIPE
TECHNOLOGY COMPANY (IPTC) FOR SEWER ODOR AND CORROSION CONTROL
SERVICES NOT TO EXCEED \$46,800 ANNUALLY**

DATE: January 16, 2013

Staff Recommendation:

Staff recommends the approval of a one-year service contract, with up to four possible one-year renewals, with In-Pipe Technology Company for sewer odor and corrosion control services not to exceed \$46,800 annually.

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 a one-year services contract, with up to four possible one-year renewals, with In-Pipe Technology Company for sewer odor and corrosion control services not to exceed \$46,800 annually.

Discussion:

The Town has recently completed a nine month pilot program with In-Pipe Technology, Inc. to provide odor and corrosion control services. The pilot program was initiated primarily to reduce sewer maintenance costs and find a better solution to sewer odor and corrosion control. As a result of the pilot program, sewer odors were reduced by approximately 30% and a savings up to \$1,300 a month in Greenfield Water Reclamation (GWRP) billings have been

realized due to the products effects on lowering the biochemical oxygen demand (BOD), chemical oxygen demand (COD), total suspended solids (TSS), and nitrate (TKN) concentration loadings. These reductions not only provide a cost savings, but also provide for additional capacity of the Town of Queen Creek with these parameters.

In-Pipe Technology Company (IPTC) utilizes a patented collection system treatment which during the polite phase, 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. By entering into a one-year service contract, with up to four possible one-year renewals, In-Pipe Technology Company would continue to provide the Town with a more cost effective alternative to chemical treatment.

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 have provided many benefits to the Town, but ultimately this service has improved the economics of wastewater treatment.

Fiscal Note:

Adequate funding to cover the costs for the first year of service for the odor and corrosion reduction services provided by In-Pipe Technology contract is available within the Sewer Enterprise Fund's.

Alternatives:

If the Town Council chooses not to approve this contract, 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

TOWN OF QUEEN CREEK
SERVICES CONTRACT

This Contract is made and entered into effective as of the ____ day of _____, 2013 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and In-Pipe Technology Company, Inc., an Illinois corporation ("Vendor"). Town and Vendor may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

The Town wishes to enter into a contract for sewer collections system services; and
Vendor is qualified to perform the Services; and

The Mayor is authorized and empowered by the Town Code to execute contracts for services.

Now therefore, in consideration of the mutual promises and obligations set forth in this Contract the Parties agree as follows:

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

Vendor shall provide the services described in the Scope of Services attached here to as Exhibit B (the "Services"). The Services may include providing and/or installing certain Goods, as either specified on Exhibit B or as necessary to properly provide the Services ("Goods"), in which case such Goods to be provided shall be included in the Services provided under this Contract. All Services will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for defective, non-complying, improper, negligent or inadequate Services rendered, and/or Goods provided, pursuant to this Contract.

ARTICLE 2. FEES

1. The amount paid to Vendor under this Contract, including reimbursable expenses, shall not exceed \$46,800 annually.
2. Vendor shall be paid according to the schedule set forth in Exhibit B.
3. The Town will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. A Town issued purchase order is required prior to any services being rendered. A Town purchasing card is an acceptable method of payment.

4. If for any reason the Vendor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the Town may withhold from payment due to the Vendor such amounts as are necessary to protect the Town's position for the purpose of set-off until such time as the exact amount of damages due to the Town from Vendor is agreed to by the parties in writing, or is finally determined by a court of competent jurisdiction.

ARTICLE 3. TERM OF CONTRACT

1. This Contract shall be in full force and effect when approved by the Town Council of Queen Creek, Arizona and signed by its Mayor as attested by the Town Clerk.

2. The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award. The Town has the option, in the Town's sole discretion to renew the Contract for four (4) additional one year periods. If the Contract is renewed, the total length of the Contract shall not exceed five (5) years. Any of the one (1) year contracts may be unilaterally extended by the Town for a period of thirty-one (31) days.

ARTICLE 4. TERMINATION OF CONTRACT

1. The Town has the right to terminate this Contract for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor.

2. In the event the Town terminates this Contract or any part of the Services as herein provided, the Town shall notify the Vendor in writing, and immediately upon receipt of such notice, the Vendor shall discontinue all Services, or the specific Services being terminated, as applicable, under this Contract.

3. Upon such termination, the Vendor shall immediately deliver to the Town any and all documents or work product generated by the Vendor under the Contract (collectively, the "Work Product"), together with all unused material supplied by the Town, applicable to the Services being terminated. Vendor shall be responsible only for such portion of the work as has been completed and accepted by the Town. Use of incomplete data by the Town shall be the Town's sole responsibility.

4. The Vendor shall receive as compensation in full only for Services performed and Goods delivered to the Town, and approved in writing by the Contract Administrator, prior to the date of such termination. The Town shall make such final payment within 60 days after the latest of: (i) Vendor's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Vendor's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph 3 of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

The entire Scope of Services to be performed in accordance with this Contract is set forth in Exhibit B. Services and Goods which are not included or necessary to providing the Services set forth in Exhibit B will be considered Additional Services, only if approved in writing by the

Contract Administrator prior to their performance. The Vendor shall not perform such Additional Services without prior written authorization in the form of an approved written change order or contract amendment from the Town. In the event the Vendor performs such claimed Additional Services without prior written authorization from the Town, it shall be conclusively presumed that the claimed Additional Services were included in the Scope of Services and Vendor shall not be permitted to request or receive any additional compensation for such claimed Additional Services.

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

1. This Contract may not be assigned in whole or in part without the prior written consent of the Town, and any such attempted assignment shall be null and void and a material breach of this Contract, and shall transfer no rights to the purported assignee.

2. The Vendor may engage such subvendors as Vendor may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subvendors for the performance of any part of the Services specified in Exhibit B shall be subject to the prior written approval of the Town. Vendor will submit a complete list of subvendors on Exhibit C and will update the information on the list during the term of the Contract, should the status or identity of said subvendors change. Employment of such subvendors in order to complete the Services set forth in Exhibit B shall not entitle Vendor to additional compensation beyond that set forth in Article 2. The Vendor shall be responsible for and shall warrant all Services including work delegated to such subvendors.

ARTICLE 7. COMPLETENESS AND ACCURACY

The Vendor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services performed pursuant to the Contract including, but not limited to the Services, and any the reports, surveys, plans, supporting data and/or other documents prepared or compiled pursuant to Vendor's obligations under this Contract and shall correct at Vendor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Vendor's Services shall in no way relieve the Vendor of any of Vendor's responsibilities hereunder.

ARTICLE 8. OWNERSHIP OF DOCUMENTS

All documents including but not limited to data computation, studies, reports, notes, drawings, or other documents, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Contract Administrator before final payment under this Contract is made to the Vendor, or upon termination of this Contract for any reason. To the extent any such documents is deemed to be the property of Vendor, Vendor hereby assigns all of Vendor's right, title and interest (including any applicable copyright) in such documents and Work Product to the Town.

ARTICLE 9. INDEMNIFICATION

1. To the fullest extent permitted by law, the Vendor shall defend, indemnify, save and hold harmless the Town and its officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") relating to, arising out of or alleged to have resulted from the performance of Services pursuant to this Contract including, but not limited to, any such performance by any subvendor. The Vendor's duty to defend, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the acts, errors, mistakes, omissions, work or services of the Vendor or anyone for whose acts the Vendor may be legally liable. It is the specific intention of the Parties that the Indemnitees shall be indemnified by Vendor from and against all Claims other than those arising from the Indemnitees' sole negligence. The Vendor will be responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

2. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any Claim referred to in this Article, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion.

3. The Vendor's obligations under this Article shall survive the expiration or earlier termination of this Contract.

4. The insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this Article and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

ARTICLE 10. INSURANCE

Vendor shall secure and maintain during the life of this Contract, the insurance coverages set forth on Exhibit A.

ARTICLE 11. WARRANTIES

1. The Vendor shall be responsible for and shall and hereby does warrant that all Services provided shall: (i) be of good quality; (ii) be provided by properly trained, qualified, and licensed (where applicable) workers and/or subvendors; (iii) conform to the requirements of this Contract (including all applicable descriptions, specifications, drawings and samples); (iv) be free from defects; (v) be appropriate for the intended purpose; (vi) meet or exceed all specifications, requirements and legal regulations, statues and/or codes that apply thereto, including, without limitation, all federal, state, county, and Town rules regulations, ordinances and/or codes that may apply; and (vii) be fully covered by Vendor's warranties running in favor of the Town under this Contract.

2. The Vendor shall be responsible for and shall and hereby does warrant that all Goods provided pursuant to this Contract shall: (i) be new; (ii) be of good quality and manufacture; (iii) conform to the requirements of this Contract and the specific Purchase Order (including all applicable descriptions, specifications, drawings and samples); (iv) be free from defects in material, workmanship, or design; (v) be fit for the intended purpose; (vi) meet or exceed all specifications, requirements and legal regulations, statutes and/or codes that apply thereto, including, without limitation, all federal, state, county, and Town rules regulations, ordinances and/or codes that may apply; and (vii) be fully covered by Vendors and manufacturers' warranties applicable to the Goods running in favor of the Town.

3. Copies of all applicable manufacturers' warranties shall be delivered to the Town with or before delivery to the Town, or installation of any Goods. The Contract Administrator may at any time require Vendor to deliver to the Contract Administrator written warranties from the Vendor, and/or the manufacturers of the Goods, for review and approval by the Town. These warranties shall be in form and content satisfactory to the Town, the Project building owner (if different than the Town), the Town's lender(s), if any, and any other person reasonably requested by the Town, or the Town's lender(s). If the Vendor fails to deliver such warranties, or if the warranties are determined by the Contract Administrator to be inadequate or unacceptable, the Vendors will be considered to be in material breach of this Contract.

4. Immediately upon notice from the Contract Administrator thereof, Vendor shall correct or replace as required by the Contract Administrator, at Vendor's expense, all defects, noncompliance, or inadequacies which may be discovered in any of the Services and/or Goods provided under this Contract. The Town's acceptance or approval of the Services and/or Goods shall in no way relieve the Vendor of any of Vendor's responsibilities hereunder. Unless a longer period is provided in the Contract Documents, the Vendor's or manufacturers' written warranties, this obligation to correct or replace shall continue for a period of two (2) years after acceptance of the specific Services and/or Goods.

ARTICLE 12. ADDITIONAL DISCLOSURES BY VENDOR

1. The Vendor shall reveal fully and in writing any financial or compensatory agreements which the Vendor has with any prospective contractor prior to the Town's publication of requests for proposals or comparable documents.

2. The Vendor hereby warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this contract, and that the Vendor has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this contract.

3. The Vendor shall comply with Executive Order No. 11246 entitled "Equal Opportunity Employment" as amended by Executive Order no. 11375, and supplemented Department of Labor Regulations 41 CFR, Part 16.

ARTICLE 13. CONTRACT ADMINISTRATOR

The Town's Contract Administrator for this Contract shall be the Town Manager or his/her designee(s).

ARTICLE 14. NOTICE

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

Town: John Kross, Town Manager
 22350 South Ellsworth Road
 Queen Creek, AZ 85142
 Facsimile: (480) 358-3189

With a copy to: MARISCAL, WEEKS, MCINTYRE & FRIEDLANDER, P.A.
 2901 North Central Avenue, Suite 200
 Phoenix, Arizona 85012
 Att'n: Fredda J. Bisman, Esq.
 Facsimile: (602) 285-5100

Vendor: In-Pipe Technology Company, Inc.
 Attn: Jim Elliot
 100 Bridge Street
 Wheaton, IL 60187
 Facsimile: (630) 871-0303

With a copy to: John Williams, President & CEO
 100 Bridge Street
 Wheaton, IL 60187
 Facsimile: (630) 871-0303

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address.

This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

ARTICLE 15. GENERAL PROVISIONS

A. **RECORDS AND AUDIT RIGHTS.** Vendor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments, or claims submitted by the Vendor or any of his payees related to or arising out of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Vendor's records and personnel throughout the term of this Contract and for a period of three (3) years after last or final payment.

B. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals, Exhibits and Appendices attached hereto are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

C. **ATTORNEYS' FEES.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or an account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

D. **ENTIRE AGREEMENT.** This Contract constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein.

E. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Maricopa County, Arizona and both Parties consent to the sole jurisdiction of, and venue in, such court for such purposes.

F. **INDEPENDENT CONTRACTOR.** The services Vendor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. As an independent contractor, Vendor shall: (a) have discretion in deciding upon the method of performing the services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/her own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services.

G. **TAXES.** Vendor shall be solely responsible for any and all tax obligations which may result out of the Vendors performance of this contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Vendor. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The Town shall not withhold income tax as a deduction from contractual payments. Vendor acknowledges that Vendor may be subject to I.R.S. provisions for payment of estimated income tax. Vendor is responsible for consulting the local I.R.S. office for current information on

estimated tax requirements. Sales tax for Goods received by the Town in relation to this Contract shall be indicated as a separate item on any notice of amount due.

H. AMENDMENTS. Any amendment, modification or variation from the terms of this Contract shall be in writing and signed by all Parties hereto.

I. COMPLIANCE WITH LAW. The Vendor specifically agrees and hereby warrants to the Town that in the performance of the Services, Vendor and anyone acting on Vendor's behalf, including but not limited to Vendor's subvendors, will comply with all state, federal and local statues, ordinances and regulations, and will obtain all permits and licenses applicable for performance under this contract.

J. SEVERABILITY. In the event that any provision of this Contract shall be held to be invalid and/or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

K. WAIVER. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

L. COUNTERPARTS. This Contract 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 Contract may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. §41-4401, the Vendor warrants to the Town that the Vendor and all its subvendors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Vendor acknowledges that a breach of this warranty by the Vendor or any of its subvendors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of the Vendor or any subvendor who works on this Contract to ensure compliance with this warranty.

The Town may conduct random verification of the employment records of the Vendor and any of its subvendors to ensure compliance with this warranty.

The Town will not consider Vendor or any of its subvendors in material breach of the foregoing warranty if Vendor and its subvendors 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).

The provisions of this Article must be included in any contract the Vendor enters into with any and all of its subvendors who provide services under this Contract or any subcontract. As used in this Section M "services" are defined as furnishing labor, time or effort in the State of

Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. PROHIBITION OF DOING BUSINESS WITH SUDAN AND IRAN. Pursuant to A.R.S. §§35-391.06 and 35-393.06, Vendor hereby certifies to the Town that Vendor does not have "scrutinized" business operations, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran. Vendor acknowledges that, in the event either of the certifications to the Town by Vendor contained in this paragraph is determined by the Town to be false, the Town may terminate this Contract and exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393.06.

O. CANCELLATION FOR CONFLICT OF INTEREST. Pursuant to the provisions of A.R.S. § 38-511, the Town may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a Vendor to any other party to the contract with respect the subject matter of the contract.

P. LICENSES. Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Vendor and the services to be performed under the resultant contract.

Q. PERMITS AND RESPONSIBILITIES. Vendor shall, without additional expense to the Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State and Municipal Laws, codes and regulations in connection with the execution of the work.

R. LIENS. Vendor shall cause all materials, service or construction provided or performed under the resultant contract to be free of all liens, and if the Town requests, Vendor shall deliver appropriate written releases, in statutory form of all liens to the Town.

S. PATENTS AND COPYRIGHTS. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Town and shall not be used or released by Vendor or any other person except with the prior written permission of the Town.

T. WORKPLACE COMPLIANCE. Vendor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

U. PRIORITY OF DOCUMENTS. In the event of a conflict between the terms of this Contract and the terms of any other document related to the Services, including but not limited to Scope of Services, the terms of this Contract shall prevail. In the event of a conflict between the terms of any bid document (RFP, RFQ, IFB) and the terms of a response, the terms of the bid document will control.

ARTICLE 16. FUNDS APPROPRIATION

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 13 of this Agreement at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

TOWN OF QUEEN CREEK:

Approval of Town Council:

Approval of Contract Administrator:

Gail Barney, Mayor

John Kross, Town Manager

ATTEST:

Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM:

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

VENDOR:

Jim Elliot
In-Pipe Technology Company, Inc.'s

EXHIBIT A
INSURANCE

1. **Insurance Certificate:** The Town requires a complete and valid certificate of insurance prior to the award of any contract. Vendor shall submit a copy of the insurance certificate for coverage with minimum amounts stated below. The coverage shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other vendor obligations. Insurance evidenced by the certificate shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

2. **Deductible:** The amount of any deductible shall be stated on the face of the certificate. The Contract Administrator may require Vendor to furnish a financial statement establishing the ability of Vendor to fund the deductible. If in the sole judgment of the Contract Administrator the financial statement does not establish Vendor's ability to fund the deductible, and no other provisions acceptable to the Contract Administrator are made to assure funding of the deductible, the Contract Administrator may, in his/her sole discretion, terminate this Contract and the Town will have no further obligation to Vendor.

3. **General Liability:** Vendor shall secure and maintain, at his or her own expense, until completion of the contract, general liability as shall protect Vendor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the Services and Goods provided under this contract. Vendor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

- i. **Projects less than \$1,000,000:** Vendor shall have total limits of insurance to include primary and excess coverage in an amount not less than \$2,000,000. For example, coverage may include \$1,000,000 primary and \$1,000,000 excess, \$2,000,000 primary, or other equivalent combinations.
- ii. **Projects greater than \$1,000,000:** Vendor shall provide total limits of insurance to include primary and excess coverage in an amount of not less than \$5,000,000. For example, coverage may include \$1,000,000 primary and \$4,000,000 excess, \$2,000,000 primary and \$3,000,000 excess, or other equivalent combinations.

4. **Automobile Liability:** Vendor shall secure, and maintain at his or her own expense, until the completion of the Contract, coverage for any auto, including non-owned and hired autos, with a combined single limit of \$1,000,000 per occurrence. The Town shall be named as an Additional Insured.

5. **Worker's Compensation Insurance:** Before beginning work, Vendor shall furnish to the Town satisfactory proof that he or she has, for the period covered under the

Contract, full Worker's Compensation coverage for all persons whom Vendor may employ directly, or indirectly, and shall hold the Town free and harmless for all personal injuries of all persons whom Vendor may employ directly or indirectly.

6. **Additional Insured:** Vendor shall name the Town of Queen Creek as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance.

7. **Rating of Insurance Company(ies):** Any and all insurance company(ies) supplying coverage to Vendor must have no less than an "A" rating in accordance with the A.M. Best rating guide.

8. **Waiver:** The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive, reduce, or increase insurance requirements should it be in the best interest of the Town.

9. **Additional Insurance Requirements:** The Vendor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract subject to at least 30 days written notice. The Vendor shall require any and all subvendors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Professional Liability required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, Town of Queen Creek, its agents, representatives, officers, directors, officials and employees as Additional Insureds.



PROPOSAL TO:

Queen Creek

Proposal Number 2011-1347R3

December 17, 2012



100 Bridge Street
Wheaton, IL 60187

Tel: 630.871.5844

December 17, 2012

Greg Homol
Field Operations Superintendent
Utility Services Department
Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142

**Re: In-Pipe Technology® Company, Inc. Proposal for the Town of Queen Creek Utility Service,
On-going pricing, Proposal No. 2011-1347R3 – Extension of Services**

Dear Mr. Homol,

We are pleased to submit a proposal to extend the existing In-Pipe service for the Town of Queen Creek, Arizona sewer collection system for your consideration. The In-Pipe demonstration project concluded on November 30th, 2012. This proposal includes pricing to extend the project for 12 months. The monthly service fee of \$3,900 for the demonstration project remains in effect for this proposed annual service contract.

Starting in October, 2012 In-Pipe added twelve (12) panels into the collection system to the twenty-five (25) currently installed making a total of thirty-seven (37) panels. The proposal below is a revision and update of our proposal submitted December 11, 2011 that was accepted by Queen Creek.

Please let me know if you have any questions.

Thank you for considering In-Pipe Technology.

A handwritten signature in black ink, appearing to read "Andrew Newbold".

Andrew Newbold
Project Engineer

Cc: Jim Elliott – In-Pipe Technology Company, Inc.
Rich Schici – In-Pipe Technology Company, Inc.



Introduction

In-Pipe Technology Company (IPTC) is pleased to present this proposal for our patented collection system treatment that will help eliminate odors and corrosion in the Queen Creek Utilities collection system providing an alternative to oxygenation. The primary objective expressed by Queen Creek for In-Pipe's technology is the control of odor and corrosion in the collection system. In-Pipe Technology uses a blend of facultative, spore-forming soil bacteria to transform the existing sewer into an effective biological reactor which effectively pre-treats the wastewater before it enters the treatment process - reducing collection system odor and also aeration energy requirements, chemical consumption, sewer maintenance callouts and sludge production, while improving the quality of effluent water produced by the treatment plant. Please review this proposal in detail. If you have any questions please do not hesitate to contact us.

The In-Pipe Technology Solution

Summary

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 WWTP. In-Pipe microbes enhance the microbial community such that the IPT bacteria replace the endemic, odor-producing bacteria and establish a beneficial biofilm on the sewer pipe walls resulting in an effective biological reactor existing within the sewer collection system. By utilizing the collection system as a vast biological pretreatment zone, In-Pipe service also improves the economics of wastewater treatment by reducing the organic load to the plant and enhancing the bioavailability of the incoming organic material.

In-Pipe Application Strategy

The In-Pipe blend of facultative soil bacteria are constantly introduced to the outer reaches of the collection system in order to dominate the microcosm throughout. The constant addition of In-Pipe bacteria is achieved by numerous dosing units; G2 panels, which are placed inside strategic manholes and lift stations in the collection system. The G2 panels are battery-powered and each one contains a 30-day supply of IPT solution, a metering pump and electronics to control the feed rate. The panels are inspected for functionality and are reloaded with microbes every 30 days by the In-Pipe service team.

In-Pipe Benefits:

Odor and Corrosion Control

While odor and corrosion have not been reported as a problem for the City of Queen Creek, In-Pipe does an excellent job controlling the formation of hydrogen sulfide. Odor production in the form of hydrogen sulfide gas is the result of septic (anaerobic) conditions that are ideal growing environments for sulfate reducing bacteria. Often, odor problems emanate from the discharge of pressurized force mains when the wastewater sits idle for hours under anaerobic conditions allowing sulfate-reducing bacteria (SRB) to flourish. The resulting solution sulfides are then stripped from the aqueous phase at the turbulent transition from force main to gravity flow.

Sulfate reducing bacteria use sulfate-bound oxygen (SO_4) as a final electron acceptor which releases sulfide ions into the wastewater. The sulfide ions associate with free hydrogen ions in the water and form aqueous solution hydrogen sulfide. Depending on the pH of the wastewater, the dissolved aqueous

sulfides form equilibrium with the atmospheric air resulting in atmospheric gaseous sulfide. This atmospheric sulfide occupies the headspace of the piping and lift station wet wells, resulting in the well known objectionable odor. In addition to causing an unpleasant odor, the hydrogen sulfide gas in the headspace is oxidized to sulfuric acid by hydrogen sulfide-oxidizing bacteria existing on the inner surface of the headspace structure. This sulfuric acid is created constantly in the presence of hydrogen sulfide gas and is highly corrosive to many common piping and wet well construction materials, including steel, ductile iron and concrete.

In-Pipe bacteria, which are facultative anaerobic bacteria, out-compete the anaerobic SRB for food and nutrients thereby replacing them as the dominant microbiology in the collection system. In-Pipe service typically reduces atmospheric hydrogen sulfide gas by 90% or more, effectively eliminating odor and corrosion problems throughout the collection system.

Fats, Oil and Grease (FOG) Control

FOG accumulates in the sewer pipes and can lead to blockages and overflows in the collection system. Sewer cleanouts require costly maintenance and may be a significant problem in areas of the collection system that service commercial areas. In-Pipe bacteria break down and metabolize FOG in the piping and lift stations, minimizing the potential for overflows and costly manual cleaning.

In-Pipe reduces existing FOG accumulations by 90 – 100% and prevents additional accumulations from forming as long as treatment continues. The specific areas of the collection system to be targeted will be specified with Brian Johnson during the design phase of the project to ensure complete coverage and treatment of the problematic areas.

Scope of Services

Summary of Scope

- The supply, installation and maintenance of the G2 dosing equipment as described below.
- Engineering service support provided throughout the project, including project updates and quarterly reports documenting process changes and expenditure savings.
- Monthly inspection and service of the G2 dosing equipment, including service labor for reloading the G2 dosing units.
- Complete supply of IPT microbes for the duration of the contract

Documentation Provided by Queen Creek

- Collection system map with areas of odor issues identified and completed Customer Information Questionnaire

Plant Operation Changes and Reporting

During the project, the Queen Creek staff will monitor and report plant performance data on a monthly basis. This monitoring and reporting will form the basis for confirming In-Pipe's performance confirming operational savings realized during the project. In-Pipe service personnel will also collect data, observations, and ask questions of the Queen Creek Utilities staff.



100 Bridge Street
Wheaton, IL 60187

Tel: 630.871.5844

Implementation Schedule

Not applicable: the dosing panels have been installed under the previous contract.

Project Pricing

Monthly pricing for In-Pipe service is \$3,900.00 per month.

EXHIBIT C

LIST OF SUBVENDORS



Requesting Department:
Real Estate

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, AICP
TOWN MANAGER

FROM: PATRICK FLYNN, ASSISTANT TOWN MANAGER
SANDRA MCGEORGE, MANAGEMENT ASSISTANT II

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A LEASE AGREEMENT WITH TUCK HOLLIMON FOR A RENEWABLE ONE YEAR LEASE OF PREMISES LOCATED AT 22249 S. ELLSWORTH ROAD

DATE: JANUARY 16, 2013

Staff Recommendation:

Staff recommends approval of the attached draft renewable one year lease agreement with Tuck Hollimon for a one year lease of premises located at 22249 S. Ellsworth Road.

Relevant Council Goal(s):

none

Proposed Motion:

Move to approve the attached draft lease agreement with Tuck Hollimon for a one year lease of premises located at 22249 S. Ellsworth Road.

Discussion:

Mr. Hollimon (Farmers Insurance) is the current tenant of one space in the larger building located at 22249 S. Ellsworth Road. The lease expires January 31, 2013. Mr. Hollimon was the original tenant leasing from the previous owner when the Town purchased the property in 2007. The rental amount of \$618 here reflects a 3% increase over last year's rent.

The other portion is currently vacant and would also be available for \$618 per month plus tax.

Fiscal Impact:

This lease will provide revenue of \$618.00 per month, at the annual rate of \$18.04 per square foot.

Alternatives:

The Town Council could choose not to continue leasing this property and forego the \$618.00 per month revenue.

Attachments:

Draft Lease Agreement

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into by and between the Town of Queen Creek, an Arizona municipal corporation, hereinafter referred to as "Landlord" or "Town", and Tuck Hollimon, dba Shucks, LLC, hereinafter collectively referred to as "Tenant".

WITNESSETH

1. **Premises and Term:** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, certain premises situated within Maricopa County, Arizona with an address of 22249 S. Ellsworth Road (the "Premises"). The Premises are part of a larger complex located at the above address and there is vacant space in the main building and in a smaller approximate 500 square foot building ("Additional Building") located to the north and east of the Premises. A sketch of the Premises showing Tenant's portion of the main building is attached hereto as an Exhibit. To the extent there are common areas and/or parking areas located on or about the area which the Premises and Additional Building are a part, Tenant shall abide by reasonable rules and regulations imposed by Landlord from time to time.

To have and to hold the same for a term of one (1) year commencing on February 1, 2013, and ending on January 31, 2014. Tenant acknowledges that it has inspected and accepts the Premises, and specifically the buildings and improvements located thereon, in their present condition as suitable for the purpose for which the Premises are leased. By renewing this tenancy as aforesaid, Tenant shall be deemed conclusively to establish that said buildings and other improvements are in good and satisfactory condition as of when possession was taken. Tenant further acknowledges that no representations as to the condition or repair of the Premises have been made by Landlord, unless such are expressly set forth in this Lease. Landlord has no obligation to alter, remodel or improve the Premises.

2. **Base Rent:** Tenant agrees to pay to Landlord rent for the Premises in advance, without demand, deduction or set off, for the entire term hereof at the rate of **\$618.00 per month, plus applicable taxes**. One such monthly installment shall be due and payable on the date hereof and a like monthly installment shall be due and payable on or before the first (1st) day of each calendar month succeeding the Commencement Date recited above during the hereby demised term, except that the rental payment for any fractional calendar month at the commencement or end of the lease period shall be prorated.

3. **Use:** The Premises shall be used for office purposes by Tenant and for such other lawful purposes as may be incidental thereto. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance. Tenant shall not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) which would render the insurance maintained by Landlord thereon void or the insurance risk more hazardous.

4. **Landlord's Repairs:** Landlord shall at its expense maintain the roof, foundation and the structural soundness of the exterior walls of the building in good repair, reasonable wear and tear excepted. Landlord shall also make all necessary repairs and replacements to downspouts, gutters, heating and air conditioning systems, plumbing work and fixtures. Tenant shall repair and pay for any damage caused by Tenant, or Tenant's agents or invitees, or caused by Tenant's default hereunder. The terms "walls" as used herein shall not include windows, glass, plate glass, or doors. Tenant shall immediately give Landlord written notice of defect or need for repairs, after which Landlord shall have reasonable opportunity to repair the same or cure such defect. Landlord's liability with respect to any defects, repairs, or maintenance for which Landlord is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance or the curing of such defect.

5. **Tenant's Repairs:** Tenant shall at its own cost and expense keep and maintain all parts of the Premises (except those for which Landlord is expressly responsible under the terms of this Lease) in good condition, promptly making all necessary repairs and replacements, including but not limited to, windows, glass and plate glass, doors, interior walls and finish work, floors and floor covering, termite and pest extermination, regular removal of trash and debris, regular mowing of any grass, trimming, weed removal and general landscape maintenance. Tenant shall not be obligated to repair any damage caused by fire, tornado or other casualty covered by the insurance to be maintained by Landlord pursuant to subparagraph 10 below, except that Tenant shall be obligated to repair all wind damage to glass except with respect to tornado or hurricane damage.

6. **Alteration:** Tenant shall not make any alterations, additions, or improvements to the Premises (including but not limited to roof and wall penetrations) without the prior written consent of Landlord.

7. **Inspection:** Landlord and Landlord's agents and representative shall have the right to enter and inspect the Premises at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises prior to vacating. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises to give such notice or arrange such joint inspection, Landlord's inspection at of after tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining tenant's responsibility for repairs and restoration.

8. **Utilities and Signage:** Tenant shall provide, at its cost, water, electricity and telephone service connections water, gas, heat, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or from the premise together with any taxes, penalties, surcharges or the like pertaining thereto and any maintenance charges for utilities.

Tenant shall remove its current A-frame sign from the Premises in a good and worker-like manner, lien free, restoring any damage done to the freehold and in accordance with all codes and with good construction/demolition practice by February 15, 2010. With regard to a free-standing sign ("Continuing Sign") noted on the sketch attached, Tenant and Additional Tenant

shall use best efforts to endeavor to reach an agreement respecting the sharing of space on and with regard to the Continuing Sign. If Tenant and Additional Tenant are unable to reach an agreement and request Landlord's input, Landlord will allocate signage on the Continuing Sign in Landlord's reasonable discretion. All signage shall be legal and written code. Tenant and Additional Tenant shall pay the costs of maintaining the Continuing Sign as they may mutually reasonably agree from time to time and agree not to change the dimensions of the Continuing Sign without landlord's consent. Costs of Tenant's signage to be located on the Continuing Sign shall be borne by Tenant.

9. **Assignment and Subletting:** Tenant shall not assign this Lease, or allow same to be assigned by operation of law or otherwise, sublet the Premises or any part thereof, without Landlord's prior written consent. Landlord shall have the right to transfer and assign, in whole or in part, any of its rights under this Lease, and in the building and property referred to herein; and to the extent that such assignee assumes Landlord's obligations hereunder, Landlord shall by virtue of such assignment be released from such obligations.

10. **Fire and Casualty Damage:** Landlord agrees to maintain standard fire and extended coverage insurance covering the structure upon the Premises; provided however, that nothing herein shall obligate the Landlord for the replacement or repair of any personal property located therein. Tenant shall be solely responsible for securing separate insurance coverage for any personal property located on the Premises.

11. **Liability:** Landlord shall not be liable to Tenant or Tenant's agents or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, resulting from and/or caused in part or whole by the negligence or misconduct of Tenant, its agents, servants or employees, or of any other person entering upon the Premises, or caused by the buildings and improvements located on the Premises. Tenant hereby covenants and agrees that it will at all times indemnify and hold safe and harmless the Premises, the Landlord, Landlord's agents and employees from any loss, liability, claims, suits, costs, expenses, including without limitation attorney's fees and damages, both real and alleged, arising out of any such damage or injury. Tenant shall, at all times during the term of this Lease, and at its sole cost and expense, maintain, procure and continue in force commercial general liability insurance with respect to the Premises for personal injury, bodily injury (including wrongful death) and damage to property, which policy shall name Landlord as additional insureds, having a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence.

12. **Holding Over:** Tenant shall, at the termination of this Lease by lapse of time or otherwise, give immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, the hold over tenancy shall be subject to termination by Landlord at any time upon not less than ten (10) days advance written notice, or by Tenant at any time upon not less than thirty (30) days advance written notice, and all of the other terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord from time to time upon demand, as rental for the period of any hold over, an amount equal to five (5) times the rent in effect on the termination date, computed on a daily basis for each day of the hold over period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided.

The preceding provisions of this paragraph 12 shall not be construed as Landlord's consent for Tenant to hold over.

13. **Quiet Enjoyment:** Landlord covenants that it now has good title to the Premises. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

14. **Events of Default:** The following shall deemed to be events of default by Tenant under this Lease:

- a) Tenant shall fail to pay any installment of the rent herein reserved when due, or any other payment or reimbursement to Landlord required herein when, due, and such failure shall continue for a period of ten (10) days from the date such payment was due.
- b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- c) To the extent permitted by U.S. Bankruptcy law, Tenant shall file a petition under any section or chapter of bankruptcy law or statute of the United States or any State thereof; or tenant shall be adjudged bankrupt or insolvent in proceedings filed against tenant thereunder.
- d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.
- e) Tenant shall desert or vacate any substantial portion of the Premises.
- f) Tenant shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this Paragraph 14), and shall not cure such failure, within twenty (20) days after written notice thereof to Tenant.

15. **Remedies:** Upon the occurrence of any such events of default described in Paragraph 14 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- a) Terminate this Lease, in which event tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay the Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

- b) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary without being liable for prosecution or any claim for damages therefore, and relet the Premises and receive the rent therefore; and Tenant agrees to pay to the Landlord on demand and deficiency that may arise by reason of such reletting. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant each mutually agree that Tenant shall not be entitled, under any circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to excess rental.

In the event Tenant fails to pay any installment of rent or any reimbursement, additional rental, or any other payment hereunder as and when such payment is due, to help defray the additional cost to Landlord for processing such late payments Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment, reimbursement, additional rental or any other payment and the failure to pay such late charge within ten (10) days after demand thereof shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees so incurred.

16. **Notices:** All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth or at such other address as landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have been actually received by Landlord. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid. Certified or Registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have heretofore specified by written notice delivered in accordance herewith:

Landlord:

Town Manager
Town of Queen Creek
22350 S. Ellsworth Road
Queen Creek, AZ 85142

Tenant:

Tuck Hollimon
22249 S. Ellsworth Road
Queen Creek AZ 85142

17. **Miscellaneous:**

- a) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- b) The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.
- c) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.
- d) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.
- e) If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there be added as a part of this Lease contract a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- f) All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

- g) Pursuant to the provisions of A.R.S. § 38-511, the Town may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is at any time while the contract or any extension thereof is in effect an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect the subject matter of the contract.
- h) This terms and provisions of this Lease shall be governed by the laws of the State of Arizona.

EXECUTED by Landlord, this _____ day of January, 2013.

Gail Barney, Mayor

ATTEST:

Jennifer Robinson, Town Clerk

Fredda L. Bisman, Town Attorney

EXECUTED by Tenant, this _____ day of January, 2013.

Name: Tuck Hollimon

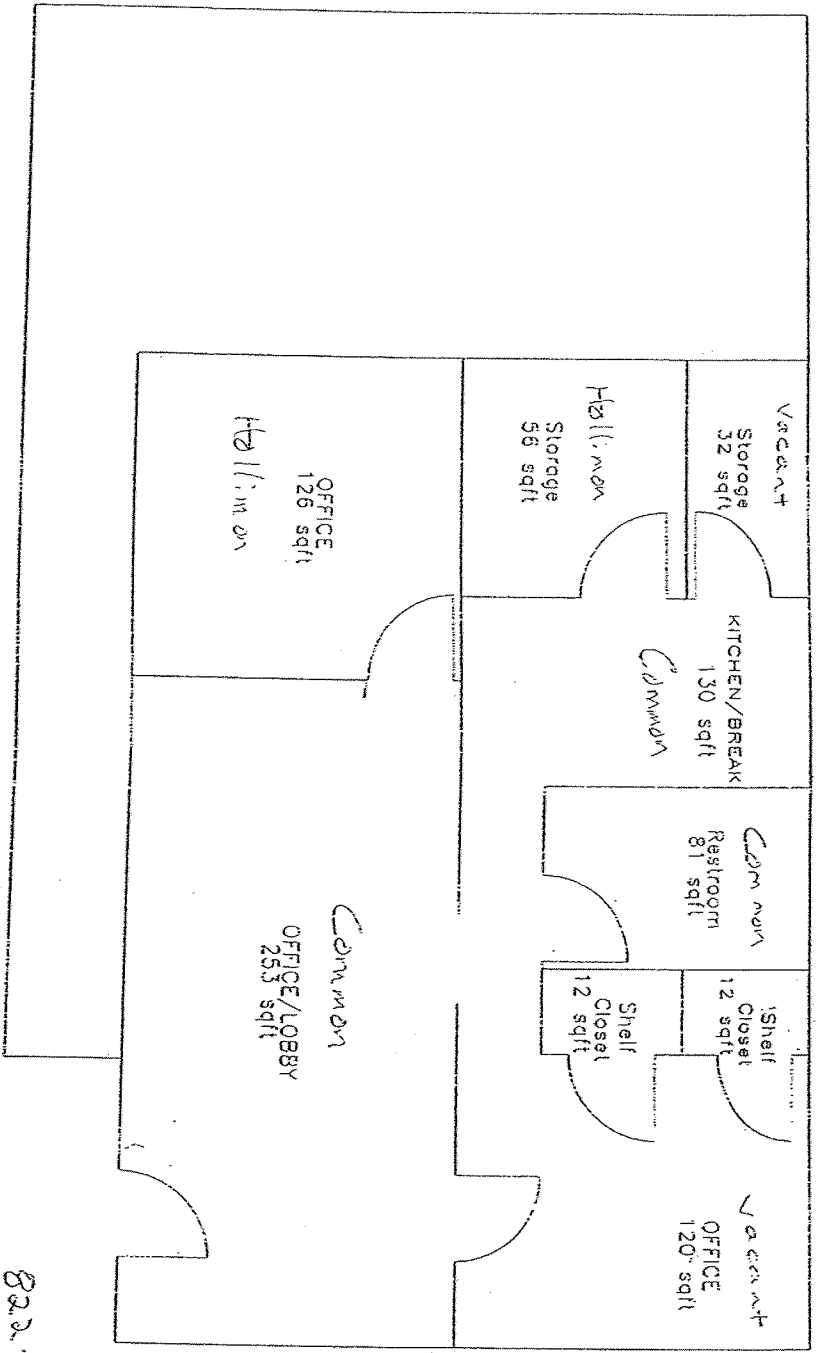
Agreed to and accepted and community
property/estate bound:

Sharon Hollimon, his wife

EXHIBIT "A"

Sketch

2249 S. Ellsworth Rd.



822 total



Requesting Department:
Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM: CHRIS ANARADIAN
DEVELOPMENT SERVICES DIRECTOR**

**WAYNE BALMER, AICP
PLANNING ADMINISTRATOR**

**DAVID WILLIAMS
SENIOR PLANNER**

**RE: DISCUSSION AND POSSIBLE ACTION DR12-081 "STANDARD
PACIFIC HOMES AT CHARLESTON ESTATES"** A request by
Standard Pacific of Arizona, for approval of five (5) new floor plans with
three elevations each to be constructed in the southern half of
Charleston Estates located at the northwest corner of Ocotillo and Signal
Butte roads.

DATE: JANUARY 16, 2013

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning Commission recommended approval DR12-081, Design Review for Standard Pacific at Charleston Estates, subject to the Conditions of Approval contained in this report.

STAFF RECOMMENDATION

Staff concurs with the Planning Commission's recommendation.

RELEVANT COUNCIL GOAL

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

PROPOSED MOTION

1. Move to approve DR12-081, Design Review for Standard Pacific Homes at Charleston Estates, subject to the Conditions of Approval included in this report.

SUMMARY

The proposal consists of a request for approval of five floor plans with three distinct elevations each to be built on the 83 lots zoned R1-7 of Unit 2 within Charleston Estates. Architectural styles are Spanish Colonial (A), Bungalow (B) and Ranch Hacienda (C). Floor plans range in size from 2,300 square feet to 3,623 square feet.

HISTORY

December 13, 2012	Planning Commission recommended approval of DR12-081, Design Review for "Standard Pacific Homes at Charleston Estates."
June 1, 2011	Town Council approved DR11-024, "Standard Pacific Homes at Charleston Estates."
September 1, 2010	Town Council approved Charleston Estates' Phasing Plan.
May 17, 2006	Town Council approved RZ11-05 and S05-05 for the rezoning and subdivision of Charleston Estates.

DISCUSSION

Subdivision Information	
Project Name	Charleston Estates, unit 2
Site Location	Northwest corner of Ocotillo and Signal Butte roads
Current Zoning	R1-7 section of a PAD
General Plan Designation	MDR (2-3 DU/AC)
Total Lots/Units	83
Density (entire subdivision)	2.46 DU/AC
Minimum Lot Width	65'
Minimum Lot Depth	125'
Minimum Lot Area	8,051 minimum square feet
Front Yard Setback	20' (15' with a qualifying front porch)
Rear Yard Setback	25'
Side Yard Setback	5' / 5'
Lot Coverage Current	40%

Design Review Request

Standard Pacific Homes is proposing to use five different floor plans with three elevations each in the southern half of Charleston Estates, lots 177 through 259. Of the plans, two (2) are two-story, three (3) are single-story. The proposed architectural styles are Spanish Colonial (A), Bungalow (B) and Ranch Hacienda (C). Floor plans range in size from 2,308 square feet to 3,623 square feet.

The proposed elevations meet the requirements for front porches and rear covered patios. Thirteen of the fifteen (13 of 15) of the elevations qualify for an additional 5% in lot coverage for a total of 45%. In addition, all rear patios meet design requirements.

Upon review of the product, Staff has determined all garage frontages meet the 40% garage face requirement. The elevations have been reviewed with additional conditions of approval added to address areas where architecture could be enhanced. Staff supports the applicant's request with these additional conditions.

Plan	Square Footage	Stories	40% Garage Face
5021	2,300 - 2,308	1	Yes
5022	2,501	1	Yes
4923	2,700	1	Yes
5024	3,143	2	Yes
5025	3,455	2	Yes

ANALYSIS

General Plan Review: The project is located in the Medium Density Residential designation (2-3 DU/AC). Unchanged, the project retains its density of 2.46 DU/AC.

Zoning Review: The zoning of the property is a PAD including residential zoning designations of R1-7, R1-9, R1-12, and R1-15. The plans of this proposal are restricted to the R1-7 lots (lot numbers 177 – 259).

Design Review: The applicant is proposing five new floor plans with three distinct elevations each. The styles are Spanish Colonial (A), Bungalow (B) and Ranch Hacienda (C) with square footages ranging from 2,300 square feet to 3,623 square feet.

Landscape / Open Space / Fence Plan Review: There are no changes proposed to the landscape plan or other subdivision redesigns.

PUBLIC COMMENTS

Staff has received no comments on this proposal.

CONDITIONS OF APPROVAL

1. All standard plans shall provide a residential front yard landscape package.
2. All garage doors shall incorporate windows in the design.
3. Two-story homes along Ocotillo Road shall be prohibited; specifically lots 218 – 248.
4. Construction of the project shall conform to the exhibits presented and conditions stipulated by any and all applicable development agreements, all subsequent amendments and/or resolutions.
5. Proposed design elements, such as coach lights, wrought iron accents, etc., rendered in elevations shall be standard.
6. Shutters shall be constructed using a faux-wood material such as NESCO or similar type product.

ATTACHMENTS

1. Location Map
2. DR Book
3. DRAFT Planning Commission minutes



Requesting Department:
Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM: CHRIS ANARADIAN
DEVELOPMENT SERVICES DIRECTOR**

**WAYNE BALMER, AICP
PLANNING ADMINISTRATOR**

**DAVE WILLIAMS
SENIOR PLANNER**

**RE: DISCUSSION AND POSSIBLE ACTION DR12-107 "RICHMOND
AMERICAN HOMES AT OCOTILLO HEIGHTS PHASE 1"** A request by
Richmond American Homes, for approval of six (6) new floor plans with
three elevations each to be constructed in Ocotillo Heights Phase 1
located at the southwest corner of Ocotillo and Signal Butte roads.

DATE: JANUARY 16, 2013

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of DR12-107, 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 - Land Use Element - Goal Number 3: Develop superior residential
neighborhoods.

PROPOSED MOTION

1. Move to approve Design Review of six floor plans with 3 elevations each (DR12-107).

SUMMARY

The proposal consists of a request for approval of six floor plans with three distinct elevations each to be built on the 75 lots zoned R1-7 and R1-9 within Ocotillo Heights Phase 1. Architectural styles are Spanish Colonial, Craftsman, Bungalow and Italian. Floor plans range in size from 2,355 square feet to 3,560 square feet.

HISTORY

December 13, 2012	Planning Commission recommended approval of DR12-107.
December 14, 2005	DR05-05 Capital Pacific Homes at Ocotillo Heights is approved by Planning and Zoning Commission. (Included Phase 1)
March 17, 1999	Mayor and Council approve Ordinance 148-99 (RZ11-99) Ocotillo Heights Planned Area Development PAD.

DISCUSSION

Subdivision Information	
Project Name	Ocotillo Heights Phase 1,
Site Location	Southwest corner of Ocotillo and Signal Butte roads
Current Zoning	R1-7 PAD and R1-9 PAD
General Plan Designation	MDR (2-3 DU/AC)
Total Lots/Units	75
Density (entire subdivision)	2.96 DU/AC
Minimum Lot Width	70' R1-7 / 80' R1-9
Minimum Lot Depth	100' R1-7 / 100' R1-9
Minimum Lot Area	7,000 R1-7 / 9,000 R1-9
Front Yard Setback	20' Primary Structure
Rear Yard Setback	20' ** R1-7 / 25' ** R1-9
Side Yard Setback	5', 15' between structures R1-7 and R1-9
Lot Coverage Current	40% (45% with qualifying front porch)

** Rear building setbacks shall be 25 feet for one-story units and 35 feet for two-story units that back onto any local or collector street frontage (Ordinance 148-99)

Design Review Request

Richmond American Homes is proposing to use six different floor plans with three elevations each in Ocotillo Heights Phase 1. Of the plans, two are one story with the remaining 4 plans being 2 stories. The proposed architectural styles are Spanish Colonial, Craftsman, Bungalow and Italian. Floor plans range in size from 2,355 square feet to 3,560 square feet.

The Paisley floor plan is a unique design with a “pop up” designed 2nd floor. The roof is expansive, however was designed maximize the potential for optional solar panels for south facing lots.

All elevations incorporate 4 sided architecture and were well received by the Commission. All appear to meet the standards set forth in the Zoning Ordinance.

All plans with the exception of Lot 145, Elevation P25B “Dominic” all plans can be built on all of the lots and comply with lot fit.

Plan	Square Footage	Stories	40% Garage Face
P23D Denise	2,355	1	Yes
P25B Dominic	2,517	1	Yes
P27D Devon	2,740	2	Yes
P35P Paisley	3,560	2	Yes
P34P Peyton	3,342	2	Yes
P318 Darin	3,294	2	Yes

ANALYSIS

General Plan Review: The project is located in the Medium Density Residential designation (2-3 DU/AC). Unchanged, the project retains its density of 2.96 DU/AC.

Zoning Review: The zoning of the property is a PAD with underlying zoning of R1-7.

Design Review: The applicant is proposing six new floor plans with three distinct elevations each. The styles are Spanish Colonial, Craftsman, Bungalow and Italian with square footages ranging from 2,355 square feet to 3,560 square feet.

Landscape / Open Space / Fence Plan Review: There are no changes proposed to the landscape plan or other subdivision redesigns.

PUBLIC COMMENTS

Staff has received no comments on this proposal.

CONDITIONS OF APPROVAL

1. Livable space (Primary Structure) shall comply with the 20' front setback as outlined in Ordinance 148-99. Side Entry Garages and porches may be built at a 15' front setback.
2. All standard plans shall provide a residential front yard landscape package.
3. All garage doors shall incorporate windows in the design.
4. No more than 1 in 3 homes backing Ocotillo Road (Lots 1-6 and 146-151) shall be 2 story with no more than two 2 story homes side by side.
5. Proposed design elements, such as coach lights, wrought iron accents, etc., rendered in elevations shall be standard.
6. Shutters shall be constructed using a faux-wood material such as NESCO or similar type product.

ATTACHMENTS

1. Aerial Photo
2. DR Book
3. DRAFT Planning Commission Minutes

Requesting Department:
Town Manager



TO: HONORABLE MAYOR AND TOWN COUNCIL

FROM: PATRICK FLYNN, ASSISTANT TOWN MANAGER/CFO

THROUGH: JOHN KROSS, TOWN MANAGER

**RE: CONSIDERATION AND POSSIBLE ACTION ON A BUDGET
AMENDMENT FOR ENTERPRISE FUND PROGRAMS
ALLOWING THE TOWN MANAGER TO APPROVE
APPROPRIATION INCREASES DRIVEN BY ADDITIONAL
REVENUE, UP TO A CAP OF \$100,000**

DATE: JANUARY 16, 2013

A handwritten signature in black ink, appearing to be "Patrick Flynn", is written to the right of the "FROM" line.

Budget Committee Recommendation

Authorize a budget amendment for enterprise fund programs allowing the Town Manager to approve appropriation increases driven by additional revenue, up to a cap of \$100,000.

Staff Recommendation

Staff concurs with the above recommendation from the Budget Committee.

Possible Motion

Motion as outlined above in the Budget Committee Recommendation..

Discussion

In October, 2008, the Town Council approved a series of budget amendment policies for the Town. See attachment 1 for the different budget amendment policies. As you can see, most amendments require Town Council approval. We have a number of Enterprise (business-type) fund programs (Solid Waste, Sewer, Water, HPEC) that require more flexibility within our budget amendment rules.

As with any business, our enterprise fund programs must first "spend money to make money." We must first buy the item to sell the item. For example,

we must buy the water meter to sell the meter. We must first buy the horse bedding to sell the horse bedding...all with a markup. Examples can go on and on. In general the "sale drives the cost of sale" and vice versa and right now we are hamstrung by inflexible budget rules. Appropriation and likewise revenue increases must be approved by the Council to recognize increased sales or revenue. Currently Town departments are scrambling to use monies from other budget accounts to finance these purchases; rather than using increased revenue to fund these purchases. Accordingly, we recommend that the Town Manager have the authorization to approve appropriation increases that are driven by revenues or increased sales within these Enterprise fund programs. See proposed budget amendment (Attachment 2) for recommended language.

Attachments



- Bonds must be investment grade without assistance from a credit enhancement.
- The Town must adhere to the State statutes that prescribe the amount of outstanding general obligation debt that a town can have at any one time (20% of the secondary assessed value for water, sewer, parks, public safety, and street lights and 6% for all other programs). The Town currently has no general obligation debt outstanding.

BUDGET AMENDMENT POLICIES

In October 2008, the Town Council approved an update of the Town's budget amendment policies as follows:

- Appropriation transfers between Town departments from any non-departmental account, including contingency, and budget adjustments that include creating new full-time positions, may only be done with approval of the Town Council.
- Budget adjustments to increase Town estimated revenues in order to fund increasing appropriations must be approved by Town Council. Such adjustments must stay within the annual budget ceiling adopted for the Town.
- Appropriation transfers between Town funds (i.e.: general fund, HURF, development fees, etc.) require the approval of the Town Council.
- Appropriation transfers of up to \$50,000 between capital project accounts require the Town Manager's approval only; transfers above that amount require Town Council approval.
- Appropriation transfers from one expenditure account to another within a Town departmental budget (Intradepartmental Appropriation Transfer) are as follows. All transfers are contingent upon Budget Office verification of sufficient budget being available for the request.
 - Department Director approval only up to \$25,000 from one appropriation account to another within a departmental budget.
 - Town Manager approval only for transfers greater than \$25,000 within a departmental budget.

BUDGETARY CONTROL SYSTEM

- Quarterly budget-to-actual variance reports are prepared by the Budget Administrator. Following review by the Assistant Town Manager/CFO and Town Manager, these reports are provided to the Town Council for information.
- Annually update the Town's five-year Financial Plan in order to validate and adjust the plan to new assumptions and growth projections of the community.
- Ongoing budget reviews in order to make necessary adjustments and then presented to the Town Council as needed based upon the revised budget amendment policies.

REVENUE MANAGEMENT POLICIES

- The Town will strive for a more diversified and stable revenue system, maintained to ensure the fiscal health of the community.
- User fees for all operations will be examined annually to ensure that fees cover direct and indirect cost of service as much as possible.

Attachment 2

Budget adjustments to increase Town's estimated revenues in order to fund increasing appropriations must be approved by Town Council. The only exception is with the Town's Enterprise funds in which more flexible budgeting is required. Within these funds, the sales of a good or material is first dependent on the Town acquiring the item. In those cases in which added sales or revenue generation is directly linked to the acquisition of the item (water meters, bedding sales for example); the Town Manager can approve such appropriations and revenue increases to the budget, up to a cap of \$100,000.

Requesting Department:
Economic Development



TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, AICP
TOWN MANAGER
FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR
RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION
929-13 AMENDING THE BYLAWS FOR TOWN CENTER COMMITTEE.
DATE: JANUARY 16, 2013

Staff Recommendation:

Staff recommends approval of Resolution 929-13 amending the By-laws for the Town Center Committee specific to the appointment of Town Council Members and Committee Chair; and the minimum and maximum number of committee members.

Relevant Council Goal(s):

N/A

Proposed Motion:

Move to approve Resolution 929-13 amending the By-laws for the Town Center Committee specific to the appointment of Town Council Members and Committee Chair; and the minimum and maximum number of committee members.

Discussion:

This item has been placed on the agenda at the Council's request and is related to the recent amendment made to the Standard Form Bylaws for Town Committee, Boards and/or Commissions that was approved at the October 17, 2012 Council meeting.

As detailed in the Town Center Committee Bylaws, Article VI, Amendments, the bylaws may be amended by a three fourths (3/4) majority vote at any meeting of the Committee and such amendments shall be subject to ratification by the Town Council and, if so approved, shall become effective at the next regular meeting of the Committee after ratification.

At the December 12, 2012 Town Center Committee meeting the Committee made a MOTION to approve the bylaw changes specific to the appointment of Town Council Members and Committee Chair and minimum and maximum number of Committee members. In addition to those changes the Committee also removed "Planning & Zoning Representative" as a designated seat.

The Bylaws with the proposed changes identified are attached as Exhibit "A". Following is a brief summary of the proposed changes.

Article IV currently reads:

Section 1: Number - The TCC shall consist of at least thirteen (13) persons, and shall not exceed nineteen (19) persons. All members of the TCC shall be residents of the State of Arizona.

Section 2: Composition – TCC membership shall represent a broad cross section of the community, which can include, but not be limited to:

Private & Public Sector Members

- Professionals
- Town Center Businesses
- Small Business Owners
- Bankers
- Utility Service Representatives
- President, Queen Creek Chamber of Commerce
- Public School Offices (University, Community College, K-12)
- Queen Creek residents at large
- Town Council

Ex-Officio Members (non-voting)

- Town Staff

Commission membership shall include a minimum of eight (8) "designated seats" (voting members) from the following entities:

- Town Center small business owners (retail, service, office) representatives
- Town Center resident representative
- Town Center bank representative
- Chamber of Commerce member representative
- Representative from the Communiversitry @ Queen Creek
- Marketing director/manager representative
- Planning and Zoning Representative

All other members shall be classified as "non-designated."

The proposed amendment would change the appointed Council Members to non-voting liaison members. As non-voting liaison members, Council Members would no longer be appointed by the Town Council as the committee chair or vice chair. The amendment would continue to allow the committee to select a chair and vice chair from the existing voting members of the committee. Because of their non-voting liaison membership status, Council Members would also not be counted towards achieving a quorum. The proposed amendment will also change the minimum and maximum number of voting members from 13 and 19 to 11 and 17 respectively.

Fiscal Impact:

The approval of this amendment would not require additional spending authority.

Alternatives:

1. The Mayor and Council may decide not to approve the attached Resolution 929-13 and continue with current practices.
2. The Mayor and Council may decide to direct staff to make changes to the proposed amendments, and approve Resolution 929-13 with those changes.

Attachments:

- Resolution 929-13
- Exhibit "A" Amendment to the Bylaws for the Town Center Committee

RESOLUTION 929-13

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING
THE BYLAWS FOR THE TOWN CENTER COMMITTEE.**

WHEREAS, the Town of Queen Creek desires to maximize public involvement of its residents and area community to the greatest extent possible;

WHEREAS, the amendments to the procedures for the Town Center Committee is necessary for the implementation of broad-based public policy goals of the community as a whole;

WHEREAS, the Town of Queen Creek intends to remain a progressive, citizen and business driven community of quality and that promoting this value requires establishing the appropriate procedural guidance for citizen and community involvement at all levels of government; and,

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

Section 1: That the Queen Creek Town Council hereby adopts these amendments to the Town Center Committee Bylaws attached hereto as Exhibit "A" and incorporated herein by reference.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 16th day of January 2013.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Town Attorney

**BY-LAWS
OF
THE QUEEN CREEK
TOWN CENTER COMMITTEE**

ARTICLE I

NAME

The name of the Committee shall be THE QUEEN CREEK TOWN CENTER COMMITTEE, hereinafter referred to as the "TCC." The TCC is an advisory Committee to the Queen Creek Town Council, organized under the laws of the State of Arizona and the Town of Queen Creek.

ARTICLE II

OFFICES

The principal office of the Queen Creek Town Center Committee in the State of Arizona shall be located at the Queen Creek Town Hall or at such other place as shall be lawfully designated by the Queen Creek Town Council.

ARTICLE III

PURPOSES

The Town Center is intended to be a vital economic core for the community in addition to being the Town's heart and gathering place. The approximately 900 acres contained in the Town Center designated area can accommodate a multitude of economic uses and activities. The TCC shall develop a work plan derived from the Implementation Matrix included in the Town Center Plan adopted by the Town Council on _____, 20___. The Work Plan shall include, but not be limited to, components [or elements or policies] that ensure economic investment from the public and private sector, encourage small business growth, and bring additional amenities and character elements forward.

ARTICLE IV

TOWN CENTER COMMITTEE

Section 1: Number - The TCC shall consist of at least ~~eleven~~eleven (11~~3~~) persons, and shall not exceed ~~nineteen~~seventeen(17) persons. All members of the TCC shall be residents of the State of Arizona.

Section 2: Composition - TCC membership shall represent a broad cross section of the community, which can include, but not be limited to:

Private & Public Sector Members

- Professionals
- Town Center Businesses
- Small Business Owners
- Bankers
- Utility Service Representatives
- President, Queen Creek Chamber of Commerce
- Public School Offices (University, Community College, K-12)
- Queen Creek residents at large
- ~~Town Council~~

Ex-Officio/Liaison Members (non-voting)

- Town Staff
- Town Council (up to two members)

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Commission membership shall include a minimum of eight (8) "designated seats" (voting members) from the following entities:

- Town Center small business owners (retail, service, office) representatives
- Town Center resident representative
- Town Center bank representative
- Chamber of Commerce member representative
- Representative from the Community @ Queen Creek
- Marketing director/manager representative
- ~~Planning and Zoning Representative~~

Members of the Commission selected from the private and public sector, with exception of the Ex-Officio and Liaison Member, shall be classified as "non-designated" (voting members).

~~All other members shall be classified as "non-designated."~~

Section 3: Selection - Public notification for all "non-designated" TCC openings will be given following policies and procedures established by the Town's Committee Appointment process. Candidates for all "non-designated seats" only shall submit a completed application to the Town Clerk's Office in order to be considered for appointment. Qualified candidates will submit a notice of interest and will be interviewed by the TCC Chair. All "non-designated" members shall be appointed by the Mayor, with the consent of the Town Council, and shall serve at the pleasure of the Council.

Section 4: Term of Office - All voting TCC members shall be appointed to two (2) year terms. TCC members shall serve until their successors are duly appointed. TCC members shall serve staggered terms, where no more than seven (7) voting members' terms expire in any one (1) year.

Section 5: Vacancies - In the event of the death, resignation, or removal of any "non-designated" member of the Town Center Committee the Council shall appoint a new member, to serve for the unexpired portion of the term vacated. In the event of the death, resignation, or removal of any "designated" or Liaison Member of the TCC the unexpired portion of the vacated term will be filled by a new representative appointed by the entity represented.

Section 6: Attendance Policy – Any member of any committee created and appointed by the Town Council shall forfeit their office if he/she fails to attend 75 percent of the regular meetings within any 12-month fiscal year. The Town Council shall consider removal of the individual from the committee at the next available Council meeting. Replacement of that individual shall be considered by the Town Council as soon as reasonably possible.

Section 7: Removal - Any member of the Town Center Committee shall be removed with or without cause by the favorable vote of a majority of all members of the Council, and the action of the Council shall be final.

Section 8: Powers, Duties, and Responsibilities – TCC members are to make recommendations on Town Center issues in light of economic impacts, Town policy, and what would serve the long term good of all the people of Queen Creek. TCC members are expected to study the agenda packet before each meeting and to educate themselves on Town Center issues. Other powers, duties and responsibilities include, but are not limited to:

- A) Elect the Chair and Vice-Chair.
- B) Develop Annual Work Program
- C) At the start of each new fiscal year receive annual approval of its 12-month work program by Town Council.
- D) To keep and submit minutes to the Council for the information at the first regular Council meeting following an official meeting of the TCC.
- E) Advise the Council on the status of its annual work program and achievement of various initiatives set forth by the Council for implementation.
- F) Advise the Council on matters pertaining to the designated committees and work program approved by the Town Council.
- G) Provide advice and direction for the Town’s Economic Development staff.
- H) Appoint any committee as deemed necessary to carry out the goals of the TCC.
- I) Make recommendations and/or reports to Town Council on Town Center related projects.

Section 9: Advisory Nature of Recommendations - All studies, reviews, recommendations and specific plans formulated or submitted by the QUEEN CREEK TOWN CENTER COMMITTEE shall be advisory only and shall not be binding upon the final actions of the Economic Development Department, or the Queen Creek Town Council.

Section 10: Election of Officers - The Commission shall elect, by majority vote, a Chair and Vice Chair annually from among the voting commission members at the first meeting held in July, or if said meeting is not held, at the first meeting thereafter.

- A) The term of Chair and Vice Chair shall be one (1) year and any member serving as Chair and Vice Chair shall be eligible for re-election.
- B) The Vice Chair shall act as Chair in the Chair’s absence. In the absence of the Chair and Vice Chair, the Town Council representative and then the Director of Economic Development shall act as Chair.
- C) Any vacancy for Chair or Vice Chair as may occur for any reason shall be filled for the remainder of the term from the TCC membership by majority vote of the TCC at the next meeting where a majority of the TCC is present.
- D) The Chair or Vice Chair may be removed from their positions as Chair or Vice Chair at any time by a three fourths (3/4) majority vote of the full TCC membership.

- E) The Chair shall preside at all meetings of the TCC, decide all points of order and procedure, perform any duties required by law, ordinance or by these bylaws.
- F) The Chair shall have the right to vote on all matters before the TCC, and shall also have the right to make or second motions in the absence of a motion, or a second, made by a member.
- G) The Director of Economic Development, or his/her designated representative, shall serve the TCC as Secretary. The Economic Development staff shall furnish professional and technical advice to the TCC.

Section 11: Regular Meetings - Regular meetings shall be held on the second Wednesday of every other month at 8:00 a.m. Whenever a legal holiday is the same day as a meeting, such meeting shall either be canceled or rescheduled by motion and majority vote of the TCC. If a regularly scheduled meeting is to be canceled, twenty four (24) hours notice shall be given to all members. Regular meetings of the TCC shall be open to the public and the minutes of the proceedings, showing the vote of each member and records of its examinations and other official actions, shall be filed in the Town Clerk's Office as a public record. For any matter under consideration, any person may speak to the issue upon being recognized by the Chair and stating their name and the names of persons on whose behalf they are appearing. Regular meetings of the TCC shall be held at the Queen Creek Town Hall or at such other place as shall be lawfully designated by the TCC.

Section 12: Special Meetings - Special meetings of the TCC may be called by, or at, the request of the Chair or Director of Economic Development at a time and place they may designate.

Section 13: Notice of Meetings - Written notice of all meetings to TCC members shall be delivered by mail or in person at least 24 hours before the date of the meeting; except that where required by an actual emergency, members may be notified by telephone by the Secretary. Written notice may also be given by e-mail or other electronic means, consistent with the requirements of the open meeting law.

Section 14: Quorum - A majority of the voting members of the TCC shall constitute a quorum for transacting business at any regular or special meeting. No action shall be taken at any regular or special meeting in the absence of a quorum, except to adjourn the meeting to a subsequent date.

Section 15: Agenda - An agenda shall be prepared by the Secretary for each regular and/or special meeting of the TCC. The agenda shall include the various matters of business as scheduled for consideration by the TCC.

Section 16: Order of Business (Parliamentary Procedure)

- A) The Chair shall call the TCC to order and the Secretary shall record the members present or absent. The Chair may call each matter of business in order filed.

Section 17: Voting

- A) By majority vote, the TCC may defer action on any matter when it concludes that additional time for further study or input is necessary.
- B) A majority vote of those TCC members present and voting shall be required to take official action including, but not limited to, the adopting of policy or submitting recommendations. When a motion in favor of any matter fails to receive an affirmative majority vote, i.e., a tie vote, it shall be entered into the minutes as a vote to deny the matter being considered. In

the event that there is no motion, or the motion dies for lack of a second, it shall be entered into the minutes as a denial of the matter being considered. Nothing herein shall prevent any member from making a subsequent motion on any matter where a prior motion is not approved by a majority vote of members present.

- C) TCC members shall disqualify themselves and abstain from voting whenever they may have a conflict of interest in the item under consideration, as described and provided by A.R.S. 38-501 to 38-511.
- D) Each member attending shall be entitled to one vote, exclusive of the Ex-Officio and Liaison TCC members. The minutes of the proceedings shall indicate the vote of the TCC on every matter acted upon, and shall indicate any absence or failure to vote. No member shall be excused from voting except on matters involving the consideration of their own official conduct, or such matters as referred to in Article IV, Section 17 (C) of these bylaws.
- E) A motion to adopt or approve staff recommendations or simply to approve the action under consideration shall, unless otherwise particularly specified, be deemed to include adoption of all proposed findings and execution of all actions recommended in the staff report on file in the matter.

Section 18: Recommendation to Town Council - The TCC shall forward a recommendation to Town Council of its findings and/or actions in writing with respect to the merits of the item under consideration within 30 days of the conclusion of the TCC meeting.

ARTICLE V

OFFICIAL RECORDS

Section 1: Retention of Files - The official records of the TCC shall include these rules and regulations, minutes of meetings and its adopted reports, which shall be deposited with the Town Clerk's Office and which shall be available for public inspection during regular office hours. All matters coming before the TCC shall be filed in the Economic Development Department in accordance with that Department's general file system. Original papers of all matters shall be retained as per the state approved retention schedule.

Section 2: Recordings of Meetings - All public meetings of the TCC will be recorded in written form and as required by the Arizona open meeting law. Any person desiring to have a meeting recorded by an electronic device or by a stenographic reporter, at their own expense, may do so, provided that they consult the TCC's Secretary to arrange facilities for such recording prior to the commencement of the meeting, and do not otherwise disrupt the proceedings.

ARTICLE VI

AMENDMENTS

These bylaws may be amended by a three fourths ($\frac{3}{4}$) majority vote at any meeting of the TCC provided that notice of said proposed amendment(s) is given to each member in writing at least five (5) days prior to said meeting. Such amendment(s) shall be subject to ratification by the Town Council and, if so approved, shall become effective at the next regular meeting of the TCC after ratification.

Requesting Department:
Economic Development



TO: HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH: JOHN KROSS, AICP
TOWN MANAGER**

FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 930-13
AMENDING THE BYLAWS FOR THE ECONOMIC DEVELOPMENT
COMMISSION.**

DATE: JANUARY 16, 2013

Staff Recommendation:

Staff recommends approval 930-13 amending the By-laws for the Economic Development Commission specific to the appointment of Town Council Members and Committee Chair; and the minimum and maximum number of committee members.

Relevant Council Goal(s):

N/A

Proposed Motion:

Move to approve Resolution 930-13 amending the By-laws for the Economic Development Commission specific to the appointment of Town Council Members and Committee Chair; and the minimum and maximum number of committee members.

Discussion:

This item has been placed on the agenda at the Council's request and is related to the recent amendment made to the Standard Form Bylaws for Town Committees, Boards and/or Commissions that was approved at the October 17, 2012 Council meeting.

As detailed in the Economic Development Commission Bylaws, Article VI, Amendments, the bylaws may be amended by a three fourths (3/4) majority vote at any meeting of the Commission and such amendments shall be subject to ratification by the Town Council and, if so approved, shall become effective at the next regular meeting of the Commission after ratification.

At the October 24, 2012 Economic Development Commission meeting the Commission made a MOTION to approve the bylaw changes specific to the appointment of Town Council Members and Committee Chair and minimum and maximum number of Commission members.

The Bylaws with the proposed changes identified, are attached as Exhibit "A". Following is a brief summary of the proposed changes.

Article IV currently reads:

Section 1: Number - The Commission shall consist of at least thirteen (13) persons, and shall not exceed nineteen (19) persons. All members of the Commission shall be residents of the State of Arizona.

Section 2: Composition – Commission membership shall represent a broad cross section of the community, which can include, but not be limited to:

Private & Public Sector Members

- Professionals
- Real Estate Brokers and Developers
- Corporate Leaders (Commercial, Retail and Industrial Sectors)
- Small Business Owners
- Bankers
- Utility Service Representatives
- President, Queen Creek Chamber of Commerce
- Greater Phoenix Economic Council Liaison
- Public School Officials (University, Community College, K-12)
- Queen Creek citizens at large
- Town Council

Members of the Commission selected from the private and public sector, with exception of the Ex-Officio and Liaison Member, shall be classified as "non-designated" (voting members).

Liaison Member (non-voting)

- Planning & Zoning Commission Member

Ex-Officio Members (non-voting)

- Town Manager, Queen Creek
- Director of Economic Development, Queen Creek

Commission membership shall also include a minimum of eight (8) "designated seats" (voting members) filled by representatives that have been consulted with and are willing to serve, from the following specified positions:

- A representative(s) from the electric utilities and/or the gas utility serving Queen Creek.
- A representative from the Queen Creek Unified School District.
- A representative from Arizona State University.
- A representative from area community college.
- A representative from Phoenix-Mesa Gateway Airport.
- Queen Creek's Board representative from the Greater Phoenix Economic Council.
- The President of the Queen Creek Chamber of Commerce
- Town Council may appoint up to two members from the Town Council to serve as voting members.

The proposed amendment would change the appointed Council Members to non-voting liaison members. As non-voting liaison members, Council Members would no longer be appointed by the Town Council as the committee chair or vice chair. The amendment would continue to allow the committee to select a chair and vice chair from the existing voting members of the committee. Because of their non-voting liaison membership status, Council Members would also not be counted towards achieving a quorum. The proposed amendment will also change the minimum and maximum number of voting members from 13 and 19 to 11 and 17 respectively.

Fiscal Impact:

The approval of this amendment would not require additional spending authority.

Alternatives:

1. The Mayor and Council may decide not to approve the attached Resolution 930-13, and continue with current practices.
2. The Mayor and Council may decide to direct staff to make changes to the proposed amendments, and approve Resolution 930-13 with those changes.

Attachments:

- Resolution 930-13
- Exhibit "A" Amendment to the Bylaws for the Economic Development Commission.

RESOLUTION 930-13

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING
THE BYLAWS FOR THE ECONOMIC DEVELOPMENT
COMMISSION.**

WHEREAS, the Town of Queen Creek desires to maximize public involvement of its residents and area community to the greatest extent possible;

WHEREAS, the amendments to the procedures for the Economic Development Commission is necessary for the implementation of broad-based public policy goals of the community as a whole;

WHEREAS, the Town of Queen Creek intends to remain a progressive, citizen and business driven community of quality and that promoting this value requires establishing the appropriate procedural guidance for citizen and community involvement at all levels of government; and,

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

Section 1: That the Queen Creek Town Council hereby adopts these amendments to the Economic Development Commission Bylaws attached hereto as Exhibit "A" and incorporated herein by reference.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 16th day of January 2013.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Town Attorney

**BY-LAWS
OF
THE QUEEN CREEK
ECONOMIC DEVELOPMENT COMMISSION**

ARTICLE I

NAME

The name of the Commission shall be THE QUEEN CREEK ECONOMIC DEVELOPMENT COMMISSION, hereinafter referred to as the "Commission." The Commission is an advisory Commission to the Queen Creek Town Council, organized under the laws of the State of Arizona and the Town of Queen Creek.

ARTICLE II

OFFICES

The principal office of the Queen Creek Economic Development Commission in the State of Arizona shall be located at the Queen Creek Town Hall or at such other place as shall be lawfully designated by the Queen Creek Town Council.

ARTICLE III

PURPOSES

The purpose of the Commission is to make recommendations on ways to diversify Queen Creek's economic base; stimulate and encourage job growth by making recommendations on economic development issues in light of economic impacts and Town policy and assist in identifying assets and resources appropriate for implementation of Queen Creek's economic development strategy; all of which shall be accomplished in a manner consistent with sustained, prudent and reasonable growth.

ARTICLE IV

ECONOMIC DEVELOPMENT COMMISSION

Section 1: Number - The Commission shall consist of at least ~~thirteen~~ ~~eleven~~ ~~(1311)~~ persons, and shall not exceed ~~nineteen~~ ~~seventeen~~ ~~(1917)~~ persons. All members of the Commission shall be residents of the State of Arizona.

Section 2: Composition - Commission membership shall represent a broad cross section of the community, which can include, but not be limited to:

Private & Public Sector Members

- Professionals
- Real Estate Brokers and Developers
- Corporate Leaders (Commercial, Retail and Industrial Sectors)
- Small Business Owners

- Bankers
- Utility Service Representatives
- President, Queen Creek Chamber of Commerce
- Greater Phoenix Economic Council Liaison
- Public School Officials (University, Community College, K-12)
- Queen Creek citizens at large
- ~~Town Council~~

Members of the Commission selected from the private and public sector, with exception of the Ex-Officio and Liaison Member, shall be classified as “non-designated” (voting members).

Liaison Member (non-voting)

- Planning & Zoning Commission Member (as needed)

Ex-Officio Members (non-voting)

- Town Manager, Queen Creek
- Director of Economic Development, Queen Creek
- Town Council (up to two members from the Town Council to serve as non-voting members)

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Commission membership shall also include a minimum of eight (8) “designated seats” (voting members) filled by representatives that have been consulted with and are willing to serve, from the following specified positions:

- A representative(s) from the electric utilities and/or the gas utility serving Queen Creek.
- A representative from the Queen Creek Unified School District.
- A representative from Arizona State University.
- A representative from area community college.
- A representative from Phoenix-Mesa Gateway Airport.
- Queen Creek’s Board representative from the Greater Phoenix Economic Council.
- The President of the Queen Creek Chamber of Commerce
- ~~Town Council may appoint up to two members from the Town Council to serve as voting members.~~

Section 3: Selection - Public notification for all “non-designated” Commission openings will be given following policies and procedures established by the Town’s Committee Appointment process. Candidates for all “non-designated seats” only shall submit a completed application to the Town Clerk’s Office in order to be considered for appointment. Qualified candidates will submit a notice of interest and will be interviewed by the Commission Chair. All “non-designated” members shall be appointed by the Mayor, with the consent of the Town Council, and shall serve at the pleasure of the Council.

In addition, the Ex-Officio “designated seats” will include:

- Town Manager, Town of Queen Creek
- Director of Economic Development, Town of Queen Creek
-

Section 4: Term of Office - All voting Commission members shall be appointed to two (2) year terms. Commission members shall serve until their successors are duly appointed. Commission members shall serve staggered terms, where no more than seven (7) voting members' terms expire in any one (1) year.

Section 5: Vacancies - In the event of the death, resignation, or removal of any "non-designated" member of the Economic Development Commission the Council shall appoint a new member, to serve for the unexpired portion of the term vacated. In the event of the death, resignation, or removal of any "designated" or Liaison Member of the Commission the unexpired portion of the vacated term will be filled by a new representative appointed by the entity represented.

Section 6: Attendance Policy - Any member of any committee created and appointed by the Town Council shall forfeit their office if he/she fails to attend 75 percent of the regular meetings within any 12-month fiscal year. The Town Council shall consider removal of the individual from the committee at the next available Council meeting. Replacement of that individual shall be considered by the Town Council as soon as reasonably possible.

Section 7: Removal - Any member of the Economic Development Commission shall be removed with or without cause by the favorable vote of a majority of all members of the Council, and the action of the Council shall be final.

Section 8: Powers, Duties, and Responsibilities - Commission members are to make recommendations on economic development issues in light of economic impacts, Town policy, and what would serve the long term good of all the people of Queen Creek. Commission members are expected to study the agenda packet before each meeting and to educate themselves on economic development issues. Other powers, duties and responsibilities include, but are not limited to:

- A) Elect the Chair and Vice-Chair.
- B) Develop Annual Work Program
- C) At the start of each new fiscal year receive annual approval of its 12-month work program by Town Council.
- D) To keep and submit minutes to the Council for the information at the first regular Council meeting following an official meeting of the commission.
- E) Advise the Council on the status of its annual work program and achievement of various initiatives set forth by the Council for implementation.
- F) Advise the Council on matters pertaining to the designated committees and work program approved by the Town Council.
- G) Provide advice and direction for the Town's Economic Development staff.
- H) Provide expertise to Director of Economic Development in working with prospects, as appropriate.
- I) Assist in the development of the Economic Development Department's Annual Action Plan and in updates to the Strategic Plan.
- J) Appoint any committee as deemed necessary to carry out the goals of the Commission.
- K) Make recommendations and/or reports to Town Council on Economic Development related projects.

Section 9: Advisory Nature of Recommendations - All studies, reviews, recommendations and specific plans formulated or submitted by the QUEEN CREEK ECONOMIC DEVELOPMENT COMMISSION

shall be advisory only and shall not be binding upon the final actions of the Economic Development Department, or the Queen Creek Town Council.

Section 10: Election of Officers - The Commission shall elect, by majority vote, a Chair and Vice Chair annually from among the voting commission members at the first meeting held in July, or if said meeting is not held, at the first meeting thereafter.

- A) The term of Chair and Vice Chair shall be one (1) year and any member serving as Chair and Vice Chair shall be eligible for re-election.
- B) The Vice Chair shall act as Chair in the Chair's absence. In the absence of the Chair and Vice Chair, the Town Council representative and then the Director of Economic Development shall act as Chair.
- C) Any vacancy for Chair or Vice Chair as may occur for any reason shall be filled for the remainder of the term from the Commission membership by majority vote of the Commission at the next meeting where a majority of the Commission is present.
- D) The Chair or Vice Chair may be removed from their positions as Chair or Vice Chair at any time by a three fourths (3/4) majority vote of the full Commission membership.
- E) The Chair shall preside at all meetings of the Commission, decide all points of order and procedure, perform any duties required by law, ordinance or by these bylaws.
- F) The Chair shall have the right to vote on all matters before the Commission, and shall also have the right to make or second motions in the absence of a motion, or a second, made by a member.
- G) The Director of Economic Development, or his/her designated representative, shall serve the Commission as Secretary. The Economic Development staff shall furnish professional and technical advice to the Commission.

Section 11: Regular Meetings - Regular meetings shall be held on the fourth Wednesday of every other month at 7:30 a.m. Whenever a legal holiday is the same day as a meeting, such meeting shall either be canceled or rescheduled by motion and majority vote of the Commission. If a regularly scheduled meeting is to be canceled, twenty four (24) hours notice shall be given to all members. Regular meetings of the Commission shall be open to the public and the minutes of the proceedings, showing the vote of each member and records of its examinations and other official actions, shall be filed in the Town Clerk's Office as a public record. For any matter under consideration, any person may speak to the issue upon being recognized by the Chair and stating their name and the names of persons on whose behalf they are appearing. Regular meetings of the Commission shall be held at the Queen Creek Town Hall or at such other place as shall be lawfully designated by the Commission.

Section 12: Special Meetings - Special meetings of the Commission may be called by, or at, the request of the Chair or Director of Economic Development at a time and place they may designate.

Section 13: Notice of Meetings - Written notice of all meetings to Commission members shall be delivered by mail or in person at least 24 hours before the date of the meeting; except that where required by an actual emergency, members may be notified by telephone by the Secretary. Written notice may also be given by e-mail or other electronic means, consistent with the requirements of the open meeting law.

Section 14: Quorum - A majority of the voting members of the Commission shall constitute a quorum for transacting business at any regular or special meeting. No action shall be taken at any

regular or special meeting in the absence of a quorum, except to adjourn the meeting to a subsequent date.

Section 15: Agenda - An agenda shall be prepared by the Secretary for each regular and/or special meeting of the Commission. The agenda shall include the various matters of business as scheduled for consideration by the Commission.

Section 16: Order of Business (Parliamentary Procedure)

A) The Chair shall call the Commission to order and the Secretary shall record the members present or absent. The Chair may call each matter of business in order filed.

Section 17: Voting

- A) By majority vote, the Commission may defer action on any matter when it concludes that additional time for further study or input is necessary.
- B) A majority vote of those Commission members present and voting shall be required to take official action including, but not limited to, the adopting of policy or submitting recommendations. When a motion in favor of any matter fails to receive an affirmative majority vote, i.e., a tie vote, it shall be entered into the minutes as a vote to deny the matter being considered. In the event that there is no motion, or the motion dies for lack of a second, it shall be entered into the minutes as a denial of the matter being considered. Nothing herein shall prevent any member from making a subsequent motion on any matter where a prior motion is not approved by a majority vote of members present.
- C) Commission members shall disqualify themselves and abstain from voting whenever they may have a conflict of interest in the item under consideration, as described and provided by A.R.S. 38-501 to 38-511.
- D) Each member attending shall be entitled to one vote, exclusive of the Ex-Officio and Liaison Commission members. The minutes of the proceedings shall indicate the vote of the Commission on every matter acted upon, and shall indicate any absence or failure to vote. No member shall be excused from voting except on matters involving the consideration of their own official conduct, or such matters as referred to in Article IV, Section 17 (C) of these bylaws.
- E) A motion to adopt or approve staff recommendations or simply to approve the action under consideration shall, unless otherwise particularly specified, be deemed to include adoption of all proposed findings and execution of all actions recommended in the staff report on file in the matter.

Section 18: Recommendation to Town Council - The Commission shall forward a recommendation to Town Council of its findings and/or actions in writing with respect to the merits of the item under consideration within 30 days of the conclusion of the Commission meeting.

ARTICLE V

OFFICIAL RECORDS

Section 1: Retention of Files - The official records of the Commission shall include these rules and regulations, minutes of meetings and its adopted reports, which shall be deposited with the Town Clerk's Office and which shall be available for public inspection during regular office hours. All matters

coming before the Commission shall be filed in the Economic Development Department in accordance with that Department's general file system. Original papers of all matters shall be retained as per the state approved retention schedule.

Section 2: Recordings of Meetings - All public meetings of the Commission will be recorded in written form and as required by the Arizona open meeting law. Any person desiring to have a meeting recorded by an electronic device or by a stenographic reporter, at their own expense, may do so, provided that they consult the Commission's Secretary to arrange facilities for such recording prior to the commencement of the meeting, and do not otherwise disrupt the proceedings.

ARTICLE VI

AMENDMENTS

These bylaws may be amended by a three fourths (¾) majority vote at any meeting of the Commission provided that notice of said proposed amendment(s) is given to each member in writing at least five (5) days prior to said meeting. Such amendment(s) shall be subject to ratification by the Town Council and, if so approved, shall become effective at the next regular meeting of the Commission after ratification.



Requesting Department:
Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM: CHRIS ANARADIAN
DEVELOPMENT SERVICES DIRECTOR**

**WAYNE BALMER, AICP
PLANNING ADMINISTRATOR**

**RE: CONSIDERATION AND POSSIBLE ACTION ON TA12-113, Ordinance
525-13, a staff initiated modification of Article 3 Section 3.3 of the Zoning
Ordinance regulating General Plan Amendment.**

DATE: JANUARY 16, 2013

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended TA12-113 be approved as proposed.

STAFF RECOMMENDATION

Staff concurs with the Planning Commission's recommendation.

SUMMARY

Staff is proposing to update the text of Article 3 Section 3.3 of our zoning ordinance to reflect current practices and address questions that arose during the processing of the 2012 General Plan amendments.

DISCUSSION

Following adoption of our zoning ordinance in 1999 it has been updated periodically to address new issues and update wording as needed to keep the ordinance current.

When processing the major General Plan amendments for 2012, staff reviewed Article 3 Section 3.3 which governs the processing of General Plan amendments and determined there were areas that could be updated to make them clearer and avoid possible issues

in the future. Now that the 2012 General Plan amendment cycle has (almost) ended, staff is proposing to modify the text of Article 3 Section 3.3 as shown in the draft ordinance attached to address these issues.

PUBLIC COMMENTS

To date no comments have been received on this item.

ATTACHMENTS

1. Ordinance 525-13 with proposed Article 3 Section 3.3 modifications

ORDINANCE 525-13

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING THE TOWN OF QUEEN CREEK ZONING ORDINANCE ARTICLE 3 SECTION 3.3 RELATING TO GENERAL PLAN AMENDMENT, AS DESCRIBED IN CASE NO. TA12-113.

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

WHEREAS, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on January 9, 2013; and

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

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

Section 1. The Queen Creek Zoning Ordinance Article 3, Section 3.3 is amended as set forth and referenced to as "Exhibit A", and incorporated herein;

Section 2. If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Zoning Ordinance is for any reason held invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY the Mayor and Town Council of the Town of Queen Creek, Maricopa County, this 6th day of February, 2013.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

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

EXHIBIT A

3.3 GENERAL PLAN AMENDMENT.

A. APPLICATION.

1. Before any application is made, the applicant shall schedule a pre-application conference with the Administrator to discuss, in general, the procedures and requirements for a General Plan amendment request pursuant to these regulations.
2. A property owner or his/her designated representative shall initiate a General Plan amendment request by filing an application with the Administrator and paying the application filing fee as established by the Council.

~~B. GENERAL PLAN TEXT AMENDMENT. An application for a General Plan Text Amendment shall include a written report that addresses each criteria as listed in §3.3.1, below.~~

~~BG. FUTURE LAND USE MAP AMENDMENT. An application for a Future Land Use Map Amendment shall include the following:~~

1. A reduction of the Assessor's Map and the Future Land Use Map with a location map. Boundaries of the proposed map amendment shall be shown.
2. Evidence of title.
3. Legal description.
4. Deed.
5. All existing and proposed easements.
6. Rights-of-way.
7. **ADDITIONAL ITEMS MAY ALSO BE REQUIRED BY THE ADMINISTRATOR TO ADDRESS SPECIFIC ISSUES RAISED BY THE AMENDMENT.**

87. A written report which addresses the following issues **UNLESS MODIFIED BY THE ADMINISTRATOR.** Reasons why the amendment is being requested and an indication of compliance with Section 3.3.H4-Approval Criteria;

- a. Proposed amendment description including the existing land uses of the area proposed for amendment and surrounding land uses; number of acres; existing Future Land Use; proposed zoning amendment, if any; and public benefit;
- b. Site **TOPOGRAPHY, DRAINAGE, ENVIRONMENTAL ISSUES AND OTHER PHYSICAL CONDITIONS**. ~~Soils and geology;~~
- c. Availability of utilities;
- d. Site access and traffic **IMPACTS** ~~patterns;~~
- e. Effects of proposed Future Land Use Amendment on public facilities and rights-of-way;
- f. **FISCAL IMPACT ON THE COMMUNITY**

CD. PROCEDURES FOR AMENDING GENERAL PLAN TEXT.

The text of the adopted General Plan may be amended from time to time. Amendments to the General Plan may be initiated by the Administrator, by the Planning Commission, by the Town Council, or by petition of a property owner or owner of a business located in the Town. ~~By Resolution, the~~ The Council may establish a schedule prescribing when and how frequently General Plan text amendments will be considered.

DE. PROCEDURES FOR AMENDING THE FUTURE LAND USE MAP. The Commission, the Council, ~~the Board,~~ the Administrator, a property owner or the owner of a business located in the **TOWN** ~~city~~ may initiate a request for an amendment to the land use map of the General Plan. The application for an amendment of the Future Land Use Map may be accompanied by an application for rezoning (Zoning District Map amendment). ~~By Resolution~~ The Council may establish a schedule prescribing when and how frequently General Plan text amendments will be considered.

EF. DETERMINATION OF COMPLETENESS. The Administrator shall review the General Plan amendment application and determine if the application is complete pursuant to this Section. ~~The Administrator shall inform the applicant within five (5) business days of the status of the completeness of the application.~~ If the Administrator determines the application is not complete then the application shall be returned to the applicant, along with the requisite fees. The applicant shall be instructed as to the reasons for the incompleteness of the application and **ACTIONS NEEDED TO REMIDY THE DEFICIENCIES WITHIN THE CURRENT APPLICATION PERIOD.** ~~informed of the schedule for the next application period.~~

FG. PUBLIC HEARING, REPORT, AND RECOMMENDATION OF THE COMMISSION. The Commission shall hold a public hearing to consider any proposed substantial changes to the General Plan. Notice of the public hearing shall be provided as set forth in **A.R.S. §9-461.06.**, ~~A.R.S.~~ At the hearing, the

Commission shall recommend approval, approval with conditions, or denial of a petitioned Plan Amendment, either in whole or in part within the time period prescribed by A.R.S. §9-461.06.G. The reasons for the action shall be included in the minutes of the hearing. Approval of the amendment by the Commission shall be carried by the affirmative vote of a majority of the Commissioners present. The recommendation shall refer expressly to the maps and descriptive text, illustrations, **PROPOSED TEXT CHANGE** and/or other matter intended by the Commission to constitute the amendment. The action taken by the Commission shall be recorded **IN THE MEETING MINUTES.** ~~on the map and plan.~~

GH. **DECISION BY THE TOWN COUNCIL.** The Administrator shall cause notice of the hearing to be published in the manner provided in §9-461.06, A.R.S. The council shall schedule a public hearing at which it may approve, conditionally approve or deny the amendment ~~consistent with §3.3.1,~~ or take such other action as it may deem appropriate. ~~No change in or addition to the General Plan, or any part thereof, as adopted by the Commission, shall be made by the Council in adopting the same until the proposed change or addition has been referred to the Commission for a report thereon and an attest copy of the report is filed with the Council.~~ The Town Council shall adopt or readopt the General Plan amendment. As prescribed by A.R.S. §9-461.06.G, or reject the proposed General Plan amendment. ~~Thereafter, pursuant to the procedure set forth in §3.4 of this Ordinance, the Official Zoning Map shall be made consistent with the approved General Plan amendment.~~

HI. **APPROVAL CRITERIA AND FINDINGS.** In determining whether the proposed amendment shall **SHOULD** be approved, the Commission and Town Council shall consider the following factors:

1. Whether the development pattern contained in the future land use plan provides appropriate optional sites for the use proposed in the amendment.
2. That the amendment constitutes an overall improvement to the Queen Creek General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.
3. The degree to which **THE PROPOSED** amendment will impact the community as a whole or a portion of the community by:
 - a. Significantly altering acceptable existing land use patterns.
 - b. Requiring larger and more extensive improvements to roads, sewer, or water systems than are needed to support the prevailing land uses in which, therefore, may negatively impact development of other lands. The Commission and/or the Town Council may also

consider the degree to which the need for such improvements will be mitigated pursuant to binding commitments by the applicant, a public agency, or other sources when the impacts of the uses permitted pursuant to the General Plan amendment will be felt.

- c. Adversely impacting existing uses due to increased traffic on existing systems.
 - d. Affecting the livability of the **SURROUNDING** area or the health and safety of ~~the~~ **PRESENT OR FUTURE** residents.
4. That the amendment is consistent with the overall intent of the General Plan.
 5. Whether there was an error **OR OVERSIGHT** in the original General Plan adoption in that the Council ~~failed~~ **DID NOT FULLY CONSIDER** ~~to take into account the existing facts, projects or trends that were reasonably foreseeable to~~ **WHICH COULD REASONABLY** exist in the future.
 6. Whether events subsequent to the General Plan adoption have ~~invalidated~~ **SUPERCEDED** the Council's original premises and findings made upon plan adoption.
 7. Whether any or all of the Council's original premises and findings regarding General Plan adoption were **UNSUBSTANTIATED** ~~mistaken~~.
 8. Whether events subsequent to the General Plan adoption may have changed the character and/or condition of the area so as to make the application acceptable
 9. The extent to which the benefits of the Plan amendment outweigh any of the impacts identified in Subsections One (1) through eight (8) hereto.

Requesting Department:

Town Manager's Office



TO: HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM: SAMANTHA MCPIKE, BUDGET ADMINISTRATOR
WAYNE BALMER, PLANNING MANAGER**

**RE: DISCUSSION AND POSSIBLE APPROVAL ON DIRECTING THE
TOWN MANAGER TO ENTER INTO A CONTRACT WITH
APPLIED ECONOMICS TO CONDUCT WORK RELATED TO
ANNEXATION IMPACT ANALYSIS**

DATE: JANUARY 16, 2013

Relevant Council Goal(s):

KRA 8: Land Use & Economic Development

Goal 4: Update the Town's annexation policy to encourage proactive Town-initiated annexations, whenever such annexation is beneficial to the economic development opportunities within the Town's Planning area.

Goal 9: Infrastructure analysis for Planning Area within State Lands

Proposed Motion:

Possible motions Council may consider:

1. Move to direct staff to contract with Applied Economics to update the existing fiscal impact model and assist with desired annexation analyses with staff time devoted to identifying potential land use and infrastructure needs. Contract \$9,135 & staff time 150+ hours (staff cost approximately \$7,500+). Total Est. Cost = \$16,635+.
2. Move to direct staff to contract with Applied Economics to update the existing fiscal impact model and complete desired annexation analyses utilizing assumptions for land use and infrastructure needs. Contract \$14,010 & staff time 20-40 hours (staff cost approximately \$1,500). Total Est. Costs = \$15,510 [Staff Recommendation]

3. Forgo such an analysis at this time.
Given recent changes in State Law and the new method for calculating future development fees, without adequate non-residential land uses, growth and expansion no longer pays for itself. Therefore any proposed annexation could come with a significant Town investment for a government with limited financial means. Furthermore, an overall update to the General Plan is schedule for FY2015 which could change the fiscal assumptions.

Discussion:

At the August 2012 Council Retreat, Council requested staff to report back on prior work done to-date on annexation impacts. Five county islands have had such analysis done in house in the past few years. The conclusion of previous analysis has been cost far outweigh any potential for revenue and unless the area has considerable commercial development, the annexation will not break-even. Executive summaries have been included as an attachment with corresponding county islands identified on the provided map.

In addition, Council requested that a cost benefit analysis be done on three areas: 1) State Land parcel; 2) Eastern edge of planning area from Germann to Empire; 3) all remaining county land areas west of previous two designated areas.

Staff has obtained proposals from Applied Economics in order to offer options to the council. Please see table provided for options.

	Option 1	Option 2
Model Update*	\$1,470	\$3,600
County Islands	\$2,625	\$3,540
State Land	\$2,100	\$2,910
Eastern edge	\$2,940	\$3,960
Total	\$9,135	\$14,010
Staff Hours	150+	20-40

* Cost to be included regardless of number of areas selected for analysis.

- In Option 1 Applied Economics would update the model financial information and run the model given assumptions on land use, maintenance requirements, and infrastructure needs provided by Town staff. This option would require staff to provide estimated breakdown of “mixed use” zoning as to the mix of retail, office and residential uses. Applied Economics would rely on the Town to provide current and future lane miles in each annexation area and additional infrastructure costs associated with the annexation. Default assumptions within the model would account for density in land use type, population per household, square feet per employee, occupancy rates, lease rates and contractor costs. Assumptions on assessed value would be based on current

assessor's parcel data which would be provided by the Town. This option involves considerable staff time using multiple disciplines in the organization. It is estimated staff time could easily exceed 150 hours however this number can vary greatly depending on desired inputs. The deliverable would be tables and a report describing the results for both current and build out for each of the proposed annexation areas. With current limited staffing resources to devote to this project it is likely the final product would not be available until early summer.

- Option 2 would be a full service contract related to conducting annexation impact analyses on the three previously stated areas of land. Included in this proposal Applied Economics would develop land use and infrastructure assumptions. Applied Economics would utilize current parcel data from the Town including current general plan land uses. Information on future land use would be gained from MAG and supplemented with analysis of current and projected development patterns in the surrounding area. Since most vacant land is currently zoned "mixed use" Applied Economics would develop the percentage mix for retail, office, and residential use. In order to project future road miles assumptions from MAG on percent of acreage by land use type would be utilized incorporating any transportation development fee projects the Town wanted to include. Future park acreage would be based on current standards and known development fee projects. Facility and fleet maintenance costs would be increased proportionally with population and employment at build out. The least amount of staff time would be necessary for this option, it is estimated between 20-40 hours would be needed.

The deliverable would be tables and a report describing the results and assumptions for both current and build out for each of the proposed annexation areas. Since Applied Economics would be conducting most the work with limited staff time necessary a much quicker turn-around is anticipated, six to seven weeks. [Staff Recommendation]

- Option 3. See above. Hold the analysis at this time.

Fiscal Impact:

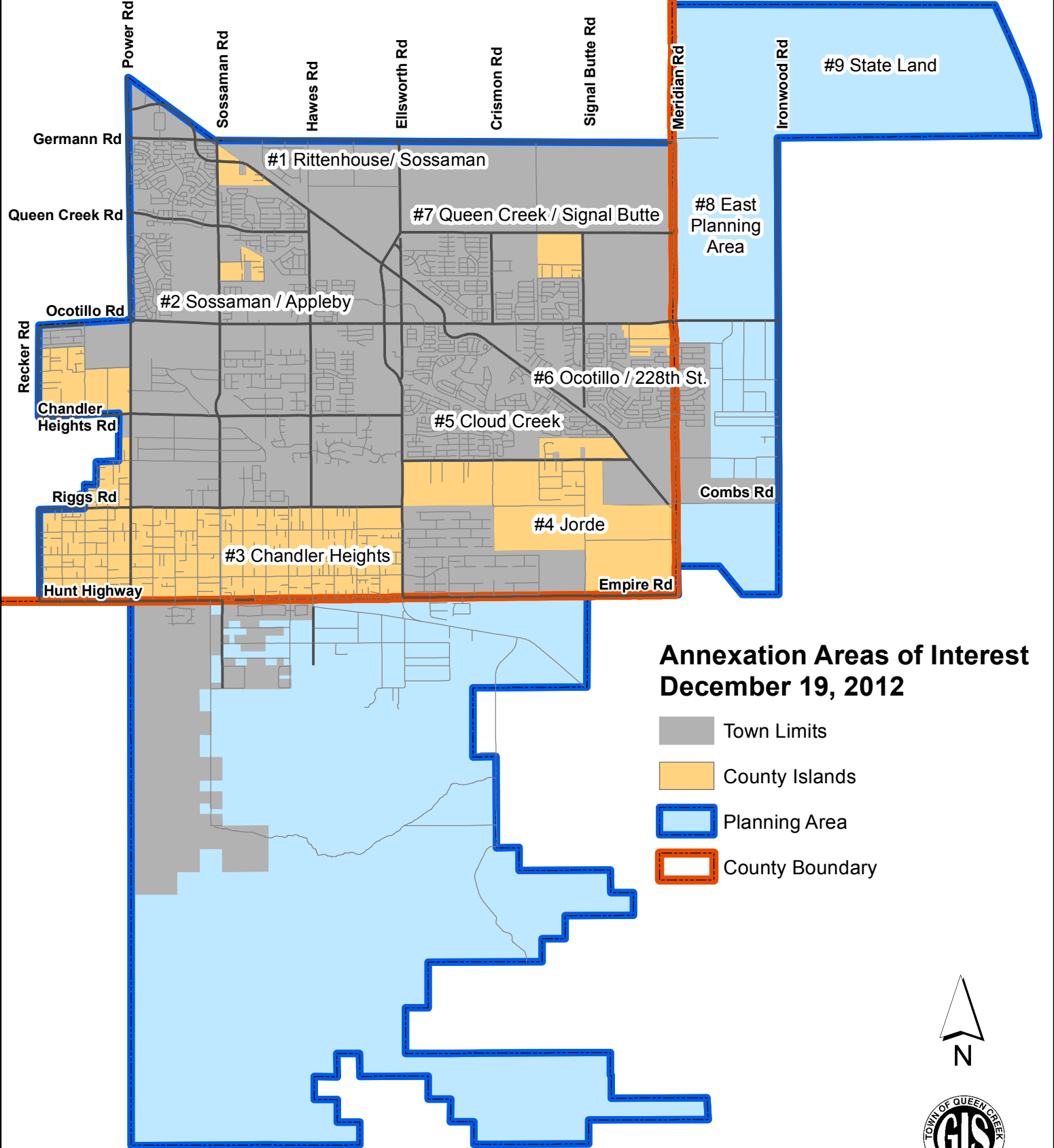
Sufficient funds exist within General Fund non-departmental should the Council decide upon Option 1 or Option 2.

Attachments:

- 1) Map of potential annexation areas
- 2) Executive Summaries of prior analysis
- 3) Annexation – Why and Why Not – Cost and Benefits

Maricopa County

Pinal County



#1 Rittenhouse/ Sossaman

#7 Queen Creek / Signal Butte

#2 Sossaman / Appleby

#8 East Planning Area

#9 State Land

#6 Ocotillo / 228th St.

#5 Cloud Creek

#4 Jorde

#3 Chandler Heights

Annexation Areas of Interest December 19, 2012

- Town Limits
- County Islands
- Planning Area
- County Boundary



Executive Summaries

#1 – Rittenhouse/Sossaman

#6 – Ocotillo/228th St.

#7 – Queen Creek/ Signal Butte

The ability of the county islands identified herein to generate sufficient revenues to out weight the potential expenditure by the Town to execute the needed capital improvement and to provide service to the residents, hinges on commercial development within the islands. Currently, the Town's General Plan indicates a future "Commercial/Services" land use within these county islands. The Land Use Impact Model data indicates that annexation of these county islands prior to commercial development will result in a negative fiscal impact on the Town until commercial development actually occurs.

#2 – Sossaman/Appleby

No future commercial development is planned in this county island, thus annexation of this island would result in a short and long term negative fiscal impact on the Town.

#5 – Cloud Creek

In analyzing the revenues and expenditures modeled and identified to be produced by annexing the Cloud Creek Ranch subdivision, this analysis suggests that the Town should place its annexation review emphasis on the direct/known fiscal impacts of providing street maintenance and addressing the erosion issues of the adjacent Queen Creek Wash. This analysis concludes that it will be expedient for the Town to identify alternative revenues sources to those projected to be produced by the subdivision to pay for these need services. In other words, it cannot be reasonably expended that the Cloud Creek Ranch subdivision will produce sufficient revenues to directly fund any needed improvements.

ANNEXATION

WHY AND WHY NOT - COSTS AND BENEFITS

REASONS TO ANNEX

Proactive Reasons

- Community growth – potential for new jobs, local businesses benefit, etc.
- Position the town for future growth – plan to expand
- New town/city development revenues – fees, permits, etc.
- New public improvements – streets, utilities, parks, will be developed, etc.
- Property owners interested in raising land values – farmers, realtors, etc.
- Community pride – bigger is better
- Control community destiny – controlling future growth areas
- Facilitate new development – expedite zoning, permits, etc.
- Economic development – to promote/accommodate new large employers
- Complete public projects – extend utilities, street improvements, scalloped streets, etc.
- Generate revenues for town – sales taxes, property tax, etc.
- Extend public services into key areas – fire, police, street improvements, etc.
- Fill in county islands – improve efficiency by serving bypassing areas
- Implement the General Plan – annex the planning area
- Development agreements – town agrees to a pre-annexation agreement
- Improvement maintenance agreements – county develops, town annexes and maintains
- Political – citizens, Council or others wants to annex for political reasons
- Increase population to obtain generated state/federal shared revenues from Decennial/Special Census

Reactive Reasons

- Keep another city/town from annexing the area – get there first
- Prevent development in the County – avoid poor quality, increased density or lesser improvements that the city/town would like
- Solve community problems – flooding, illegal dumping, etc.
- Address crime/safety issues – accidents, crime, drugs, etc. that affect residents
- Owners/neighbors ask – to keep their neighbor from doing something they don't like – rezoning, adult club, etc.
- Incentives – county, federal government will provide funding to address issues if town/city takes the lead – CDBG, FEMA, etc.

REASONS NOT TO ANNEX

- Area too distant from established areas to be served efficiently
- Area lacks infrastructure – and the owners is not proposing to add the needed systems – or wants the community to provide them
- Area has developmental or other problems that will make it difficult/expensive to develop or address – flooding, hillsides, fissures, existing land uses, social problems, etc.

ANNEXATION

WHY AND WHY NOT - COSTS AND BENEFITS

- Owners want future land uses that do not comply with the general plan
- Owners want a pre-annexation agreement or development guarantees the community does not support

ANNEXATION BENEFITS

Primary Benefits

- Additional revenues – sales tax, property tax, development fees, etc.
- Additional room for growth
- Political gains – larger community, happy property owners
- Infrastructure assistance – funding and construction for streets, utility extensions, parks, schools, etc.
- Help with existing issues – parks, flooding, scalloped streets, utility bottlenecks, etc.
- Control of new development – zoning, design, improvements, etc.
- Maintain community image/character
- Implement General Plan – annex planning area, focus development to achieve community goals
- Prevent future problems – annexing after development occurs and having to live with the results
- Obtain leverage with future owners/developers
- Eliminate county islands – improve service efficiency
- Provide police/fire service in areas adjacent to town in areas that affect residents
- Maintain community image

Secondary Benefits

- Add population to increase shared federal/state revenues – licenses, census, gas tax, etc.
- Proactive planning vs. reactive fire fighting
- Avoiding future problems – crime, zoning, service, etc.
- Develop improved relationships with the county or other agencies

ANNEXATION COSTS

Primary costs

- Costs to provide emergency services immediately after annexation – fire, police, traffic control, etc.
- Cost for immediate improvements to existing systems – street grading, stop signs, emergency paving, temporary food control, etc.
- Longer term costs to accommodate existing and/or growing problems – flood control, permanent street improvements, additional fire station, water system upgrades, sewer system upgrades, etc.

ANNEXATION

WHY AND WHY NOT - COSTS AND BENEFITS

Secondary costs

- New citizens change community political makeup – oppose bonds, oppose incumbents, etc.
- Community inherits long term social problems – code enforcement, transit, housing problems, crime, drugs, etc.

KEY ANNEXATION QUESTIONS

In summary, there appear to be five basic reasons why communities annex:

1. Do the financial benefits of the proposed annexation outweigh the costs of providing the needed services and improvements – both over the long and short terms?
2. Allow the community to continue to grow and achieve its economic goals – continued development related income stream, add high value improvements, provide sites for future employers, increase tax base, etc.?
3. Does the annexation help the community achieve its vision for the future – future continued growth, future development related revenues, future employment base, govern future development of the property, implementation of the general plan, demographic balance, preservation of open space, etc.?
4. Does the annexation address and/or prevent future problems – inappropriate or poor quality development in the county, keep existing situations from getting worse, allow the community to address issues of concern, (flooding, utility problems, septic systems, crime, code enforcement, etc), replacement of existing land uses and facilities?
5. Does the annexation address political issues/goals – growth is good, keep other from annexing, incorporate supporter's property, improve relationships with other agencies, etc.?



Requesting Department:
Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: CHRIS ANARADIAN, DEVELOPMENT SERVICES DIRECTOR
TROY WHITE, PUBLIC WORKS DIVISION MANAGER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF
TRANSPORTATION-RELATED CAPITAL IMPROVEMENT PROJECTS
(CIP) TO SUPPLEMENT THE EXISTING AUTHORIZED FIVE-YEAR CIP
PROGRAM**

DATE: JANUARY 16, 2013

Staff Recommendation:

Staff recommends approval of Transportation-Related Capital Improvement Projects (CIP) to supplement the existing authorized Five-Year CIP Program.

Relevant Council Goal(s):

KRA #1 Capital Improvement Program: "...plan for sustainable infrastructure improvements that strengthen the 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:

Motion to approve the Transportation-Related Capital Improvement Projects to supplement the existing authorized five-year CIP program, as presented.

Discussion:

As requested through the Action Plan generated following Council's August 2011 retreat, staff has developed for your consideration transportation-related Capital Improvement Projects (CIP) to supplement the existing authorized Five-Year CIP program:

Action Plan Item – CIP:

*Presentation at upcoming Work Study session completing the Ellsworth Road Improvement Project and the remaining **transportation related projects on the list***

for evaluation. Council may be interested in bringing the Ellsworth Project back for implementation; if so, action approving the construction project will need to occur at a future Regular Session; staff will need to re-bid the project – a discussion on procurement and schedule needs to occur.

Although the action plan mentions the Work Study presentation, due to the meeting schedule with Star Students, and how this issue has evolved, we are handling this as a “Final Action” item on January 16.

The CIP projects highlighted in this presentation are supplements to, and not part of, the existing Five-Year authorized CIP. At the Town Manager’s direction, staff has targeted approximately \$10 million in potential new projects for your consideration.

The attached “Chart 1” lists the Transportation-Related Capital Improvement Projects with phases and costs over time.

The attached “Cash Flow Report” indicates an estimate of how funds would be expended over time on these Transportation-Related Capital Improvement Projects.

The attached “2013 Capital Improvement Program Projects – Current and Recommended to be Funded” Map illustrates current CIP projects underway (Orange text) and the Transportation-Related Capital Improvement Projects are added (Green text).

“Appendix A” is for your reference, and is a listing of all other proposed CIP projects that are unfunded and not currently included in the approved or this recommended 5-year CIP program.

The Current Situation

For three fiscal years, there has not been an opportunity to consider new CIP projects within the Town’s Capital Improvement Program. As our community emerges from the long recessionary period, it is now time to:

“... plan for sustainable infrastructure improvements that strengthen the 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: (KRA1, 2013-2018 Corporate Strategic Plan).

Direction Needed

In addition to examining how to best leverage the planning and design efforts to date on North Ellsworth Road, the Town Manager has requested staff describe for your review and action, what project and priorities would be assembled under a new \$10 million CIP authorization.

To that end, staff has produced imagery and a time-scaled program that should communicate the “what, when and where” of recommended projects under this directive.

At this point, your feedback and direction is needed for staff to proceed.

Fiscal Impact:

If approved, \$10 million in new Capital Projects will be authorized. Funding for the \$10M project was collected from multiple funding sources that are currently residing in the Town’s fund balance. The \$10 million will be spread over the next three years.

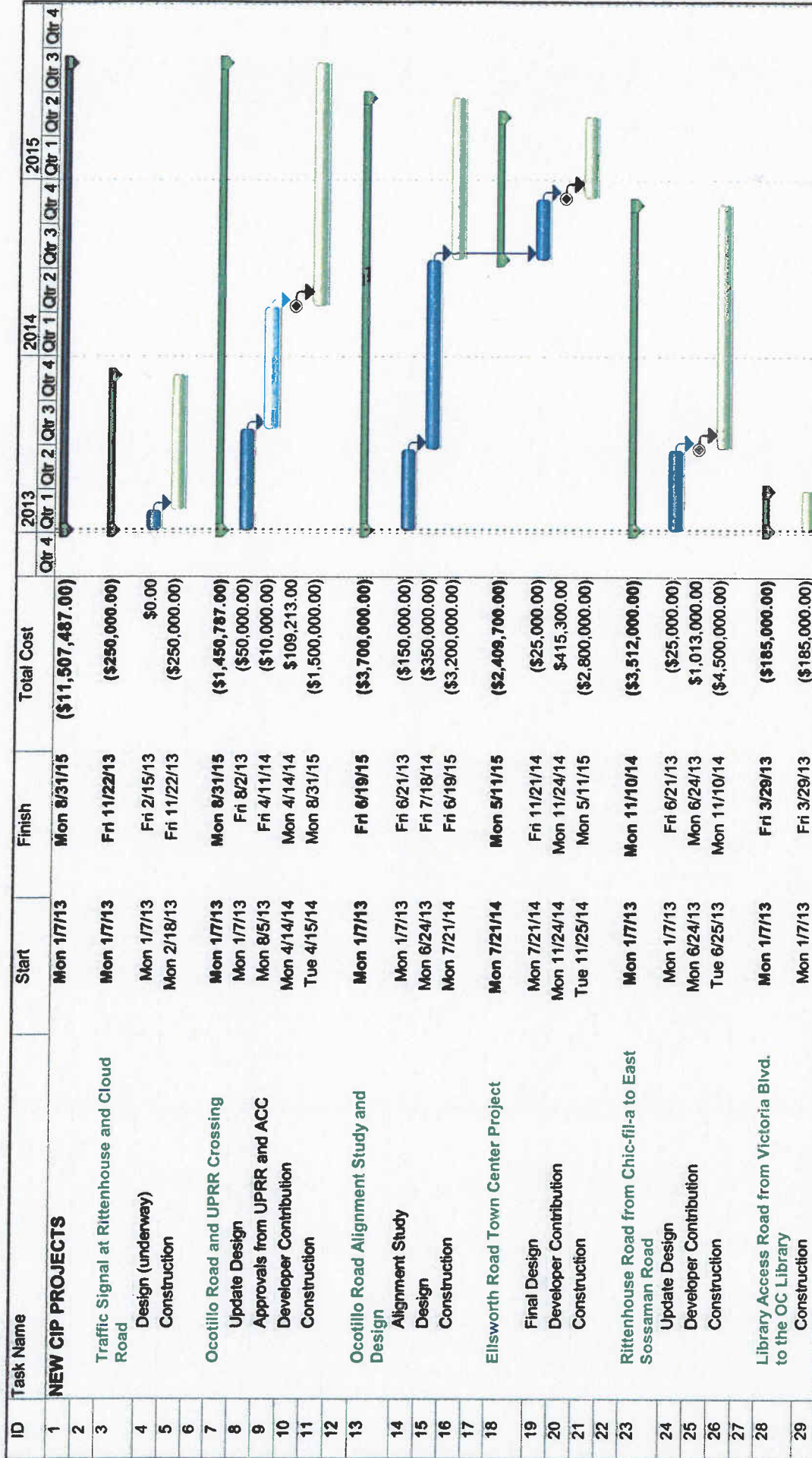
Alternatives:

Project priorities and placement on the unfunded/funded list are at the discretion of Council.

Attachments:

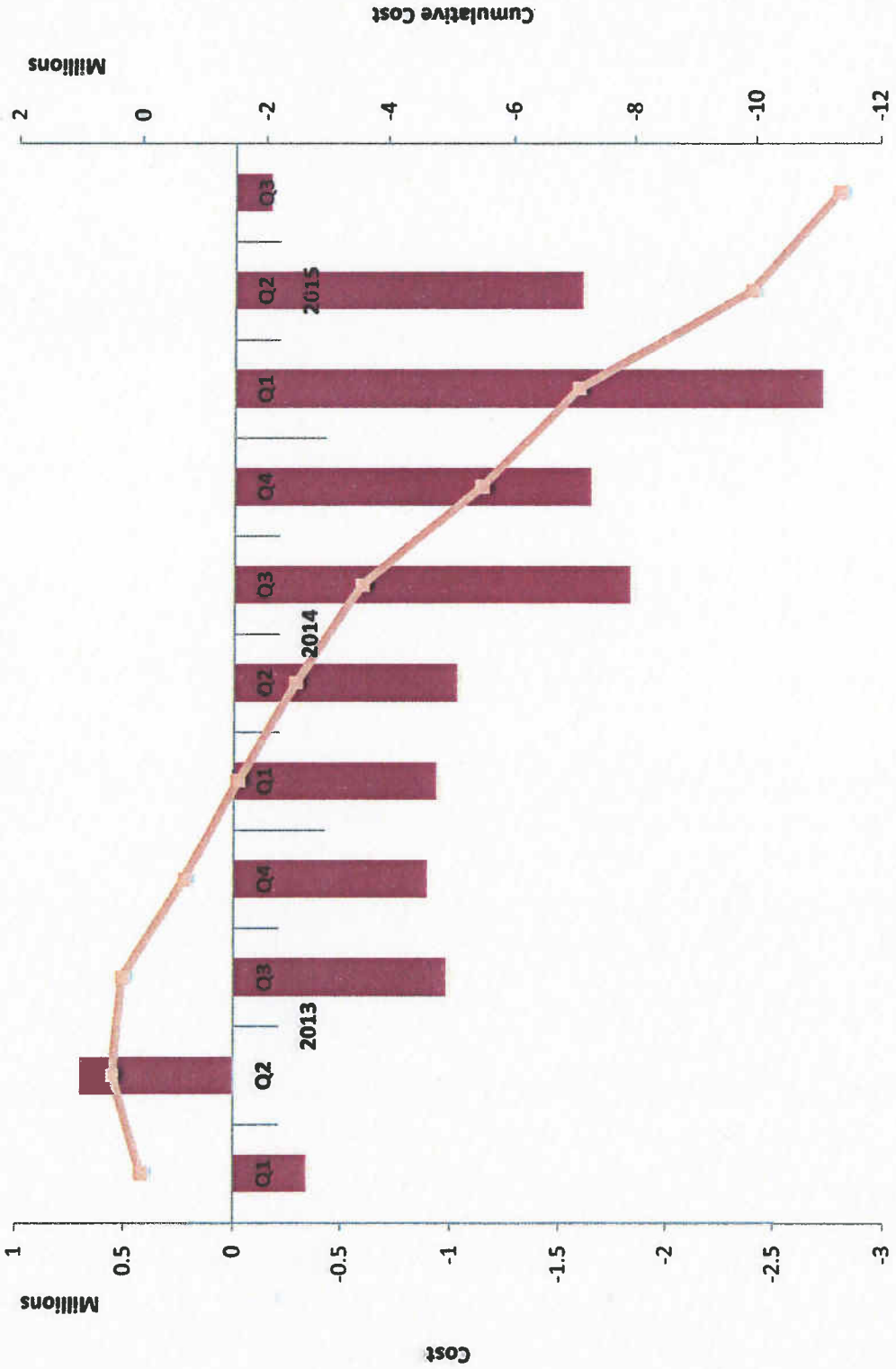
1. Chart 1 – List of Transportation-Related CIP Projects showing phases and costs
2. Cash Flow Report
3. 2013 CIP Projects – Current and Recommended to be Funded
4. Appendix A – Unfunded Capital Improvement Projects

Chart 1

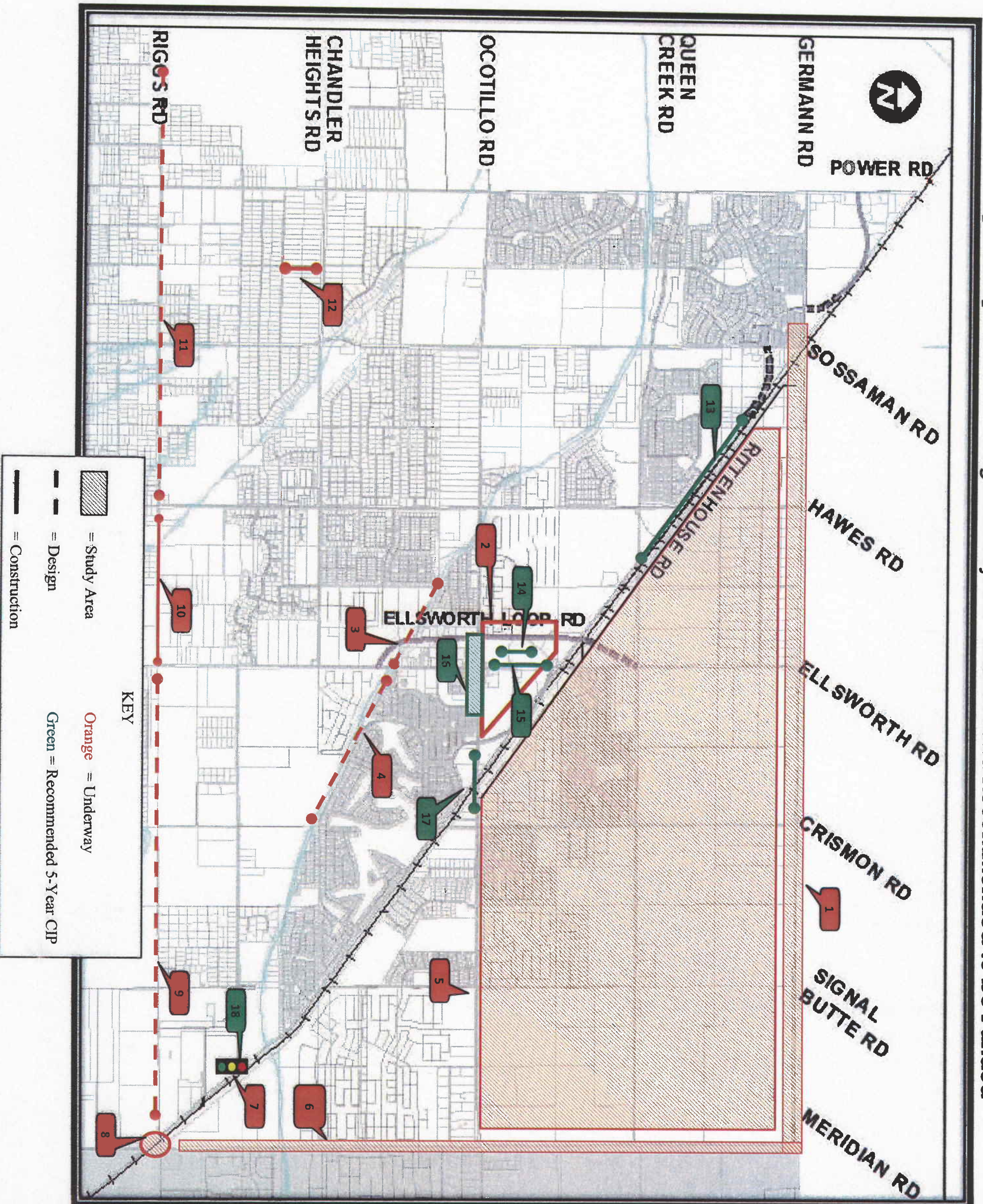


Cash Flow Report

■ Cost — Cumulative Cost



2013 Capital Improvement Program Projects- Current and Recommended to be Funded



- ### Project Descriptions
1. Germann Road Corridor Study.
 2. Town Center Sidewalks, And Traffic Signal Retrofits.
 3. Transportation Enhancement Trail Project.
 4. CMAQ Trail Project.
 5. East Mesa/QC Drainage Study.
 6. Meridian Road Corridor Study.
 7. Traffic Signal Design Cloud/Rittenhouse Roads
 8. Meridian/Riggs/Rittenhouse Intersection DCR.
 9. Riggs Road Environmental Phase II and Interim Improvement Design.
 10. Riggs Road Construction.
 11. Riggs Road Design
 12. 188th Street Flood Repair
 13. Rittenhouse Road Improvements.
 14. Library Access Road Improvements
 15. Ellsworth Road from Ocotillo to Rittenhouse Roads Improvements.
 16. Ocotillo Road from Heritage Loop to Ellsworth Loop Alignment Study/Design/Improvements.
 17. Ocotillo Road and UPRR Crossing Improvements.
 18. Cloud/Rittenhouse Traffic Signal Installation.

Appendix A

Unfunded Capital Improvement Projects

Description	Estimated Cost
Construction of Ocotillo Road from Power to Recker	\$5,500,000
Construction of Hawes Road from Queen Creek Road to Rittenhouse Roads	\$2,600,000
Construction of Ellsworth Road from Rittenhouse to Queen Creek Road	\$375,000
Construction of Ellsworth Road from Queen Creek to Germann	\$6,100,000
Alternative to above: Left Turn Lane Ellsworth Road From Queen Creek to Germann	\$625,000
Construction of Sidewalk on Ellsworth Road from U-Haul to Ocotillo Road	\$80,000
Sonoqui Channel from Ellsworth to Crismon	\$9,000,000
Construction of intersection at Ocotillo and Victoria	\$300,000
Phase I of new park site	\$5,000,000
Founders Park Improvements/Recreation Center	\$1,500,000
Power Road Lift Station	\$1,500,000
Cloud Road Sewer	\$1,600,000
Inceptor Sewer Phase II and III	\$1,800,000
Signal Butte Road Sewer Cloud to Riggs	\$500,000
Water Reuse Plan Phase I	\$7,000,000
Ocotillo Road Sewer	\$500,000
Rittenhouse FCD Channel Sewer	\$2,000,000
Fire Station #1	\$4,700,000
Total Unfunded	\$50,680,000

Requesting Department:

Town Manager's Office



TO: HONORABLE MAYOR AND TOWN COUNCIL

FROM: JOHN KROSS, TOWN MANAGER
VAN SUMMERS, FIRE CHIEF

**RE: DISCUSSION/ACTION ON DIRECTING TOWN MANAGER TO
SUBMIT A LETTER OF INTENT TO THE QUEEN CREEK NON-
CONTIGUOUS COUNTY ISLAND FIRE DISTRICT FOR THE
PURPOSE OF ENTERING INTO AN INTERGOVERNMENTAL
AGREEMENT (IGA) FOR FIRE AND EMERGENCY MEDICAL
SERVICES**

DATE: JANUARY 16, 2013

Staff Recommendation:

It is recommended that the Town Council direct the Town Manager to draft a letter of intent to submit to the Queen Creek Non-contiguous Island Fire District for the purpose of entering into an IGA for Fire and Emergency Medical Services.

Relevant Council Goal(s):

KRA#9: Public Safety

Goal 5: Evaluate and support options to provide emergency services to Queen Creek County Island residents that provide needed public safety and appropriate cost recovery for the service.

Proposed Motion:

Motion to direct the Town Manager to draft and submit a letter of intent to the Queen Creek Non-contiguous County Island Fire District for the purpose of entering into an Intergovernmental Agreement (IGA) for Fire and Emergency Medical Services.

Discussion/Background:

For over a year, staff has been working with a group of Maricopa County Island residents interested in creating a County Island Fire District within the Town's municipal planning area. Rural Metro Fire Department is the primary service provider for these areas and they have moved a station that was within these areas to Pinal County, several miles away, hence necessitating

the interest by these residents in contacting the Town for service. While Rural Metro still does provide service in the area, Queen Creek Fire Department does as well but without reimbursement of costs. The formation of the new Fire District allows for a seamless fire and emergency medical response services by the Town's Fire Department, appropriate cost recovery for the service and increasing the level of services currently received by County island residents.

As Council is aware, the fire program is not exclusive to just fire but importantly includes pre-hospital emergency medical services. In fact, approximately 90% of the calls for service are medical related — a vitally important issue for any community. Half of our fire fighters are paramedics and perform at the highest levels of this profession offering an invaluable service to the community.

Critical to the Town's delivery of this service for not only town residents, but our county island neighbors, is full participation in the Phoenix-area automatic aid consortium. As Council is aware, within just a few miles radius of the Town's borders, there are approximately 10 engine companies available for service to our community — a very high level of service for a town of our population. These engine companies from Gilbert and Mesa include the full complement of pre-hospital care.

To create a non-contiguous island fire district, there are several steps residents must take. Statute first requires consent from any area private Fire/EMS providers, in this case Rural-Metro Fire Department. Then authorization by Maricopa County is needed to allow the start of a petition drive obtaining more than 50% of number of property owners in the proposed district. The County Island Fire District consists of about 2,100 properties and about 4,000 residents.

Once the consent is provided by Rural Metro, the petitions are submitted to the County for validation, the County can then officially form the District. On December 7, 2011, the Town was successful in facilitating a letter of consent from Rural-Metro, including an agreement that calls for reimbursement of Rural-Metro over a three year period. The agreement stipulates the Town to make certain payments to Rural Metro over a three-year period, as compensation for Rural Metro's assistance in taking the steps necessary to form the District, in assisting in the transition to fire service by the Town's Fire Department, and in providing service as provided in the agreement. The payments are reduced each year from 100%, 50% and 25% of the total fees and the amount may be less depending on taxable receipts for that particular tax year. The agreement is based on the total amount of subscription fees as of December 7, 2011. That total amount of the subscription

fees/town reimbursement in year one is a maximum of \$293,000 or less depending on the total amount of taxes received; year two: maximum of \$146,500 or less depending on taxes received; and year three: a maximum of \$73,250 or less depending on taxes received. It is estimated that the taxes received by the Town would be approximately \$900,000 annually. The District Board would establish the necessary tax rate, comparable to the Town's current primary rate of \$1.95/\$100 of assessed valuation.

County Board Approval

Staff is pleased to report that a critical milestone in this process was reached on January 9, when the County Board of Supervisors unanimously approved creation of the Queen Creek Non-contiguous Island Fire District. The County also approved appointment of three organizing District Board members: Marion Memmott, Rebecca Montgomery, and Jeremiah Woodruff. Officially, the District is formed thirty days after Jan. 9, but this critical step allows the town to make a formal expression of intent to enter into an IGA to be the service provider to the District. Upon Council's approval directing the Town Manager to issue this letter to the District Board, we anticipate finalizing the IGA within the next 60-90 days. This will allow sufficient time to obtain the next fiscal year's secondary assessed valuation and finalize the Fire Department's budget needs for service.

A timeline is attached along with the draft letter that staff is recommending be sent to the District Board to commence the IGA negotiations.

Fiscal Impact:

While technically there is no direct fiscal impact to simply issue a letter of intent to serve, as stated above, the ensuing IGA will net appropriate cost recovery for the Town to provide the full array of Fire and Emergency Medical/Pre-hospital care services to these properties and residents. On February 10, 2013, Maricopa County will provide the secondary assessed valuation figures needed to assist in developing the property tax rate and contractual amount paid to the Town by the District for this service. Using assumptions from December 2011, the last report issued with data at that time, first year service payment from the District to the Town may be approximately \$900,000.

Alternatives:

The Council could delay action on this item until a future meeting. However, delay in action will push back start of negotiations for an IGA. Assuming direction is provided on January 16, the Council's next action will be consideration of approval of the IGA with the District Board.

Attachments:

Draft Letter from Town Manager to District Board
Queen Creek County Island Fire District (QCCIFD) Timeline

January 17, 2013

Marion Memmott
Rebecca Montgomery
Jeremiah Woodruff

Dear Board Members:

Pursuant to Arizona Revised Statutes, this letter serves as the Town of Queen Creek's formal expression of intent to enter into an intergovernmental agreement to provide fire and emergency medical response services to the Queen Creek Non-contiguous County Island formed on January 9, 2013 by the Maricopa County Board of Supervisors.

The Queen Creek Mayor and Council have authorized me to forward this written expression of intent and to inform you that I have been further authorized to meet with you in an attempt to negotiate a mutually acceptable agreement for services.

This is an exciting time and represents a significant milestone of your hard work and efforts. On behalf of the Town Council and our Fire Department, I look forward to a long-lasting partnership. Feel free to contact me directly at (480) 358-3900 to arrange for a mutually convenient time to commence negotiations.

Sincerely,

John Kross
Town Manager

Cc: Town Council
Fredda Bisman, Town Attorney
Maricopa County Board of Supervisors

Queen Creek County Island Fire District (QCCIFD) Timeline

January 9, 2013	Board of Supervisors – Public hearing to form QCCIFD (ARS §48-851(A)(10))
January 10, 2013	Consultants – county staff transmit documents to AZ Dept. of Revenue and others to establish district (AZDOR extension filed by consultants in November for July 1, 2013 property tax levy)
February 8, 2013	QCCIFD is legally established 30 days post Supervisors affirmative vote
February 9, 2013	Town of Queen Creek transmits Letter of Intent to Serve the district within 21 days of formation (ARS §48-853(A)(8)(a))
February 10, 2013	Property valuations received from county assessor for Town and QCCIFD to be used in determining IGA formula costing
February 2013 (TBD)	<p>QCCIFD organizing board meets for first time and establishes / determines various statutory and other necessary items:</p> <ol style="list-style-type: none"> 1. Elect chair and clerk of board. 2. Establish future meeting dates / schedule. 3. Request loan from Maricopa County for purposes of acquiring liability insurance coverage (consultants will address and prepare loan documents during January 2013). 4. Acquire insurance binder from VFIS for board coverage. 5. Determine / engage legal, administrative financial consultants. 6. Direct consultants to begin fire services IGA negotiation process with Town of Queen Creek. 7. Direct consultants to develop budget for remainder of FY 13 and preliminary FY 14 budget for IGA costing.
February – March 2013	In conjunction with Town of Queen Creek, develop mutually agreed IGA document which addresses requirements pursuant to (ARS §48-853(A)(9)). Negotiate terms of agreement.
March - April 2013 (TBD)	Queen Creek Town Council and QCCIFD Governing Board take action to enter into the IGA and establish services to the district.
April 2013 > TBD	QCCIFD begins service to QCCIFD on date TBD pursuant to terms of IGA



Requesting Department:
Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM: CHRIS ANARADIAN
DEVELOPMENT SERVICES DIRECTOR**

**WAYNE BALMER, AICP
PLANNING ADMINISTRATOR**

**RE: DISCUSSION AND POSSIBLE ACTION ON THE PROCESS TO
CONSIDER AMENDMENTS TO THE RESIDENTIAL
ARCHITECTURAL DESIGN STANDARD**

DATE: JANUARY 16, 2013

SUMMARY

Staff is requesting direction on how the Council would like to proceed to update the Town's Residential Architectural Design Standards.

DISCUSSION

At the November 7, 2012 Council meeting there was a significant discussion regarding the Town's existing Residential Architectural Design Standards, and the possible need to update them to address new and emerging residential design issues. The specific issue under discussion was the requirement that no more than 40% of the front plane of the home be occupied by the garage, but the conversation also included additional design related issues such as four sided architectural elements, home/lot orientation and the architectural styles of recently reviewed home elevations.

As part of the Council's deliberations there was an observation that it might be appropriate to convene a group to review the Town's entire Residential Architectural Design Standard document and make recommendations for changes to keep the standards current. Staff was asked to review the issue and return in January with some options for Council consideration.

Staff has developed four possible Task Force staffing options and a draft timeline for the project for Council consideration. Staff is requesting Council direction on which option (if any) is preferred and how Council would like to proceed with this project.

After an option has been selected by Council, staff will return with more additional information in February.

TASK FORCE STAFFING OPTIONS

Option One – Traditional Approach

When the original Design Standards were developed in 2005 a seven member Residential Design Guideline Committee was formed with the following members:

- One Council member
- One member of the Planning and Zoning Commission
- One representative of the Queen Creek Chamber of Commerce
- One representative of the Homebuilders Association of Central Arizona
- Three local residents with an interest and/or background in residential design related issues

This option would use the same concept for the upcoming effort.

The **Pro's** of this approach are that it has been used previously and it allows for participation by a variety of individuals who may have an interest.

The **Con's** of this approach are that it may not provide sufficient design related expertise and the participants may not have an equal interest in the outcome.

Option Two – Design Professionals

With this option the Council would select seven design professionals to serve on the Task Force. The design professionals could include:

- Residents with a design background
- Local architects who volunteer their service
- Architects working for developers who may offer their services to the Town

The **Pro's** of this approach are that the Design Standards would be clearly design based and the Town would have the benefit of architectural services which would otherwise not normally be available.

The **Con's** of this approach are that the process would be clearly design focused and may not offer a broad enough range of input from other perspectives.

Option Three – Citizen Task Force

With this option the Council would select seven local residents who are interested in, or have a background in design to serve on the Task Force. Task Force members might also represent different land development related interests such as the business community, home builders, HOA members, realtors, contractors, land owners, etc.

The **Pro's** of this approach are that it would provide a fresh perspective on the issue and allow more people to become part of the process.

The **Con's** of this approach are that the members may not have the same level of design knowledge and the results may not provide a consistent vision of the issues.

Option Four – Council Subcommittee

A three member subcommittee of the Town Council would work with staff to develop a revised draft of the Residential Architectural Design Standards, which would be presented to the entire Council for review and discussion.

The **Pro's** of this approach are that the Council would be more directly involved in development of the new standards and the proposed changes would most clearly represent the Council's design interests.

The **Con's** of this approach are that the Council may become too deeply involved in technical issues and those citizens with other interests may be concerned they were not allowed to participate in the process.

STAFF RECOMMENDATION

Staff recommends Option Two in that it would generate the greatest amount of design related input on the issues of concern for the Council's review and consideration.

ATTACHMENTS

1. Current Residential Architectural Design Standards
2. Possible Design Standards Update Timeline

TOWN OF QUEEN CREEK



Residential Architectural Design Standards
May 18, 2005

QUEEN CREEK TOWN COUNCIL

Wendy Feldman-Kerr, Mayor
Gary Holloway, Vice Mayor
Gail Barney
Lisa Coletto-Cohen
Joyce Hildebrandt
Toni Valenzuela
Jon Wootten

PLANNING COMMISSION

Paul Schweitzer, Chairman
Susan Shifman, Vice Chairman
Don Atkinson
Steve Ingram
Mike Perry
Steve Sossaman
Kathy Trapp-Jackson

RESIDENTIAL DESIGN GUIDELINE COMMITTEE

Lisa Coletto-Cohen, Chair
David Dobbs, Former Council Member
Steve Sossaman, Planning Commissioner
Cannon Christensen, Local Business Owner
Vince Davis, Queen Creek Chamber of Commerce
Chris Harrison, Formerly, Fulton Homes
Erin Patterson, Homebuilders Association of Central Arizona

QUEEN CREEK STAFF

John Kross, Assistant Town Manager
Dennis Cady, Planning Manager
Shawny Ekadis, Senior Planner

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INTRODUCTION

These design guidelines are intended to enhance and maintain the quality of Queen Creek’s neighborhoods by providing guidance for the design of new single-family residences. The focus is on the character of the streetscape, reducing the dominance of the garage, and assuring architectural integrity in order to assure that these neighborhoods are sustainable, and continue to make a positive contribution to the community in the years to come. Neighborhoods designed according to these principles increase in value as they mature, rather than requiring ongoing public reinvestment that is often needed in poorly designed neighborhoods where there is little pride of ownership and property maintenance declines.

Neighborhood Character. Each neighborhood type (Rural/Estate, Suburban and Urban) has a unique character based on the existing landscape, topography, lot size and development pattern. Guidelines are provided to communicate the three primary types of neighborhood character found in Queen Creek. The balance between manmade and landscape elements will also help to reinforce each type of character.

Streetscape. It is the street that defines the character of the neighborhood. Therefore guidelines have been created to introduce sufficient variety to create interest without becoming excessive to the point of creating a chaotic street scene. It is also important to create a clear transition from the public space of the street to the private space of the home. Clearly identifying paths for people to move through this sequence creates defensible space that enhances community while maintaining privacy.

Garage Dominance. The garage is a major component of the streetscape. In residential architecture, buildings typically have two different scales operating simultaneously. One scale is represented by human-scaled doors and windows, and a second scale by the garage door. The size of a garage door in relation to the human-scale elements gives it the perception of greater importance so that in some circumstances it can be the most dominant element of the building.

When garages dominate the street, the sense of community is diminished, as opportunities for informal interactions with neighbors are lost behind a blank garage door.

Scale & Proportion. The principles of scale and proportion are introduced to aid in understanding the perceptions associated with an architectural element relative to the size of other elements around it. Windows of the same size and shape establish a scale relative to the façade. If one window is larger than the others, it creates the perception that that window is more important. It is also important that the scale of architectural elements relate to humans, so that building entryways are perceived as welcoming rather than intimidating (See *New Urbanism: Comprehensive Report & Best Practices Guide*, 3rd edition, Robert Steuterville, Philip Langdon & special contributors, New Urban Publications, Inc., Ithaca, NY, 2003).

Architectural Integrity. A glossary of traditional architectural styles and their defining characteristics is provided as a resource for homeowners and builders who wish to design a home that is an authentic representation of that style. The glossary illustrations are annotated with descriptions of the relevant characteristics of each style. These are examples of the types and quality of architecture that the Town of Queen Creek is striving to achieve through these Residential Architectural Design Standards.

APPLICABILITY

Applicability. These *Guidelines* apply to all new single-family detached structures on individual lots, including new subdivisions and master planned communities in the R1-18 and smaller lot zoning districts. They do not apply to existing single-family detached structures, or to subdivisions or master planned communities with approved development agreements, the conditions of which would preclude the ability to fully comply with these guidelines.

Application. These *Guidelines* are provided for the use of homeowners, builders, contractors, designers, Town staff and Town decision makers. The *Guidelines* are composed of both design guidelines and zoning regulations. Design guidelines are policies intended to provide the basis for design review and approval and are subject to interpretation by staff, the Planning Commission and Town Council. When a valid demonstration can be made for deviating from a design guideline in order to achieve a better overall design, such a request will be given consideration.

Zoning regulations are denoted by (*Z), and codified in Article Five, Section 5.11 of the Town of Queen Creek Zoning Ordinance. The only means for deviating from these regulations is to incorporate the request into an application for Planned Area Development or as an amendment to an existing PAD approval.

DESIGN GUIDELINES

Neighborhood Character



Rural and Estate Neighborhood Character



Suburban Neighborhood Character

A. In rural and estate neighborhoods (A-1, R1-190, R1-145, R1-108, R1-54, R1-43, R1-35), the balance between the buildings and landscaping should substantially favor the landscaping. In general, open space and vegetation dominate; architectural and man-made elements are apparent but secondary. Rural uses, such as horses and view fencing, hedgerows along property boundaries, and generous setbacks from the street will visually contribute to the rural and estate character.

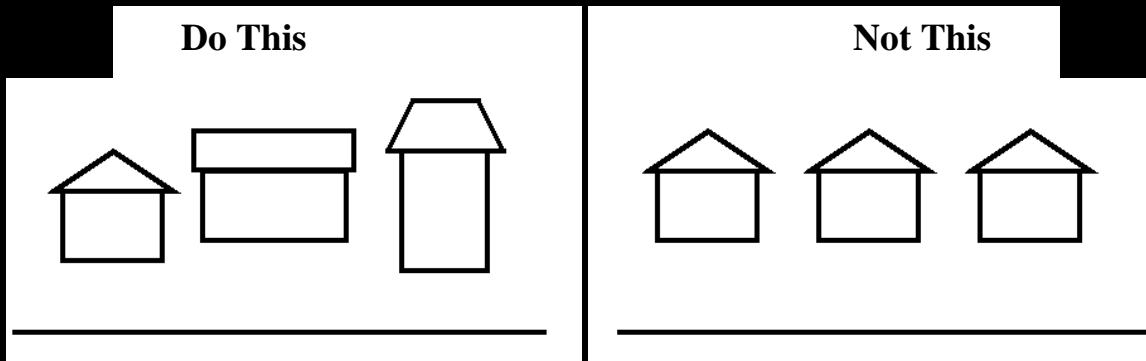
B. In suburban neighborhoods (R1-18, R1-15, R1-12), the man-made and open space elements of the community should be balanced. Internal open space and external transitioning shall be maximized to provide the necessary balance with the man-made elements. Set backs for and between buildings and along public ways become more pronounced. Solid fencing or walls should be somewhat limited, with the area adjacent to the community open space in a view style of fencing.



Urban Neighborhood Character

- C. In urban neighborhoods (R1-9, R1-7), architecture and the man-made elements are the predominant features and thus must be carefully crafted to avoid becoming generic and stale in form. Setbacks for and between buildings are reduced proportionately to the size of the lots. Front yards may be reduced and street presence becomes more prominent for porches and architectural elements if the garage/auto area is proportionately recessed from the street. Privacy is generally obtained in the interior spaces of small walled courtyards or fenced yards. Sufficient open space must be provided between or within developments for effective contrast and balance to the buildings and the land.

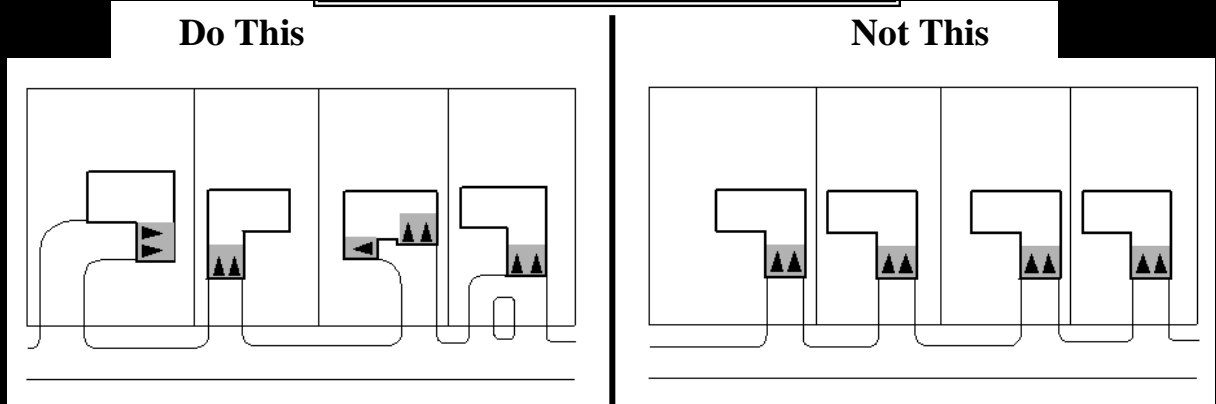
II.B – Varied Roof Forms



II. Streetscape

- A. Repetitious elevations shall be avoided.
- B. Monotonous, uniform roof forms shall be varied by incorporating different building heights and/or ridgeline orientations. (*Z)
- C. The same elevations shall not be utilized across from or adjacent to each other. (*Z)
- D. A minimum of four (4) floor plans, three (3) of which must have two (2) distinct elevations, shall be required for all production home subdivisions. (*Z)
- E. A minimum of three (3) exterior paint colors per elevation shall be required to further promote visual interest. (*Z)
- F. In new subdivision development, a minimum of seven (7) distinct combinations of colors and materials shall be provided. There shall not be a predominant singular color. (*Z)

II.G – Vary Garage Orientation



G. Where feasible, in the R1-6 and R1-7 zones, the garage orientation shall be varied in order to reduce repetition and prevent monotony.

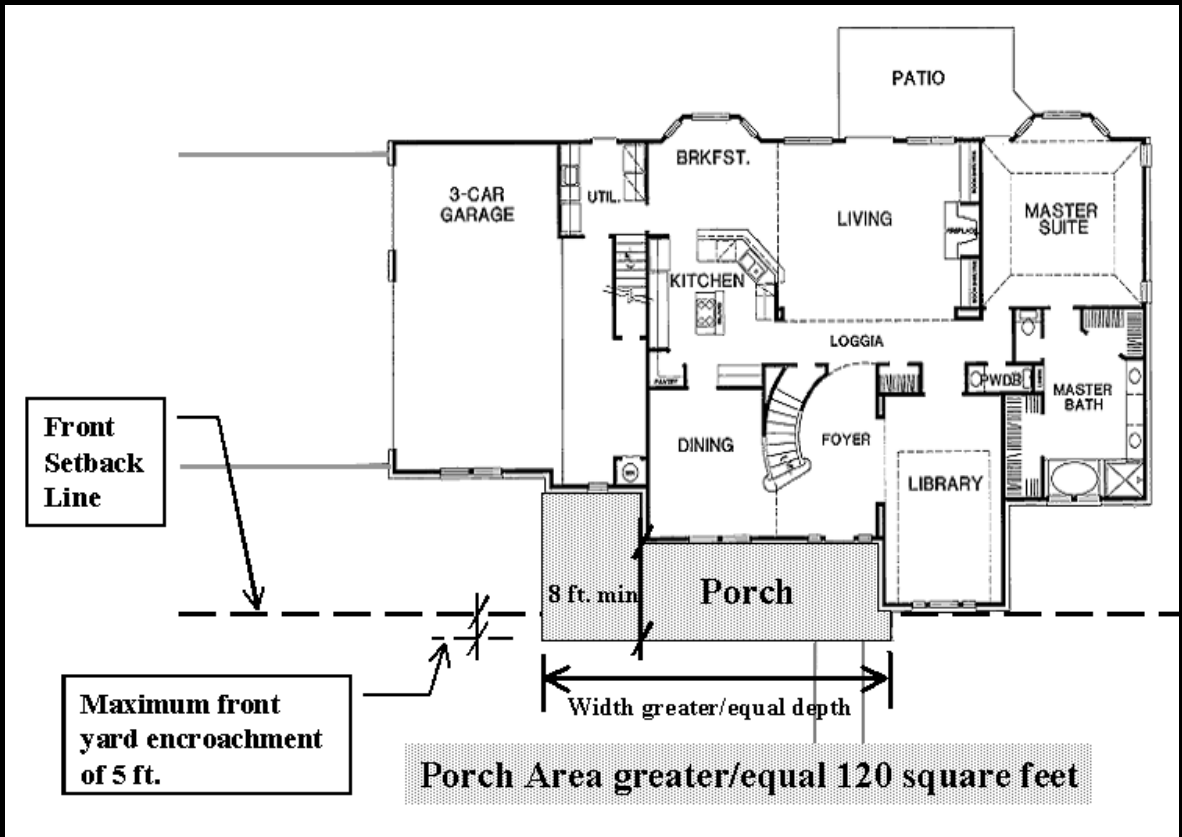
H. Provide visual interest through the use of accent materials (such as stone or brick veneer) such that the application replicates the authentic means of construction (for example, all visible sides of an architectural element are covered as if the entire element was constructed of masonry). When continuing the material around a corner from a front to side elevation, it should be terminated by an architectural element such as an offset, column, intersecting wall or fence.

II.H – Accent Materials



I. All on-lot fencing facing a public street shall be designed to match the standard plan’s stucco and primary color or that of the subdivision theme wall.

II.J, K – Front Porch Projection



J. At least 40% of front elevations shall incorporate a porch, courtyard, or combination thereof with a minimum area of 120 square feet, a depth no less than 8 feet, and a width equal to or greater than the depth. (*Z) This requirement does not apply to the R1-18 zoning district.

K. Covered front porches meeting minimum ordinance requirements may be allowed to encroach into the front yard setback up to 5 feet. (*Z)

L. Single-story houses built in the R1-6, R1-7, R1-8, and R1-9 single-family residential districts will be allowed an increase in lot coverage to 45% where front porches are provided that are a minimum of 120 square feet and 8 feet in depth. (*Z)

M. Single-story houses built in the R1-12 single-family residential district will be allowed an increase in lot coverage to 40% where front porches are provided that are a minimum of 120 square feet and 8 feet in depth. (*Z)

III.A – Recessed Garage

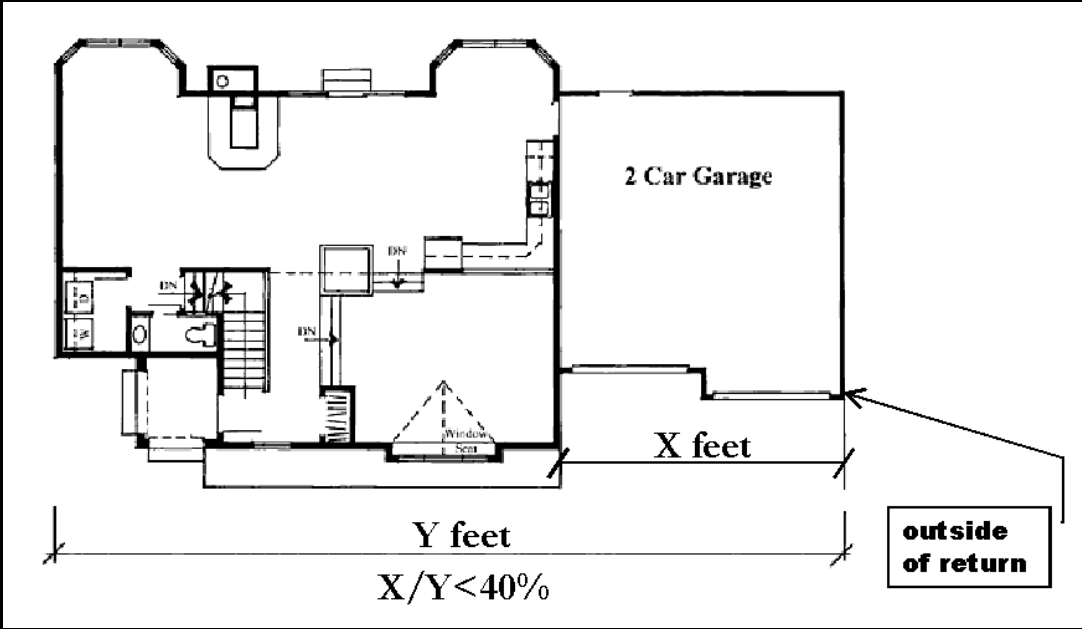
Do This



Not This



III.C – Garage Proportion



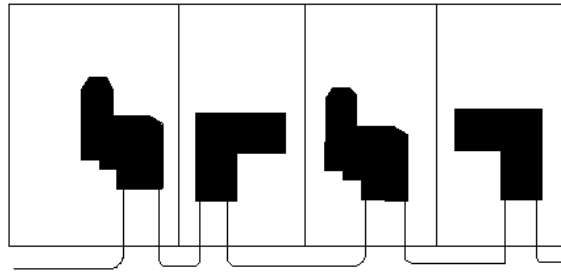
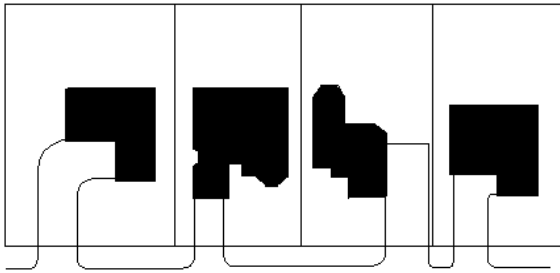
III. Garage Dominance

- A. Front loaded garages shall be recessed a minimum of 5 feet from the front plane of the living area to provide interest and relief from the street. (*Z)
- B. Detached garages and side entry garages are encouraged.
- C. The width of front loaded garages (from outside of return to outside of return) shall not exceed 40% of the width of the front façade. (*Z)
- D. Provide a minimum of three (3) distinctly different garage door designs as a standard feature for all homes. (*Z)
- E. Vehicular access to rear yards with sufficient space to store cars, small boats and recreational vehicles is encouraged. Storage areas shall be completely screened through the use of wood or masonry fence walls, solid gates and landscaping.

III.F – Varied Driveways

Do This

Not This



- F. Reduce the visual dominance of the garage by providing a variety of driveway orientations, including elbow, circular or angled driveways; side entry garages; or detached garaged. (*Z)
- G. The front elevation shall feature a pedestrian scaled entry, which is clearly visible when standing at the front property line. (*Z)

III.G – Pedestrian Scale Entry

Do This

Not This



IV. Building Design

- A. All residential buildings shall have a permanent foundation and a garage. (*Z)
- B. The dwelling unit shall have a garage with roofing and siding identical to the primary structure. The Administrator may require an attached garage where such is consistent with the predominant construction of immediately surrounding dwellings. (*Z)

IV.E – Four-Sided Architecture

Do This

Not This



- C. The dwelling shall be covered by an exterior material of a color, material, and appearance that is compatible with those of existing single-family dwellings including, but not limited to, the following:
 - residential horizontal aluminum lap siding;
 - residential horizontal vinyl lap siding;
 - residential cementitious lap siding;
 - brick, stone or masonry siding;
 - frame stucco siding; skip trowel preferred; or
 - other siding materials which are determined by the Zoning Administrator to be compatible with the above-referenced materials. (*Z)

- D. Design structures in three dimensions, paying equivalent attention to the materials and detailing of all sides of the structure.

- E. All four elevations of a structure shall provide visual interest by incorporating overhanging eaves, recessed windows, and/or other building details. (*Z)

- F. Open gable roofs, emphasizing the lack of detail, should be avoided.

- G. Flat or corrugated sheet metal shall not be used for exterior siding material. (*Z)

TOWN OF QUEEN CREEK, ARIZONA

IV.I – Window Detailing

Do This

Not This



IV.K – Rear Patio



- H. The use of T1-11 siding (rough-sawn plywood siding with vertical grooves at 4” or 8” O.C.) shall be avoided.
- I. Design windows to have traditional-appearing details, such as trim and sills or recessed windows, rather than false pop-outs or other artificial applications.
- J. Provide an architectural theme for window treatments that is carried through on all four sides of the structure.
- K. An all-weather, hard surfaced, covered outdoor rear patio area of not less than one hundred and eighty (180) square feet shall be provided for any lot with an area not exceeding eighteen thousand (18,000) square feet. The rear patio shall be design to be integrated with the architecture of the home and be appropriately related to open areas of the lot for the purpose of providing suitable outdoor living space to supplement the limited interior spaces. (*Z)
- L. The building materials of the project shall be durable and require low maintenance. (*Z)

IV.M – Proportioned Windows & Doors



Do This: Windows and doors are aligned and similar in scale creating a sense of proportion and order on this façade.

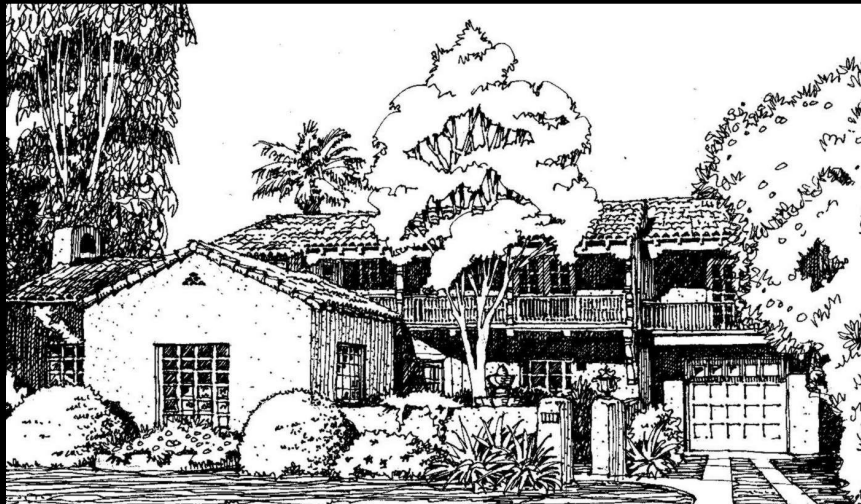


Not This: Too many different proportions are used on this façade.

- M. Windows and doors should be in proportion to one another, and aligned on each elevation to bring a sense of order.

- N. Provide a durable, low-maintenance roof consisting of non-reflective materials customarily used for residential construction, and if following a traditional architectural style, in accordance with the defining characteristic as shown on the appropriate style sheet, including, but not limited to the following:
 - fiberglass shingles (on 1+ acre lots only only);
 - shake shingles (on 1+ acre lots only);
 - asphalt shingles (on 1+ acre lots only);
 - standing seam metal; or
 - clay or concrete tile. (*Z)

- O. Mechanical equipment, electrical meter and service components, and similar utility devices whether ground level, wall mounted, or roof mounted, shall be screened and designed to appear as an integral part of the building. (*Z)



V. ARCHITECTURAL INTEGRITY

This section provides illustrations and defining characteristics of traditional architectural styles most frequently found in the historic neighborhoods of Mesa, Phoenix and Tempe. They are intended to serve as a reference for homeowners, designers and decision makers who may desire to incorporate traditional architectural elements into new designs.

The defining characteristics that are associated with each style provide a guide as to the appropriate height, massing, roof form, materials, windows, and details. In order for new designs to portray the same character as traditional architecture, it is important to maintain the integrity by following the defining characteristics of a specific style and not incorporating inconsistent elements.

Don W. Ryden, AIA, developed the defining characteristics and produced the associated renderings for the traditional architectural styles that follow. There are a number of additional references that may be consulted for more detailed information. *A Field Guide to American Houses* (Alfred A. Knopf, New York, 2003) by Virginia and Lee McAlester is recommended because of its thoroughness, clear organization and ease of use.

TOWN OF QUEEN CREEK, ARIZONA

A. Bungalow (1905-1935)

Defining characteristics of this style include:

- One story (sometimes two)
- Rectangular or square plan
- Symmetrical façade
- Masonry construction atop stone or masonry foundation
- Gable roof, medium-pitched (sometimes hipped with dormer)
- Wood shingles in gable ends
- Large front veranda supported with various types of posts, i.e., wood, concrete, masonry
- Segmentally-arched or flat window and door openings
- Large wood double-hung windows, simple doors
- Modest wood trim including wood brackets supporting deep eaves
- “Broadside” versions are defined as side-gabled roofs with front porch and front dormer in roof
- Other variations on the Bungalow style include Craftsman and Californian
- Craftsman Bungalows emphasize the use of oversized, exposed wood structural members
- California Bungalows usually have offset porches on the front façade



B. Italian Renaissance (1890-1935)

Defining characteristics of this style include:

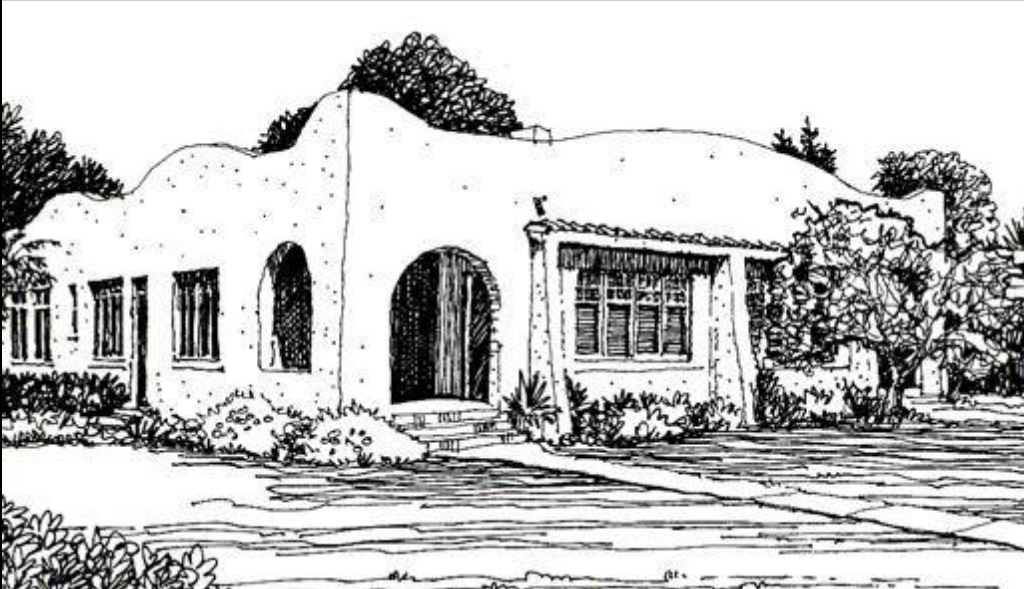
- Two story
- Low-pitched hipped roof
- Symmetrical facade
- Tile roof
- Wide, overhanging eaves supported by decorative brackets
- Small, less elaborate upper-story windows
- Arched first-story window and door openings
- Full-length first-story windows
- Recessed entry porch
- Entrance accented by small classical columns or pilasters
- Stucco, masonry, or masonry veneered exterior



C. Mission Revival (1895-1940)

Defining characteristics of this style include:

- Two story (modest examples of one story can be found)
- Rectangular plan
- Horizontal orientation, boxlike massing with symmetrical façade
- Hip roof with clay tile roofing and deep eaves; or flat with curvilinear parapet walls
- Deep wrap-around verandas with arched openings
- Porte-cocheres are often associated with the front porch
- Stucco finish
- Flat or roman-arched door and window openings
- Tall, wood double-hung windows



D. Southwest Style (1915-1940)

Defining characteristics of this style include:

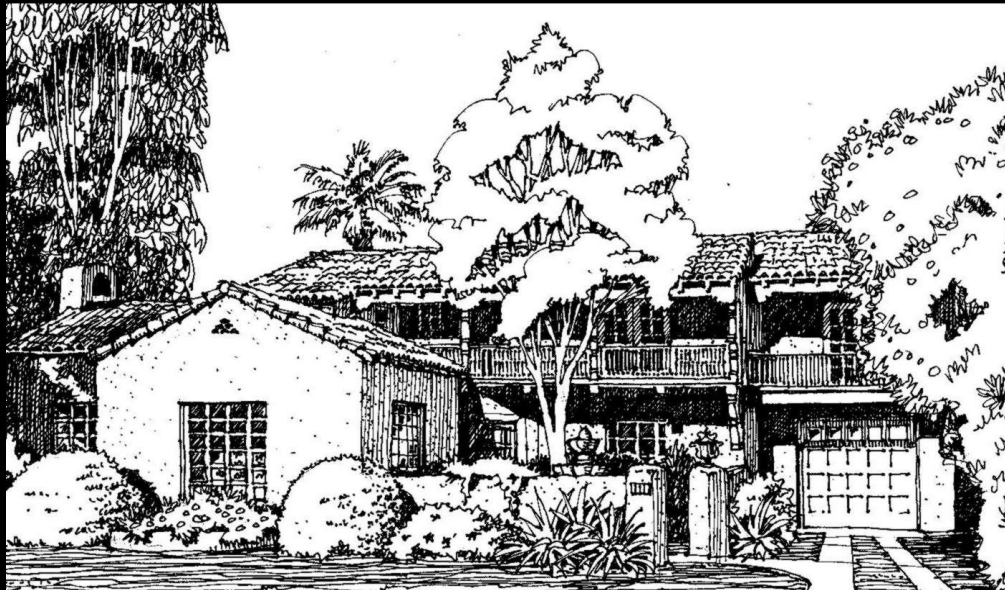
- One story
- Rectangular Plan
- Asymmetrical façade with horizontal emphasis
- Combinations of low-pitch gable and flat roofs
- Tile roofing and parapet walls
- Front entry porches
- Stucco finish
- Square, flat-topped door and window openings
- Tall, wood double-hung windows
- Roof scuppers (canales), exposed wood log beams (vigas)
- Little or no ornamentation



E. Monterey (1925-1955)

Defining characteristics of this style include:

- Two stories
- Low-pitched gabled roof (occasionally hipped)
- Wooden roof shingles, occasionally tiled
- Second-story balcony, usually cantilevered and covered by principal roof
- Simple posts on balcony
- Full-length windows opening onto balcony
- Stucco, brick or wood (weatherboard, shingle, or vertical board-and-batten) finish
- First and second stories frequently have different finish materials, with wood over brick being most common
- Paired windows and false shutters are common
- Door and window surrounds absent or of simple Colonial form



F. Ranch (1935-1960)

Defining characteristics of this style include:

- One story
- Small, boxlike massing with horizontal emphasis
- Low-pitch hip or gable roof
- Small entry porch with wood posts
- Masonry walls, painted or unpainted
- Square or rectangular window and door openings
- Steel casement windows with small panes of glass
- Occasional corner window
- Wood siding at gable ends



G. Spanish Colonial Revival (1915-present)

Defining characteristics of this style include:

- One or two stories (one is most common)
- Rectangular plan
- Asymmetrical façade with horizontal emphasis
- Combinations of low-pitch gable, shed and flat roofs
- Clay tile roofing
- Small entry porches
- Smooth stucco finish
- Roman or semi-circular arched window and door openings
- Tall, wood double-hung windows with small panes in upper sash are common
- Modest detailing taken from Spanish and Mexican architecture, i.e., terra cotta, tile or cast concrete
- Decorative iron trim including brackets, railings and balconets



H. Pueblo Revival (1915-present)

Defining characteristics of this style include:

- One story or combination of single and two story masses
- Boxlike massing, with irregular or rectangular plans
- Flat roofs with irregular (often rounded) parapet walls
- Small front portals or vestibules
- Stucco finish on exterior walls
- Flat-topped door and window openings
- Wood casement or double-hung windows; wood plank doors
- Exposed wood log roof beams (vigas), posts, and lintels
- Tile roof scuppers (canales)



DRAFT

RESIDENTIAL ARCHITECTURAL DESIGN STANDARD UPDATE TIMELINE

February

- Council authorization to proceed
 - Approval of proposed process
 - Approval of task force members
- Invitations to prospective task force members
- Complete an updated scope of work
- Retain the services of an architect

March

- Initial task force meeting to discuss the project
 - Set/review meeting dates
 - Discuss the scope of the project
 - Outline future meeting date objectives
- Possible bus tour to review residential architectural design options in adjacent communities

April

- Review current requirements and identify areas where changes may be needed
 - Staff and architect to photograph good/poor examples for discussion

May

- Review of proposed revisions
 - Alternative concepts to be presented to the task force for consideration

June

- Identification of proposed changes and recommended alternatives
 - Proposed changes supported by the task force

July

- Draft of revised Residential Design Standards presented to the task force for their review and consideration

August

- Task force reviews and forwards final draft of the revised Residential Design Standards

September

- Final draft report presented to the Town Council for review and consideration
 - Resolution prepared for Council consideration

Deliverables

- A draft report for Council review and discussion
- A final report for Council consideration
- A PowerPoint presentation illustrating the report
- A resolution for Council consideration to adopt the report

Resources

Staff resources:

Wayne Balmer, Dave Williams and Laura Catanese will provide staff support to schedule meetings, take minutes, and prepare draft reports for review and discussion.

Outside resources:

Staff recommends the Town contract for the services of a local architect who has experience in single family residential development, is knowledgeable regarding the current trends in the residential homebuilding industry and is aware of the residential design standards used in other communities on our area.

Notes:

- The task force meetings will be scheduled as public meetings with public notice and agendas provided.
- Notice of upcoming meetings to be provided to interested parties – citizens, homebuilders and others

Requesting Department:

Town Manager



TO: HONORABLE MAYOR AND TOWN COUNCIL

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

FROM: TRACY CORMAN, SENIOR MANAGEMENT ASSISTANT

RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION #
931-13 AUTHORIZING STAFF TO APPLY FOR A DRINKING WATER
REVOLVING FUND LOAN IN THE AMOUNT OF \$16,000,000 FROM THE
WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA

DATE: JANUARY 16, 2013

Staff Recommendation:

Staff recommends approving Resolution 931-13 authorizing staff to apply for a Drinking Water Revolving Fund Loan in the amount of \$16,000,000 from the Water Infrastructure Finance Authority of Arizona (WIFA).

Relevant Council Goal(s):

KRA 4 Environment; Goal 2 Ensure a safe and sustainable water supply
KRA 5 Financial Management/Internal Services & Sustainability

Proposed Motion:

Move to approve Resolution 931-13 authorizing staff to apply for a Drinking Water Revolving Fund Loan in the amount of \$16,000,000 from the Water Infrastructure Finance Authority of Arizona.

Discussion:

Town staff has been working with WIFA staff and the Town's Bond Counsel, Michael Cafiso of Greenberg Traurig, and financial advisor Shawn Dralle from RBC Dain Rauscher to complete an application for a Drinking Water Revolving Fund Loan. This loan would be used to pay for the down payment and any other costs associated with the acquisition of the H2O, Inc Water Utility such as connection costs, legal and financial advisors, and any other consultants used during the due diligence phase such as a third party auditor.

The resolution before Council for approval is for a loan application in the amount of \$16,000,000, and represents the fourth loan for the Town from WIFA. The attached resolution is another step in the process of acquiring the H2O, Inc. Water Utility, and begins the process of applying to be placed on WIFA's agenda for approval. The resolution will allow the Town's application to be considered at WIFA's April 2013 meeting.

There will be several points along the process when items will be brought to Council for approval prior to the acquisition being completed.

The next steps in the process include:

- Submitting the attached resolution and formal application to the Water Infrastructure Finance Authority for a low interest loan.
- Due diligence review of H2O, Inc. assets.
- Negotiating and finalizing the purchase and sale contract.
- Receiving approval of the purchase from the Arizona Corporation Commission.

Fiscal Impact:

The approval of the attached resolution would give the Town Manager and Assistant Town Manager the authority to apply for a \$16,000,000 loan from WIFA for the acquisition of the H2O Inc., Water Utility. It is expected that water revenues from the acquisition will be more than sufficient to pay the debt service of this loan.

Alternatives:

The Council may decide not to approve the resolution. Without approval of the resolution, another funding source would need to be identified to pay for the down payment and other costs associated with the acquisition of the H2O, Inc. Water Utility.

Attachments:

Resolution 931-13

RESOLUTION 931-13

A RESOLUTION OF THE TOWN OF QUEEN CREEK OF MARICOPA COUNTY, ARIZONA TO AUTHORIZE THE APPLICATION FOR A DRINKING WATER REVOLVEING FUND LOAN (“DWSRF”) FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

WHEREAS, the Town of Queen Creek of Maricopa County has identified a need for a drinking water acquisition and capital improvement project; and

WHEREAS, pursuant to Arizona Revised Statues §9-521 through 540, and specifically A.R.S. §9-571, the Town may obligate the Revenues generated by its drinking water system to repay a Loan from WIFA; and

WHEREAS, the Town of Queen Creek of Maricopa County certifies that the population of the community is under 50,000 in population as of the most recent U.S. Census Date.

WHEREAS, it is in the Town’s best interest to pursue and apply for, financial assistance from WIFA of an amount not to exceed \$16,000,000 for the acquisition and subsequent capital improvements to the drinking water system; and

WHEREAS, the Town’s population at the time of this request is 26,805, which meets the requirement under A.R.S. §9-571;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF QUEEN CREEK OF MARICOPA COUNTY, ARIZONA as follows:

Section 1. The Town Manager and Assistant Town Manager of the Town of Queen Creek is hereby authorized to apply for a DWSRF financial assistance loan from the Water Infrastructure Finance Authority of Arizona.

Section 2. The Town Manager and Assistant Town Manager are each authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed \$16,000,000 payable from revenues for the drinking water system.

Section 3. All actions of the officers and agents of the Town of Queen Creek which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the Town of Queen Creek are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of the Town of Queen Creek as may be necessary to carry out the terms and intent of this resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 16th day of January, 2013.

FOR THE TOWN OF QUEEN CREEK

ATTESTED TO:

Gail Barney, Mayor

Jennifer R. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Fredda Bisman, Town Attorney