



Agenda
Work Study and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
March 20, 2013
5:30pm

1. **Call to Order**

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

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

A. Discussion and consultation with the Town's staff regarding possible acquisition of real property from Sossaman Estates Phase 1-A Association, for future fire station, drainage and public use. A.R.S. § 38-431.03(A)(7).

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

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

4. Discussion on amendments to the Standard Form By-laws for Committees, Council Polices & Procedures and development of a Boards, Commissions and Committees handbook. **TAB K**

5. **Adjournment**



Agenda
Regular and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
March 20, 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. 5-year Service Award – Wayne Balmer

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. Parks and Recreation Advisory Committee – March 12, 2013

D. Town Center Committee – March 13, 2013

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

Agenda for the Regular and Possible Executive Session

Queen Creek Town Council

March 20, 2013

Page 2

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 March 6, 2013 Work Study and Regular Session Minutes. **TAB A**

B. Consideration and possible approval of a Professional Services Contract with AMEC in an amount not to exceed \$92,070 for the design of Ocotillo Road – UPRR Crossing Widening (Project A0103). (not budgeted in FY12/13 but authorized at 1/16/13 Council meeting). **TAB B**

C. Consideration and possible approval of the Final Plat for Cielo Noche, a request by K. Hovnanian Homes of Arizona , LLC. **TAB C**

D. Consideration and possible approval of the appointment of Alan Turley to the Planning and Zoning Commission. **TAB D**

E. Consideration and possible approval of **Resolution 936-13** authorizing the acceptance of real property (two portions of Tract J/APN 304-93-395) from Sossaman Estates Phase 1-A Association for a future fire station, drainage and public use. **TAB E**

F. Consideration and possible approval of **Resolution 913-12** Intention to Order the Purchase of Electricity for a Streetlight Improvement District for Hastings Farms Parcel C – SLID #66, No. 2012-002. **TAB F**

G. Consideration and possible approval of **Resolution 914-12** Ordering the improvements for the purpose of purchasing electricity for a Streetlight Improvement District for Hastings Farms Parcel C – SLID #66, No. 2012-002. **TAB G**

H. Consideration and possible approval of **Resolution 915-12** Intention to Order the Purchase of Electricity for a Streetlight Improvement District for Hastings Farms Parcel E – SLID #67, No. 2012-003. **TAB H**

I. Consideration and possible approval of **Resolution 916-12** Ordering the improvements for the purpose of purchasing electricity for a Streetlight Improvement District for Hastings Farms Parcel E – SLID #67, No. 2012-003. **TAB I**

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

None.

Agenda for the Regular and Possible Executive Session

Queen Creek Town Council

March 20, 2013

Page 2

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 frequently asked questions (FAQ) on the Town's Residential Architectural Design Standards. **TAB J**

10. Discussion and possible action on amendments to the Standard Form By-laws for Committees, Council Policies & Procedures and development of a Boards, Commissions and Committees handbook. **TAB K**

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

None.

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

12. Adjournment



Minutes
Work Study Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
March 6, 2013
5:30pm

1. Call to Order

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

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

Council Members present: Barnes; Brown; Gad; Oliphant; Wheatley; Mayor Barney. Vice Mayor Benning arrived at 6:10pm.

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's attorney for legal advice regarding the possible creation of a Central Business District in the Town Center. A.R.S. § 38-431.03(A)(3).

B. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives to consider the Town's position and instruct its representatives regarding agreements that are the subject of negotiations related to Town Center projects. A.R.S. § 38-431.03(A)(3) and (4).

Motion to adjourn to Executive Session at 5:31pm (Brown/Gad/Unanimous)

The Work Study Session reconvened at 6:20pm.

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

4. Presentation by John Taylor on the "First Things First" program.

John Taylor, Community Outreach Coordinator for the First Things First program and Terri Duhart, Regional Director, gave a presentation on the program.

Ms. Duhart discussed how the funding levels are based on an intense needs assessment of the community; care coordination; clinics and education. She also reviewed the partner agencies/organizations in Queen Creek that participate in the program.

Mr. Taylor discussed education opportunities for the childcare partners with emphasis placed on taking care of the child.

**Minutes for the Regular Session
Queen Creek Town Council
March 6, 2013
Page 2**

Council asked how an organization gets qualified to be a provider/partner. Ms. Duhart explained that any can register for certification but would have to go through the certification process which has very stringent requirements.

5. Presentation on the website re-design.

PIO Marnie Schubert, gave background history on the implementation of the Town's website. She explained how it is currently administered and that changes in technology, administrators and users needs are the main reason for redesigning and updating the website. She said that with the new website there would be more options to focus on economic development and tourism also.

Ms. Schubert presented two options for the front page: Option 1 (brown) and Option 2 (green) and explained features for both.

Council asked if there would be a blog or forum section. Ms. Schubert responded no, mainly because of maintaining and monitoring but also the possibility of trolling and hijacking conversations. Discussion on social media interaction was also discussed.

Council discussed what features they liked and preferred Option 2 (green) but with the pop-up buttons of Option 1 (brown).

6. Legislative update.

No discussion.

7. Adjournment

The meeting was adjourned at 6:58pm.



Minutes
Regular Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
March 6, 2013
7:00 p.m.

1. Call to Order

The meeting was called to order at 7:05pm.

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 Vice Mayor Benning

4. Invocation: A moment of silence was observed for loved ones.

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

Representative Eddie Farnsworth was recognized.

Mayor Barney moved Item #17 – Legislative Update to be heard before Item #6.

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.

Council Member Wheatley reported on a meeting with District 12 State Legislators (Senate President Andy Biggs, Rep. Eddie Farnsworth and Rep. Warren Petersen) that she and Mayor Barney and Council Member Barnes held on February 22, 2013. The discussion was focused primarily on HB2657 and construction sales tax. They also discussed consolidated elections and allowing Home Rule to continue without a penalty until a fall election and allowing public notices to be posted electronically rather than strictly in newspapers.

Council Member Barnes reported on the Greater Phoenix Economic Council (GPEC) Aerospace and Defense Market Intelligence Report event on February 26, 2013. Findings from GPEC's report were discussed and effects on the industry in Arizona if federal funding cuts occur. Recommendations from the report were also discussed.

**Minutes for the Regular Session
Queen Creek Town Council
March 6, 2013
Page 2**

Council Member Brown reported on his attendance at American Leadership Academy's "Leadership Day" event on March 6, 2013.

Mayor Barney reported on several meetings and events:

Central Arizona Governments (CAG) Annual Legislative Day – February 21, 2013
Maricopa Association of Governments (MAG) Regional Council Meeting – February 27, 2013 – issues discussed included the expansion of MAG's boundaries to include certain parts of Pinal County; FY14 Work Program and impacts of sequestration. The next meeting is March 27, 2013.

Invest Queen Creek – Economic Development Summit and QC Inc., re-grand opening – February 28, 2013: economic development activities were highlighted; an overview of the southeast valley industrial market was given along with an overview of residential growth and economic development projects.

Sun Corridor Retreat – March 6, 2013: Topic was implementation of the Freight Transportation Framework Study.

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. Transportation Advisory Committee – February 27, 2013: Vice Chair Chris Clark provided a report on the Committee's discussion on presentations on the Capital Improvement Program and Notice of Solicitation for Air Quality Projects from Maricopa County. The next meeting is April 11, 2013.

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

None.

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

Minutes for the Regular Session
Queen Creek Town Council
March 6, 2013
Page 3

A. Consideration and possible approval of the February 6, 2013 Work Study and Regular Session Minutes.

B. Consideration and possible approval of the February 20, 2013 Work Study and Regular Session Minutes.

C. Consideration and possible approval of a Work Order to Horine Electrical Service (Contract 2011-059) in an amount not to exceed \$42,012.00 for the installation of streetlight and ITS conduit along the north right-of-way of Ocotillo Road. (authorized budget item)

D. Consideration and possible approval of a multi-year contract with Pavement Restoration, Inc., in an amount not to exceed \$257,000.00 in the first year, for surface rejuvenation of various Town roadways. (authorized budget item)

E. Consideration and possible approval of a grant of Power Distribution Easement to Salt River Project Agricultural Improvement and Power District to construct and maintain facilities for transmission and distribution of power to the Community at Queen Creek.

F. Consideration and possible approval of **Ordinance 531-13** annexing roadway alignments into the Town of Queen Creek pursuant the Intergovernmental Agreement #C-64-06-292-00 between Maricopa County and the Town of Queen Creek and repealing Ordinance 517-12.

G. Consideration and possible approval of the appointment of Vice Mayor Robin Benning to the Budget Committee.

Motion to approve the Consent Calendar as presented (Brown/Barnes/Unanimous)

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

9. Public Hearing and possible action on RZ12-099/SD12-101/DR12-102 – Ordinance 529-13 and GPA12-100 – Resolution 934-13, “Queen Creek Station”, a request by the Rose Law Group on behalf of Fulton Homes to rezone approximately 248 acres on the west side of Ellsworth Road, north of Queen Creek Road from R1-43 Residential to R-15 PAD and preliminary plat approval of Fulton Homes at Queen Creek Station subdivision for 677 lots. Design review approval is also requested for 24 floor plans with three (3) elevations each in addition to a Minor General Plan Amendment from Employment Type A to Medium Density Residential (up to three (3) dwellings per acre).

Wayne Balmer, Planning Administrator, reviewed the rezoning request, preliminary plat, Minor General Plan Amendment and the floor plans/elevations. He said the overall density would be 2.72 dwelling units per acre with lot sizes distributed equally among

**Minutes for the Regular Session
Queen Creek Town Council
March 6, 2013
Page 4**

the parcels. The amenities include 23% open space, including the Abel-Moody power line easement and focus on outdoor trails and parks. Mr. Balmer presented the Ellsworth Road entry monument and parkway theme wall and landscaping.

Mr. Balmer reviewed the elevations and floor plans. He said that some models don't meet the 40% front plane for front load garages, however, the open space exceeds the minimum and PAD optional standards have been met. The Planning and Zoning Commission recommended approval.

Mr. Balmer also discussed the Ellsworth Road & Queen Creek Road intersection improvements and that additional right-of-way south of Fulton Homes and north of Queen Creek Road was needed and as well as an easement along the ML Properties on the east side of Ellsworth Road.

Council asked what options are included in the PAD. Mr. Balmer responded the enhanced design features and additional open space. Council also asked for more detail on the landscape plan for Ellsworth Road.

Jordan Rose, representing the applicant, gave a brief presentation on the development.

Norm Nichols, representing Fulton Homes, reviewed the elevations, floor plans, and pre-determination of driveway and elevation for each lot that ensures a pleasing streetscape.

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

Council discussed possibly adding more architectural features to the homes in Parcel 1 that back up to Ryan Road. Mr. Nichols responded that no two-story homes in a row are allowed and showed the varying layout of home clusters and open space that provides a buffer from Ryan Road. Ms. Rose added that the neighbors in the mini-farms had been involved in the site plan.

There was further discussion on Ellsworth Road traffic and improvements. Mr. Balmer provided additional information on the improvements including a signal at the new road into the subdivision; center turn lane; temporary lanes that will be installed in conjunction with the Fulton homes improvements. Traffic volumes were briefly discussed also.

Council asked the applicant when work on the project would begin. Mr. Nichols responded possibly July but that infrastructure needs to be in place first.

Motion to approve Ordinance 529-13 and Resolution 935-13 approving rezoning case RZ12-009, SD12-101, DR12-102 and GPA12-100 (Wheatley/Brown/Unanimous)

Mayor Barney declared a conflict of interest and stepped down from the dais. Vice Mayor Benning conducted the next hearing.

Minutes for the Regular Session
Queen Creek Town Council
March 6, 2013
Page 5

10. Public Hearing and possible action on RZ13-001 – Ordinance 530-13 and GPA13-002 – Resolution 935-13, “Ben Franklin Charter School”, a request to rezone 8.3 acres from I-2 Industrial to R1-43 Residential in addition to a Minor General Plan Amendment from Employment Type B to Public Quasi-Public (PQP). The property is located on the north side of Queen Creek Road, ¼ mile west of Signal Butte Road.

Planner Dave Williams discussed the purpose for the rezoning request and Minor General Plan amendment, in that schools are not allowed in the Industrial zoning districts per Queen Creek’s Zoning Ordinance and the minor general plan amendment will change the land use designation to public/quasi-public that also provides additional protection to Phoenix-Mesa Gateway Airport. Mr. Williams also explained the state law that allows administrative approval of the minor general plan amendment.

Council asked why the school purchased property that was zoned Industrial. Mr. Williams explained that the property is between the Barney Sports Complex and the future East Park. Other questions from Council were in regard to the overflight area and parking and queuing area for drop-off/pick-up. Mr. Williams responded that the parking requirements were either met/exceeded. A shared parking agreement with Barney Sports Complex was briefly discussed.

The Public Hearing was opened.

Jason Barney, Gilbert, submitted written comment in favor.

The Public Hearing was closed.

Motion to approve Ordinance 530-13, Resolution 935-13, RZ13-001 and GP13-002 for rezoning and Minor General Plan Amendment for Ben Franklin Elementary Charter School subject to the Conditions of Approval as recommended (Wheatley/Gad/Unanimous)

The meeting was recessed from 9:03pm – 9:10pm.

Mayor Barney returned to the dais.

11. Public Hearing and possible action on RZ12-077/SD12-078 – Ordinance 528-13 “Bello”, a request by Greg Davis of iPlan Consulting on behalf of Arcus Queen Creek Holdings, LLC, to rezone approximately 122 acres at the northeast corner of Ellsworth Road and Empire Road from R1-35 PAD to R1-35 and R 1-9 PAD and approval of the preliminary plat for the Bello subdivision for 178 lots.

Planning Administrator Wayne Balmer reviewed the rezoning request, concept plan and landscape plan. The Planning and Zoning Commission recommended approval. Mr. Balmer said a concern had come up regarding the north boundary fencing and the change in grade from Bello and Orchard Ranchettes, and showed that the actual change in grade was only inches.

**Minutes for the Regular Session
Queen Creek Town Council
March 6, 2013
Page 6**

Greg Davis, representing the applicant, explained the land use principles incorporated into the project using lot size/density transitions internally and along the perimeter (Ellsworth Road, north boundary) with larger lots along the perimeter and smaller lots internally; incorporating open space into the excursion zone. Mr. Davis reviewed his request for deviations of the side yard setbacks for the R1-9 lots, explaining that the 5' front setback would accommodate covered front porch or side entry garage and the 5' rear setback would accommodate a covered patio. Also, the request for 5' minimum side yard setback would allow more diversity and accommodate side yard gates for trailers, RV's etc.

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

Council discussed concerns of allowing reduced setbacks to accommodate larger homes on smaller lots (R1-9) and solid fencing along the northern boundary. Mr. Davis stated that if the Council required, view fencing would be used instead. He also provided additional examples of how the smaller side yard setbacks could be staggered and still meet the 15' minimum between homes.

1st Motion to approve Ordinance 528-13 for rezoning RZ12-077 and SD12-078 with the additional stipulation that view fencing be required on the northern boundary of the project (Gad/Brown)

VOTE: 5-2 (Barnes, Benning) MOTION PASSED

2nd Motion to approve Ordinance 528-13 for rezoning RZ12-077 and SD12-078 with view fencing along northern boundary and no variance to the front yard setback (Benning/Brown)

VOTE: 3-4 (Benning, Brown, Oliphant) MOTION FAILED

3rd Motion to approve Ordinance 528-13 for rezoning RZ12-077 and SD12-078 with the additional stipulation that view fencing be required on the northern boundary of the project and to require a 15' side yard setback (7' & 8') (Wheatley/Barnes)

VOTE: 2-5 (Barnes, Benning, Brown, Gad, Wheatley) MOTION FAILED

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

12. Discussion and possible action on the Notice of Solicitation/Invitation to Negotiate for Air Quality Projects in the Queen Creek area.

Public Works Manager Troy White provided background information on the Invitation to Negotiate and submittal requirements and presented staff's proposed projects:

- Horseshoe Park & Equestrian Centre – driveway pavement with Friends of Horseshoe Park as the non-profit applicant
- Queen Creek Library – solar panels – Town applicant

**Minutes for the Regular Session
Queen Creek Town Council
March 6, 2013
Page 7**

Two alternatives were also discussed but not recommended:

- Landfill trail design & construction – private citizen as applicant
- CNG fueling station in Queen Creek – Southwest Gas

Mr. White discussed the cost benefit of the Horseshoe Park project and solar panels.

Council asked whether Southwest Gas would help with the proposal. Mr. White responded yes, but a third party operator would still be needed (Southwest Gas would not be operator). Council also asked about safely unloading livestock if the driveways were paved at Horseshoe Park. Mr. White explained that the trucks/trailers don't unload on the driveway.

Motion to direct staff to submit the staff recommended proposals 1) Horseshoe Park & Equestrian Centre; 2) Queen Creek Library solar panels (Gad/Benning/Unanimous)

13. Discussion and possible approval of an Intergovernmental Agreement (IGA) between the Regional Public Transportation Authority (RPTA) and the Town of Queen Creek for the purpose of conducting a local transit study in the amount of \$143,140 utilizing local transportation assistance funds (LTAF). *This is a grant funded project.*

Parks Special Project Coordinator Debbie Gomez discussed the purpose of the study and the availability of grant funding through Local Transportation Assistance Funds (LTAF). She reviewed the proposed Scope for the study as reviewed and recommended by the Transportation Advisory Committee.

Wulf Grote, Director for Planning & Development for Valley Metro, reviewed scope of work, public & agency involvement during the study and developing service options for Queen Creek.

Motion to approve the Intergovernmental Agreement between the Regional Public Transportation Authority (RPTA) and the Town for the purpose of conducting a local transit study in the amount of \$143,140 utilizing Local Transportation Assistance Funds (LTAF) (Brown/Benning/Unanimous)

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

14. Discussion on frequently asked questions (FAQ) on the Town's Residential Architectural Design Standards.

Motion to continue to March 20, 2013 (Brown/Barnes/Unanimous)

15. Discussion on amendments to the Standard Form By-laws for Committees, Council Polices & Procedures and development of a Boards, Commissions and Committees handbook.

Motion to continue to March 20, 2013 (Brown/Barnes/Unanimous)

16. Discussion on school parking spaces and requirements.

Community Development Director Chris Anaradian explained that a recent applicant for a school had concerns with the required parking spaces for schools. Mr. Anaradian presented a comparison of surrounding municipalities' requirements and explained the purpose for parking standards for schools should be for minimum but adequate parking to accommodate school day parking and extra events. He added that charter schools are subject to the same requirements. Mr. Anaradian also referenced the Urban Land Institute (ULI) study that recommended that the Town reduce its' retail parking requirements.

Mr. Anaradian requested direction to staff to discuss this issue with the school districts and send a proposal to the Planning & Zoning Commission and Town Council for consideration.

There was discussion on schools located within neighborhoods and on arterials and parking provided for special events. Council requested that consideration be given to queuing and circulation also and directed staff to move forward with a review.

17. Legislative update.

Wendy Kaserman, Intergovernmental Liaison, briefly discussed the status of HB2657 regarding Transaction Privilege Tax (sales tax) reform that was sent out of Governor Brewer's committee.

Mark Osborn, Kutak Rock, the Town's lobbyist, discussed key issues of HB2657, highlighting the section focusing on construction sales tax. He said this bill was Governor Brewer's priority. Mr. Osborn discussed other parts of the bill that cities & towns are concerned with: consolidated audits – no longer would cities & towns be able to conduct their own audits, but the Department of Revenue would be responsible; point of sale TPT – collection of sales tax on finished product would no longer be available and the tax revenue would be redistributed to cities and towns. This would be approximately a \$2.5 million loss to Queen Creek. Mr. Osborn added that some legislators are somewhat receptive to some amendments including allowing cities & towns to have own tax rate. This bill is still waiting a hearing in the full House.

Council asked who would benefit from this bill if passed as submitted. Mr. Osborn responded that it is difficult to determine since no data is available. Town Manager John Kross added that the Queen Creek Chamber of Commerce is actively monitoring the bill and is supporting the Town's position.

18. 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.

19. Adjournment

Motion to adjourn the Regular Session at 10:45pm (Brown/Barnes/Unanimous)



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 A PROFESSIONAL SERVICES CONTRACT WITH AMEC IN AN AMOUNT NOT TO EXCEED \$92,070 FOR THE DESIGN OF OCOTILLO ROAD – UPRR CROSSING (BUDGETED)

DATE: MARCH 20, 2013

Staff Recommendation:

Town Staff recommends approval of a Professional Services Contract with AMEC in an amount not to exceed \$92,070 for the design of the Ocotillo Road – UPRR Crossing (Budgeted)

Relevant Council Goal(s):

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

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

Proposed Motion:

Move to approve a Professional Services Contract with AMEC in an amount not to exceed \$92,070 for the design of Ocotillo Road-UPRR Crissuing (Budgeted).

Discussion:

This item is budgeted as part of the Council's \$10 million Capital Improvement Program Supplemental approved in January. The design is to change the existing two-lane Ocotillo Road crossing over the UPRR crossing to a four-lane road. Sidewalks will also be included in the design. Additionally, water and ITS (Intelligent Transportation System) components will be Included in the design. The design team will also coordinate approvals from the Arizona Corporation Comission (ACC) and the Union Pacific Railroad (UPRR).

The design and approvals from the ACC and UPRR are anticipated to take 12-14 months.

Fiscal Impact:

At the January 16, 2013 Council meeting, Council approved funding, totaling \$10 million, for identified Capital Improvement Program projects; this project is one of the identified projects. Sufficient funds, totaling \$92,070, are currently available within the Drainage & Transportation Fund, Ocotillo Road widening design services, fiscal account #305-431-0805-00000-403035-A0103, to fund the design contract.

Alternatives:

Council could choose not to design and construct the project at this time.

Attachments:

1. AMEC Contract

STANDARD DESIGN CONTRACT TERMS

These Terms sets forth the standard terms and conditions governing the relationship between the parties and the obligations, responsibilities and rights of the parties to this contract dated the ___ day of March, 2013 (the “Contract”) between the Town of Queen Creek, Arizona (the “Town”) and AMEC Environment and Infrastructure (“Designer or Contractor”) for the design services specified in the Scope of Work and Fee Proposal dated the 8th day of February, 2013 (“Scope of Services”) attached to these Terms (the “Services”) for the project specified in the Contract (the “Project”).

1. Conflicts: Unless otherwise noted and/or delineated herein, in case of a conflict between the terms of the Scope of Services and these Terms, the terms of these Terms shall prevail. Agreement to the terms set forth herein is a material and necessary precondition and inducement to the Town entering into the Contract with Designer.

2. Scope of Services, Fees: The Designer shall provide the services described in the Scope of Services attached hereto and incorporated herein as Exhibit 3. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in the Scope of Services in a good and workmanlike matter with due diligence and, at a minimum, in conformance with generally accepted industry standards and standard of care for like professionals in the same geographic area. The amount paid to Designer under this Contract, including reimbursable expenses, shall not exceed \$84,390.00.

3. Specifications: The Uniform Specifications for Public Works Construction issued by the Maricopa Association of Governments (“MAG Specifications”) have been adopted by the Town and shall apply to the Project and the Services, to the extent applicable. In addition, to the extent the Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the “Town Specifications”), those Town Specifications shall apply to the Project and the Services when and where appropriate. Any questions concerning the applicability of any specific MAG or Town Specification to the Project or the Services shall be directed in writing to the Town Engineer.

4. Construction Services: If the Services include construction phase services and/or contract administration during the construction of the Project, Designer shall provide, at no additional cost to the Town, such services, including without limitation inspections, attending meetings, responses to request for information, review of submittals, generation of punch lists, and clarification of drawings, designs, and/or specifications as may be necessary to complete the Project, and/or as may be reasonably requested by the Town.

5. Additional Services: Payment for additional services shall be made only if such additional services are approved, in writing, by the Town prior to the additional services being performed. The Town shall not pay for any costs not expressly designated as reimbursable in the Contract or the written approval.

6. Corrections: Designer shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawing provided

by Designer. If requested by the Town, Designer shall provide the Town with "As Built" drawing at the completion of the Project, in such form and detail as the Town may require.

7. Coordination: Designer shall be responsible for coordinating the Services, and all designs, drawings and/or specifications developed in relation thereto, with the Town Engineering Department and other departments or agencies within the Town, other design professionals and other contractors involved in the Project, as well as the other designs, drawings and/or specifications for the Project. Designer shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.

8. Time: Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits thereto, Designer shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Designer shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information or clarification within sufficient time to allow the Town to timely respond to the contractor(s) or other parties involved in the Project, and so as to not delay the Project.

9. Quality/Special Features: Designer is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiar itself with the special and/or unique qualities and/or requirements of the Project and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

10. Payment Documentation: As a necessary precondition to any payment under the Contract, the Town may require Designer to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion as may be reasonably required by the Town, to ensure that payment is then due and owing pursuant to the payment terms set forth in the Contract.

11. Payment: Unless the Town expressly agrees to another payment schedule in writing, the Town shall make payments within thirty (30) days of approval by the Town of Designer's submittals. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Designer shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Designer's performance, nor does payment constitute a waiver of any rights or claims by the Town.

12. Taxes: Designer shall be solely responsible for any and all tax obligations which may result out of the Designer's performance of the Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Designer.

13. Information Provided by the Town: The Town shall provide to Designer information regarding requirements for the Project including relevant budget information, project schedules, identities of Project participants, and related designs, drawings, and specifications. Designer shall promptly notify the Town, in writing, of any information that Designer believes is missing, unclear or insufficient for the successful completion of the Project and the Services.

14. Use of Documents: Upon execution of the Contract, the Designer and all design professionals and sub-consultants working under or for Designer, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Designer pursuant to this Agreement (“the Instruments of Service”), for the purposes of construction and completing the Project, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Project or any portion thereof (including making derivative works from Designer’s Instruments of Service), or for construction of the same type of Project at other locations, by the Town and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other design professionals. The license granted hereunder shall include all things included in the definition of “Architectural Works” as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Designer shall obtain, in writing, similar non-exclusive licenses from its design professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Agreement and the completion of the Project. Upon completion of the Project and/or termination of the Agreement for any reason, Designer shall deliver to the Town full sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Designer, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Designer by the Town in relation to the Contract and the Project, and Designer shall not utilize any such material in relation to any other work or project.

15. Insurance: Designer shall provide the insurance described in Exhibit 1 attached hereto and incorporated herein.

16. Termination:

a. **Termination by the Designer:** If the Town fails to make payment of undisputed amounts due following fourteen (14) days' written notice to the Town, the Designer may terminate the Contract and recover from the Town payment for Services actually executed and approved and accepted by the Town. Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any services not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

b. **Termination by the Town:** The Town may terminate the Contract if the Designer substantially breaches any obligation under the Contract or any other contract between the Town and Designer, following seven (7) days' written notice to Designer, and recover the damages suffered by the Town as a result of the breaches and/or as a result of the termination. The Town may also terminate the Contract at any time for its convenience by written notice to Designer specifying the termination date. In the event of termination which is not the fault, in whole or in part, of the Designer, the Town shall pay to Designer only such compensation, including reimbursable expenses, due for Services properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from the Town to Designer unless and until Designer has delivered to the Town full sized and usable copies (including any and all CAD and/or computer files) of all documents, designs, drawings, and specifications generated by Designer in relation to the Project as set forth in ¶ 14 above.

17. Notices: All notices or demands required to be given pursuant to the terms of the Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the address designated by the parties in writing. Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail. In order to facilitate communication during performance of the Services, Designer and the Town shall provide the Town with e-mail addresses for the primary contacts in relation to the Project and the Services.

18. Independent Contractor: The Services Designer provides under the terms of the Contract are as an Independent Contractor, not an employee, or agent of the Town.

19. Subcontractors: During performance of the Contract, the Designer may engage such additional subcontractors or subconsultants (collectively “subcontractors”) as may be required for the timely completion of the Services. The addition of any subcontractors shall be subject to prior approval by the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of the Contract rests with the Designer.

20. Indemnification: To the fullest extent permitted by law, Designer, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town, its agents, representatives, council members, officers, directors, officials and employees (collectively, the “Indemnified Parties”) from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Designer relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Designer’s and subcontractor’s employees, but only to the extent caused by the negligent acts or omissions of the Designer, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

21. Dispute Resolution: All disputes and claims shall be resolved as set forth on Exhibit 2 attached hereto and incorporated herein.

22. Governing Law: This Contract shall be governed by and construed in accordance with the substantive law of the State of Arizona, without reference to conflict of laws and principles.

23. Compliance with Federal and State Laws: The Designer 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. The Designer understands and acknowledges that it must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees.”

a. **Compliance with Federal Immigration Laws and Regulations:** Pursuant to the provisions of A.R.S. §41-4401, the Designer warrants to the Town that the Designer and all

its subcontractors 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).

A breach of this warranty by the Designer or any of its subcontractors will be deemed a material breach of this Contract and may subject the Designer or subcontractor 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 Designer or any subcontractor who works on this Contract to ensure that the Designer or any subcontractor is complying with the warranty given above.

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

The Town will not consider the Designer or any of its subcontractors in material breach of this Contract if the Designer and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The “E-Verify Program” means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Designer enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “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.

b. **Prohibition of Doing Business with Sudan and Iran:** Pursuant to A.R. S. § § 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran

c. **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 consultant to any other party to the contract with respect the subject matter of the contract.

24. Complete Contract: The Contract and any exhibits thereto, together with these Terms, and designs, drawings, and specifications relating to the Services, represent the complete and integrated agreement between the Town and Designer, and supercede all prior negotiations, representations or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Town and Designer.

I have read and agree to the above terms:

“Town”

“Designer”

TOWN OF QUEENCREEK

AMEC Environment and Infrastructure

By _____

By _____

Its Mayor _____

Its Infrastructure Operations Manager-Arizona

Date: _____

Date: _____

TOWN OF QUEEN CREEK

By _____

Its Town Clerk _____

Date: _____

TOWN OF QUEEN CREEK

By _____

Its Town Manager _____

Date: _____

TOWN OF QUEEN CREEK

By _____

Its Town Attorney _____

Date: _____

EXHIBIT 1

INSURANCE REQUIREMENTS

A. Contractor shall obtain and submit to Town before any Services are performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.
Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.

2) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Services and to continue to name Town as an Additional Insured for the entire 10-year period.

3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.

4) Broad Form Property Damage coverage, including completed operations or its equivalent.

5) An endorsement naming Town, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.

6) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."

7) Coverage on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable.

8) Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

5. Errors & Omissions Liability \$1,000,000

(Applicable any design/engineering services are part of Services)

Coverage provided must have no exclusion for design-build projects. Contractor must provide evidence of coverage for nine (9) years beyond completion of the Project.

Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply.

6. Pollution Legal Liability \$N/A

(Applicable as to any pollutants or hazardous waste exposures as part of Services)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Services.

7. Other Requirements

A. All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.

B. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A. All coverage forms must be acceptable to Town.

C. Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Town prior to commencement of any Services. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.

D. Contractor shall be responsible to satisfy any deductible or self insured retention with respect to any of the coverages required by the Contract Documents.

E. Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

F. In the event that rental of equipment is undertaken to complete and/or perform the Services, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

G. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

H. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and

while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.

B. Town and Contractor waive all rights against each other and against Town, Architect/Contractor, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

C. Unless otherwise provided, the Town shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the Town, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Contractor shall bear the responsibility for the deductible for such coverage when a loss affects the Services.

Such property insurance maintained by Town does not cover any tools or equipment owned or rented by Contractor including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items

D. If the Contract Documents provide for a Town Controlled Insurance Program ("OCIP") which provides coverage for the Services, the Contractor shall comply with all provisions of any such OCIP.

E. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.

F. Additional Insurance Requirements: The Contractor 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 Contractor shall require any and all subcontractors to maintain insurance as required herein naming Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Worker's 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.

DISPUTE RESOLUTION EXHIBIT 2

A. DISPUTE RESOLUTION REPRESENTATIVE (“DRR”) PROCESS

1. The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (“Claim” or Claims”) shall, as a prerequisite to any mediation, or arbitration of the Claim, first be submitted for resolution by way of informal discussions between the designated Dispute Resolution Representatives of the Parties as set forth herein (the “DRR Process”).

2. The DRR Process shall be initiated by the party asserting the Claim serving written notice to the other party (“DRR Notice”) setting forth in detail: (i) the basis for the Claim; (ii) the effect of the Claim upon the construction of and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iii) the parties involved in the Claim, and how they are involved; (iv) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (v) efforts made to date to resolve the Claim. The DRR Notice shall be hand-delivered and e-mailed to the other party’s designated Dispute Resolution Representative.

3. The other party shall respond in writing to the DRR Notice (“DRR Response”) within five (5) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning.

4. The designated Dispute Resolution Representatives for the Parties to the Claim shall then meet within ten (10) calendar days of submission of the DRR Notice, at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

5. At any time after the first meeting required under ¶ 4 above, either party may terminate the DRR Process by written notice to the other party.

6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

7. The following individuals shall be the designated Dispute Resolution Representatives for the Parties. If no individual is designated herein for a party, that party’s representative, as set forth in the Contract Documents, shall act as that party’s designated Dispute Resolution Representative.

Owner:

Contractor/Construction Manager:

Architect:

8. If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties’ designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

B. MEDIATION

1. Any Claim not resolved through the DRR process set forth above within thirty 30 days after initiation of the DRR Process, or ten (10) calendar days after the DRR is terminated pursuant to ¶ A(5) above, whichever is longer, shall be submitted to mediation as a condition precedent to arbitration by either party.

2. The mediation shall be commenced by written demand upon the other party for mediation. The mediation shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (“AAA”) currently in effect, but not administered or conducted by the AAA. If the parties cannot agree upon a mediator within ten (10) days of the written demand, either party may submit the mediation to the AAA, the AAA shall select the mediator, and thereafter the mediation shall be administered by the AAA. The mediation shall occur within thirty (30) days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

3. The qualifications for the mediator, whether selected by the Parties or the AAA, shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

4. Each party shall provide to the other party and the mediator all of the information and documentation required under ¶¶ A(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and /or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

C. ARBITRATION

1. Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those Claims waived as provided for in the Contract Documents, shall be subject to arbitration. Prior to arbitration, the parties shall, as a necessary condition precedent, endeavor to resolve disputes through the DRR Process and mediation as set forth above.

2. The parties shall submit any Claim, not resolved through mediation pursuant to Section B above, to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administered or conducted by the AAA, which arbitration shall be held in Phoenix, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

3. If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed by this Exhibit 1, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

4. The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

5. At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

6. In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

7. The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

8. A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

9. The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

10. To the extent there are other dispute resolution provisions which apply to the Project and would be binding upon one of the parties (such as any dispute resolution provisions in any purchase agreements, or CC&R's applicable to the Project) the parties agree to participate, by joinder or otherwise, in such dispute resolution proceedings, and to be bound by the provisions thereof, to the extent the dispute or claim arises from or relates to that party's involvement, Work, Services, or Contract in relation to the Project.

11. The party filing a notice of demand for arbitration, or a counterclaim must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

12. Any award by the arbitrator shall not include any consequential or punitive damages.

13. The award entered by the arbitrator shall be a reasoned award.

14. The award entered by the arbitrator shall be final and judgment may be entered thereon in the Maricopa County, Arizona Superior Court.

EXHIBIT 3
SCOPE OF WORK
OCOTILLO ROAD AT UPRR CROSSING
TOWN OF QUEEN CREEK



Introduction/Project Description

This document describes the scope of services that AMEC Environment and Infrastructure, Inc. (hereafter called the "CONSULTANT") will provide to the Town of Queen Creek: (hereafter called the "TOWN"). The CONSULTANT will perform the duties and functions required by the TOWN to provide a complete, updated sealed set of original construction plans and specifications (construction documents) for the street improvements along Ocotillo Road. The project site is located along Ocotillo Road at the UPRR crossing east of Ellsworth Road in Queen Creek, Arizona. Project improvements will include street widening to 37 foot half width to accommodate two lanes in each direction, center turn lane, bike lanes, and sidewalks to match existing full width improvements to the west and northeast of the railroad crossing. The total design cost for these improvements is \$84,390.

The CONSULTANT previously prepared plans and cost estimate for this project in 2009 and then the project was put on hold due to funding. The project is now active and the work will include utility coordination, updating the plans and cost estimate; revising the proposed conduit crossing; adding a new waterline crossing, and UPRR/ACC coordination.

Scope of Services

This section provides a summary of the CONSULTANT's scope of services and assumptions in developing the fee proposal.

1. Project Management & Meetings

1.1. Project Management

The CONSULTANT will provide management and maintenance of the design schedule, records, correspondence and communication with TOWN staff. The project management effort is based on estimated project duration of twelve (12) months to obtain UPRR and ACC approvals.

The CONSULTANT will prepare monthly invoices and progress reports and perform regular budget and schedule monitoring.

The CONSULTANT will coordinate with TOWN representatives and other project stakeholders including responding to e-mails and phone calls.

EXHIBIT 3
SCOPE OF WORK
OCOTILLO ROAD AT UPRR CROSSING
TOWN OF QUEEN CREEK



1.2. Progress Meetings

Progress meetings will be held during the course of the project to coordinate project issues. It is estimated that eight (8) meetings will be required. The CONSULTANT anticipates two (2) people attending each of the progress meetings.

The CONSULTANT will prepare and distribute meeting notes for each Progress Meeting after each meeting, including Action Items to be reviewed and updated at each Progress Meeting.

Deliverables:

- Project schedule and updates
- Monthly invoices
- Progress meeting notes (8 meetings)

2. Utility Coordination

2.1. Utility Coordination

The CONSULTANT will be responsible for coordinating with utility companies (i.e. water, sewer, cable TV, electric, gas, and telephone) in the area to assemble current information regarding the locations and sizes of existing utilities along the limits of the project corridor. New utility mapping will be obtained and this information will be updated on the plans and will be confirmed through a site walk. This information will be used to mitigate impacts with the utilities or to facilitate their relocation. The CONSULTANT will coordinate with the utility companies to discuss their plans to upgrade, replace or enhance their facilities prior to or as a part of the construction project. The CONSULTANT will be responsible for providing each of the utility companies a set of complete plans at completion of the 95%, and 100% levels and will secure written responses from each of the involved utilities at each of levels to confirm whether conflicts and relocations will be necessary.

2.2. Utility Coordination Meetings

The CONSULTANT will facilitate utility coordination meetings at each submittal (95% and 100%) and one additional for a total of three (3) meetings, and provide a strip map showing proposed improvements and utility conflicts if they occur. The CONSULTANT anticipates these meetings will be held either prior to or immediately after regularly scheduled progress meetings.

Deliverables:

- Utility submittals at 95% and 100%
- Utility meeting notes (3 meetings)
- Utility responses

EXHIBIT 3
SCOPE OF WORK
 OCOTILLO ROAD AT UPRR CROSSING
 TOWN OF QUEEN CREEK



3. Plans, Specifications & Opinion of Probable Costs

The CONSULTANT will update previously prepared plans sheets from 2009 and produce the construction drawings, technical specifications, and opinion of probable construction costs for the contract documents. The Plans, Specifications and Opinion of Probable Costs will be prepared in accordance with Town standards.

For all submittals, the CONSULTANT will provide the following to the TOWN: one (1) .pdf copy of plan sets. The 100% plans will be provided on reproducible bond paper. The CONSULTANT will also provide the TOWN one (1) electronic copy of each of the following for each submittal: Technical Specifications and Opinion of Probable Costs.

The following matrix includes the number of sheets and the type of sheets anticipated:
 P = Preliminary, F = Final, S = Sealed

Sheet	95% PS&E	100% PS&E
Cover Sheet (1 sheet) – update sheet	F	S
General Notes (1 sheet) – update sheet	F	S
Typical Sections and Details (1 sheet) – update sheet	F	S
Plan and Profile Sheets (5 sheets) – update sheets	F	S
Signing and Striping Sheet (1 sheet) – update sheet	F	S
Water Line and Profile Sheet (2 sheets) – new sheets, task 4	F	S
Water Line Details (1 sheet) – new sheet, task 4	F	S
Specifications	P	S
Opinion of Probable Costs	F	S

3.1. 95% Plans, Specifications, and Opinion of Probable Costs

The CONSULTANT will update existing sheets prepared in 2009 incorporating new standards and requirements, revising duct bank layout, and adding water line plans. The resulting set of plans will be submitted to the TOWN and affected utility companies as a pre-final design that will be reviewed by the TOWN and utility companies for any final comments.

Technical specifications will be prepared for all construction elements not adequately described by the referenced standard specifications.

Upon completion of TOWN review of the 95% plans, a meeting will be held between the TOWN and the CONSULTANT to discuss any revisions or additional work indicated for the 100% final bid documents prior to commencing preparation of final bid documents.

EXHIBIT 3
SCOPE OF WORK
OCOTILLO ROAD AT UPRR CROSSING
TOWN OF QUEEN CREEK



3.2. 100% Plans, Specifications, and Opinion of Probable Costs

The final plans will be prepared incorporating TOWN comments made during review of the 95% submittal. The CONSULTANT will assemble complete contract documents including plans and technical specifications. An electronic copy of TOWN standard technical specifications will be provided by the TOWN.

An electronic copy of the specifications (MS Word), bid schedule (MS Excel), and opinion of probable construction cost (MS Excel) will be submitted.

Deliverables:

- 95% Plans, Specifications and Estimate
- 100% Plans, Specifications and Estimate

4. Water Line Design & Permitting (Optional Task as Directed by the Town)

This task is optional and will be included at the direction of the TOWN.

4.1. Plans, Specifications, and Opinion of Probable Costs

As outlined in Task 3, the CONSULTANT will prepare water line plan, profile, and detail sheets for extending a 12 inch line from the end of the existing line (approx sta 58+00) on the north side of Ocotillo Road under the tracks with a new casing meeting UPRR requirements and connecting to an existing line (approx sta 65+00). Existing water line as-builts will be provided by the TOWN. Plans, specifications and estimates will be submitted with the remainder of the plans at 95% and 100%.

4.2. MCESD Approvals

The CONSULTANT will prepare and submit the plans and permit applications for plan approval, approval to construct, and approval of construction from the Maricopa County Environmental Services Department (MCESD). Permit fees are included in the CONSULTANT estimate.

5. UPRR & ACC Coordination

The CONSULTANT will coordinate the project improvements with UPRR and ACC representatives. Coordination will include 95% design update and site visit with UPRR and ACC to restart the project with UPRR and ACC and discuss requirements to accommodate construction of the project. In addition, plans will be provided to UPRR and ACC for review/approval at 95% and 100% levels of completion. UPRR and ACC will be invited to 95% and 100% comment resolution meetings with the Town. New railroad signals, gates, and track improvements including track panels will be designed and constructed by UPRR.

EXHIBIT 3
SCOPE OF WORK
OCOTILLO ROAD AT UPRR CROSSING
TOWN OF QUEEN CREEK



Other coordination with the UPRR and ACC will be by phone and e-mail. The CONSULTANT will assist the Town in the railroad permitting process by preparing technical documents including a letter and exhibit describing the proposed improvements.


An allowance is included for this task to be invoiced on a time and materials basis.

EXHIBIT 3
SCOPE OF WORK
OCOTILLO ROAD AT UPRR CROSSING
TOWN OF QUEEN CREEK



Schedule

Task	Estimated Completion Date
Notice to Proceed (NTP)	TBD
95% Plans, Specifications & Estimates	6 weeks after NTP
Final Plans, Specifications & Estimates	4 weeks after 95% Comments Resolution
UPRR/ACC Coordination	Estimated at 12 months from NTP

FEE ESTIMATE								
Project Name:	Ocotillo Road at UPRR Crossing							
Client:	Town of Queen Creek							
Date:	3/7/2013							
Prepared by:	Dick Yano							
Reviewed by:	Jeff Wesanen							
Task No.	Task Description	Task Hours Estimated	Sr. Project Manager	Project Engineer	Designer	CADD Tech	Admin/ Clerical	TASK TOTAL
			\$195 HR	\$150 HR	\$100 HR	\$90 HR	\$80 HR	
1.0	Project Management & Meetings							
1.1	Project Management	78	52				26	\$12,220
1.2	Progress Meetings	72	40	32				\$12,600
2.0	Utility Coordination							
2.1	Utility Coordination	52		26	26			\$6,500
2.2	Utility Coordination Meetings	12	6	6				\$2,070
3.0	Plans, Specifications & Opinion of Probable Costs							
3.1	95% Plans, Specifications & Opinion of Probable Costs	118	6	32	40	40		\$13,570
3.2	100% Plans, Specifications & Opinion of Probable Costs	60	4	16	20	20		\$6,980
	Base Expenses							
	Mileage (75 miles RT x 8 x \$0.55)							\$330
	Reproduction							\$200
	Base Lump Sum Amount							\$54,470
4.0	Water Line Design & Permitting (Optional Task)							
4.1	Plans, Specifications & Opinion of Probable Costs	90	8	22	30	30		\$10,560
4.2	MCESD Approvals	28		16		12		\$3,480
	MCESD Permit Fees							\$600
	Optional Lump Sum Amount							\$14,640
5.0	UPRR & ACC Coordination							
	Total Time & Materials Allowance							\$15,280
	Total Hours & Cost	614	148	190	132	118	26	\$84,390.00

Requesting Department:

Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: CHRIS ANARADIAN, DEVELOPMENT SERVICES DIRECTOR;
CHRIS DOVEL, TOWN ENGINEER; MARC PALICHUK,
ENGINEER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE "FINAL
PLAT" FOR CIELO NOCHE. A REQUEST BY K. HOVNIANIAN
HOMES OF ARIZONA, LLC.**

DATE: MARCH 20, 2013

Staff Recommendation:

Staff recommends approval of the "Final Plat" for Cielo Noche. A request by K. Hovnianian Homes of Arizona, LLC.

Relevant Council Goal(s):

General Plan – Land Use Element - Goal Number 3:
Develop Superior Residential Neighborhoods

Town of Queen Creek Corporate Strategic Plan - Key Result Area 1 - Objective 1
Monitor, time, and sequence the Town's Capital Improvement Program (CIP) so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.

Proposed Motion:

Move to approve the "Final Plat" for Cielo Noche. A request by K. Hovnianian Homes of Arizona, LLC.

History:

- June 4, 1997: Town Council approved Ordinance 106-97 rezoning of the Emperor Estates Planned Area Development.
- November 1, 2000: Town Council approved the Preliminary Plat for Emperor Estates, an 865 lot subdivision on 292 acres.

September 12, 2012: Planning Commission recommended approval of rezoning, and preliminary plat for Cielo Noche.

October 3, 2012: Town Council approved the preliminary plat, rezoning, and Ordinance 519-12 for Cielo Noche.

Discussion:

The applicant is requesting approval of a Final Plat for a 164 lot single-family residential subdivision on approximately 63 acres located at the southwest corner of Queen Creek and Hawes roads. The property is a Planned Area Development with an underlying R1-7 zoning designation. The subdivision has a density of 2.6 homes per acre which is consistent with the General Plan Land Use Map which established Medium Density Residential that allows a range of 0-3 DU/AC. The subdivision is to be a privately owned gated community with 2 access points onto Queen Creek Road. The offsite street improvements for Queen Creek Road will be constructed simultaneously with the onsite improvements. The Town will collect a cash-in-lieu payment prior to recording of the Final Plat to cover the cost of the future construction of Hawes Road improvements.

Remaining Items required prior to recording of the Final Plat:

1. Covenants, Conditions, and Restrictions (C,C,&R's) for Cielo Noche shall be recorded prior to recording of the Final Plat.
2. Cielo Noche Community Association Ratification shall be signed by the community association representative prior to recording of the Final Plat.
3. Onsite and offsite construction assurance shall be deposited with the Town prior to recording of the Final Plat.

Fiscal Impact:

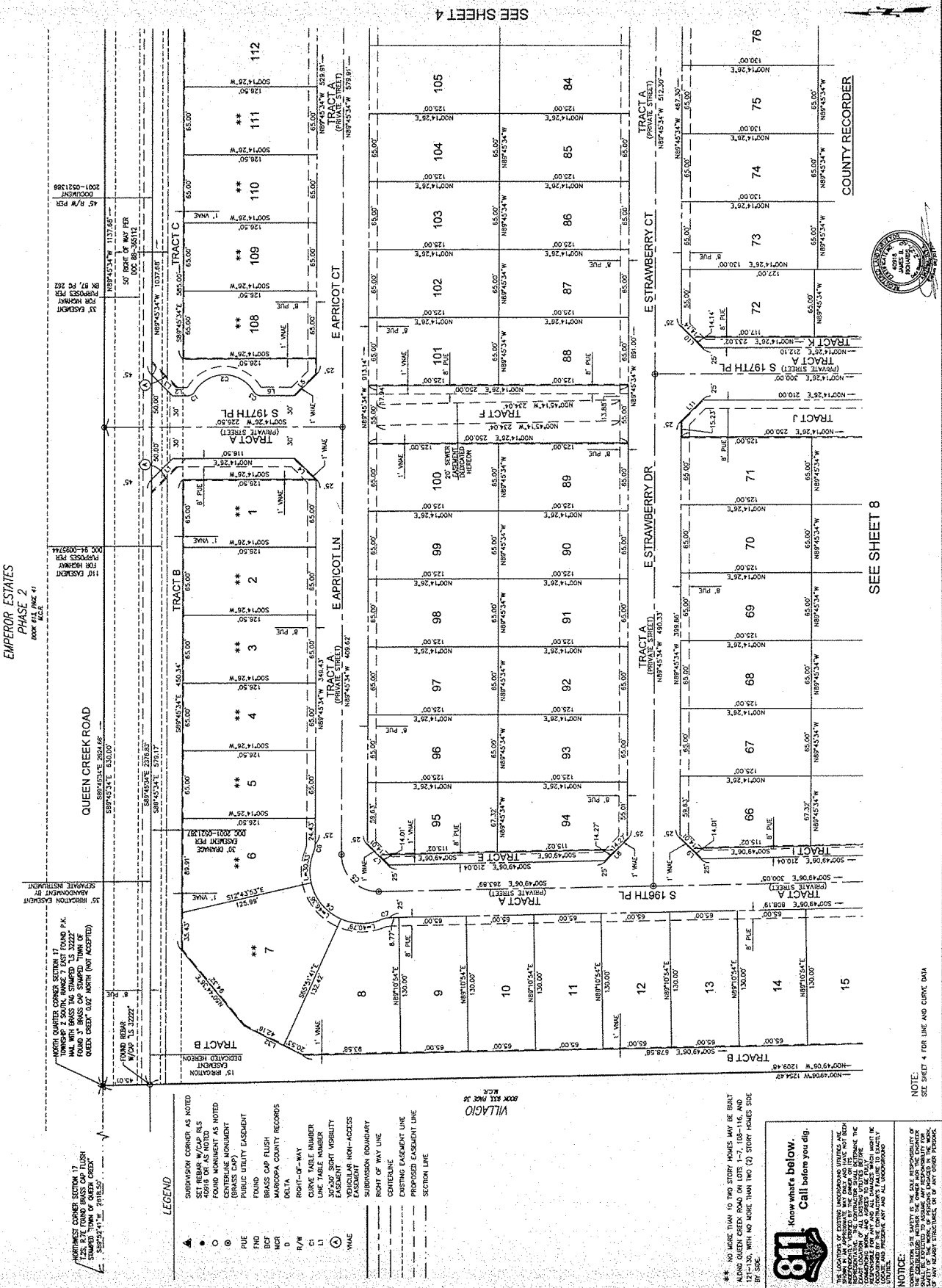
The Town will receive building permit fees for all homes that develop within the 164 lot subdivision. The Owner (K. Hovnanian Homes of Arizona) will complete offsite roadway improvements for Queen Creek Road that will require future maintenance costs by the Town. The onsite roadways will be privately owned and not the responsibility of the Town to maintain.

Alternatives:

Not to accept the "Final Plat for Cielo Noche". If the Town does not accept the Final Plat, the subdivision will not be developed at this time and the Town will not collect building permit fees.

Attachments:

Final Plat



EMPEROR ESTATES
PHASE 2
 BOOK 511 PAGE 41

LEGEND

- ▲ SUBDIVISION CORNER AS NOTED
- SET REBAR W/ CAP R/L
- 10/16 OR AS NOTED
- CONCRETE MONUMENT
- CONCRETE MONUMENT (BRASS CAP)
- PUBLIC UTILITY EASEMENT
- FOUND
- BRASS CAP FLUSH
- BRASS CAP
- SOLA
- RIGHT-OF-WAY
- 30'x30' SURT. MONUMENT
- EASEMENT
- VEHICULAR ROW-ACCESS
- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION LINE

VILLAGIO
 BOOK 511 PAGE 30

NO MORE THAN TWO STORY HOMES MAY BE BUILT ALONG QUEEN CREEK ROAD ON LOTS 1-7, 108-116, AND 117-120 WITH NO MORE THAN TWO (2) STORY HOMES SIDE BY SIDE.

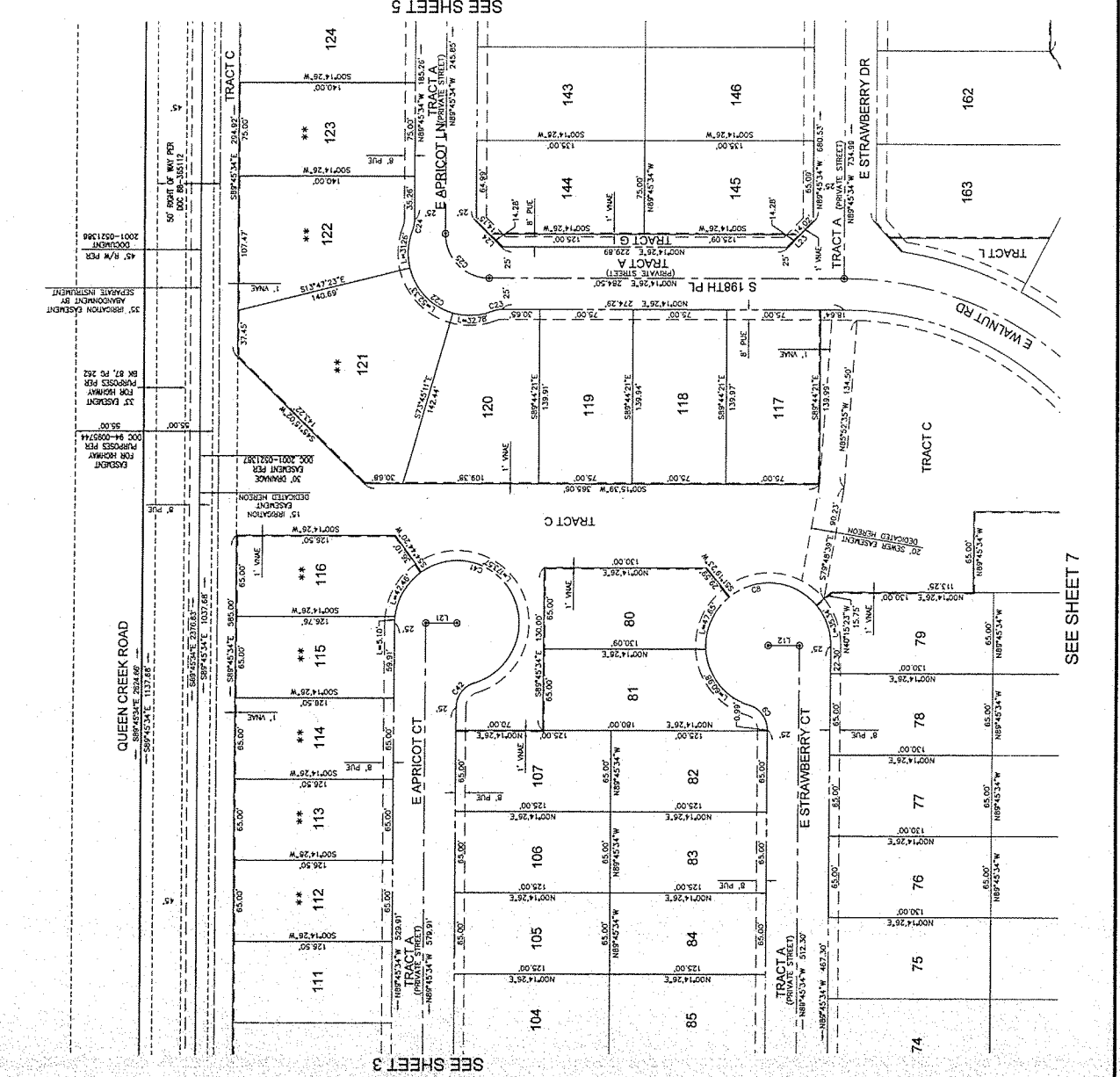


NOTICE: THE COUNTY OF COCONINO, ARIZONA, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE ARIZONA SUBDIVISION ACT. THE COUNTY OF COCONINO, ARIZONA, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE ARIZONA SUBDIVISION ACT.

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	116.36	50.00	132°09'21"	115.93
C2	68.07	35.50	127°00'00"	56.29
C3	7.85	7.50	69°00'00"	4.33
C4	117.49	50.00	134°37'57"	116.62
C5	98.42	35.50	117°03'32"	96.16
C6	7.81	7.50	69°00'00"	4.33
C7	68.07	35.50	127°00'00"	56.29
C8	7.81	7.50	69°00'00"	4.33
C9	221.13	50.00	132°31'31"	193.07
C10	115.64	50.00	132°30'53"	113.67
C11	7.81	7.50	69°00'00"	4.33
C12	7.81	7.50	69°00'00"	4.33
C13	55.11	35.50	88°58'28"	34.85
C14	55.11	35.50	88°58'28"	34.85
C15	116.36	50.00	132°34'25"	116.36
C16	7.81	7.50	69°00'00"	4.33
C17	7.81	7.50	69°00'00"	4.33
C18	107.33	125.00	57°01'33"	55.89
C19	107.33	125.00	57°01'33"	55.70
C20	428.56	301.50	87°26'33"	289.53
C21	385.06	251.50	87°03'00"	251.50

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	116.36	50.00	132°09'21"	115.93
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C17	7.81	7.50	69°00'00"	4.33
C18	107.33	125.00	57°01'33"	55.89
C19	107.33	125.00	57°01'33"	55.70
C20	428.56	301.50	87°26'33"	289.53
C21	385.06	251.50	87°03'00"	251.50

LINE #	BEARING	LENGTH
L1	N44°45'34"W	28.28
L2	S71°42'57"W	14.88
L3	S71°42'57"W	14.88
L4	S45°14'20"W	28.28
L5	S44°45'33"E	28.28
L6	S44°45'33"E	28.28
L7	S44°45'33"E	28.28
L8	N57°42'40"E	28.54
L9	N57°42'40"E	28.54
L10	N57°42'40"E	28.54
L11	N57°42'40"E	28.54
L12	S71°42'57"W	28.54
L13	N57°42'40"E	28.54
L14	N57°42'40"E	28.54
L15	N57°42'40"E	28.54
L16	N57°42'40"E	28.54
L17	N57°42'40"E	28.54
L18	N57°42'40"E	28.54
L19	N57°42'40"E	28.54
L20	N57°42'40"E	28.54
L21	N57°42'40"E	28.54
L22	N57°42'40"E	28.54
L23	N57°42'40"E	28.54
L24	N57°42'40"E	28.54
L25	N57°42'40"E	28.54
L26	N57°42'40"E	28.54
L27	S71°42'57"W	15.00
L28	S45°14'20"W	28.28
L29	S45°14'20"W	28.28
L30	S45°14'20"W	28.28
L31	N46°48'30"E	28.28
L32	N27°00'58"E	62.89



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 DENVER, COLORADO 80233
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 FAX: 303.751.1001
 WWW.ATWELL.COM

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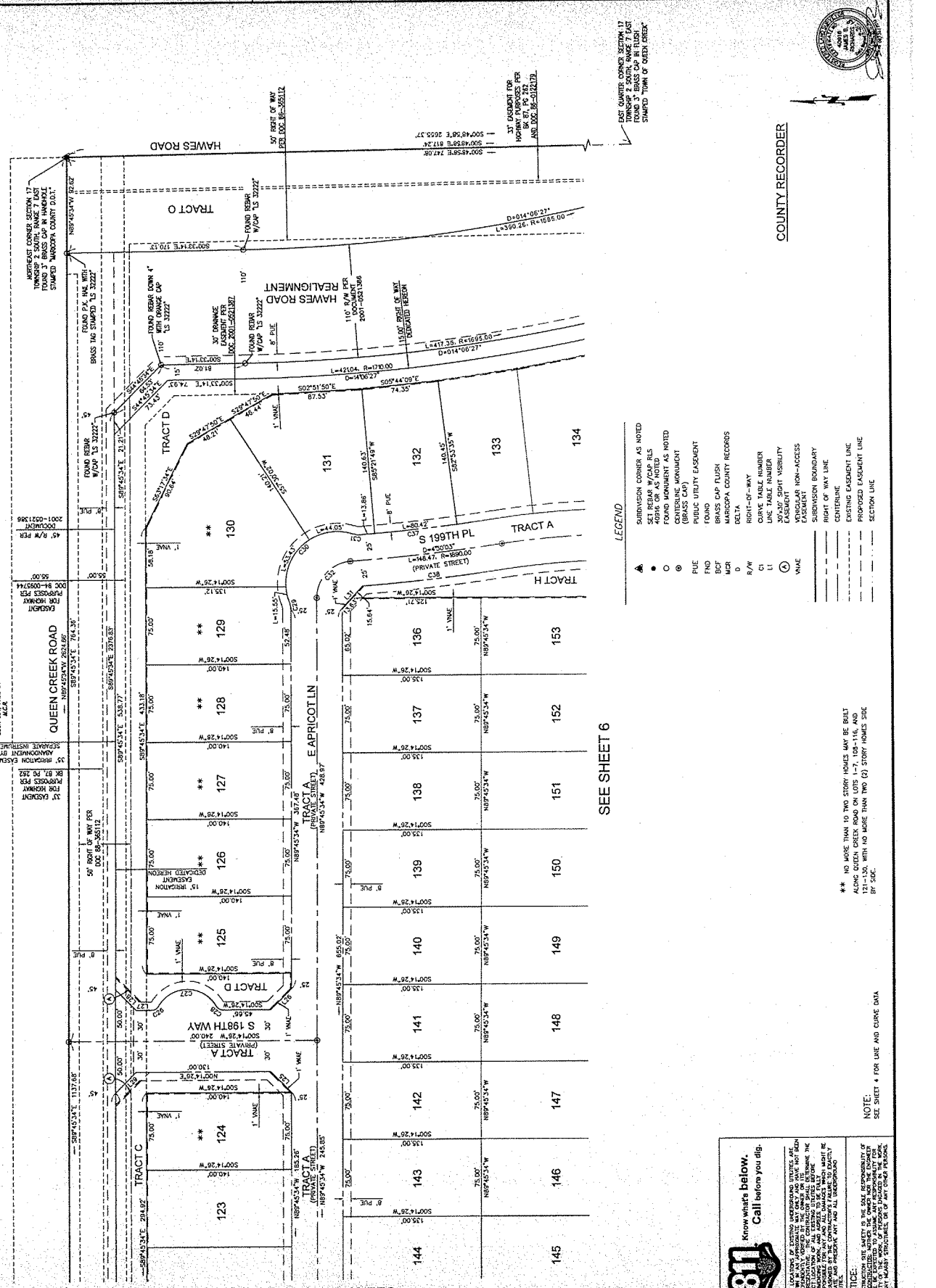
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EMPEROR ESTATES
PHASE 3
SEE SHEET 4



SEE SHEET 4

SEE SHEET 6

ATWELL
 LAND DEVELOPMENT & SURVEY
 1100 S. 110TH ST., SUITE 100
 TULSA, OKLAHOMA 74116
 PHONE: 918.436.2000
 FAX: 918.436.2001
 WWW.ATWELLSURV.COM

COUNTY:	MARICOPA
SECTION:	17
TOWNSHIP:	2 SOUTH
RANGE:	7 EAST

FINAL PLAT
 CIELO NOCHE
 GREEN CREEK ROAD AND HAWES ROAD
 PROJECT
 JANUARY 2013

ATWELL
 COUNTY RECORDER
 TULSA COUNTY, OKLAHOMA
 DEPT. 10
 1000 EAST 17TH AVENUE
 TULSA, OKLAHOMA 74106
 PHONE: 918.581.1212

LEGEND

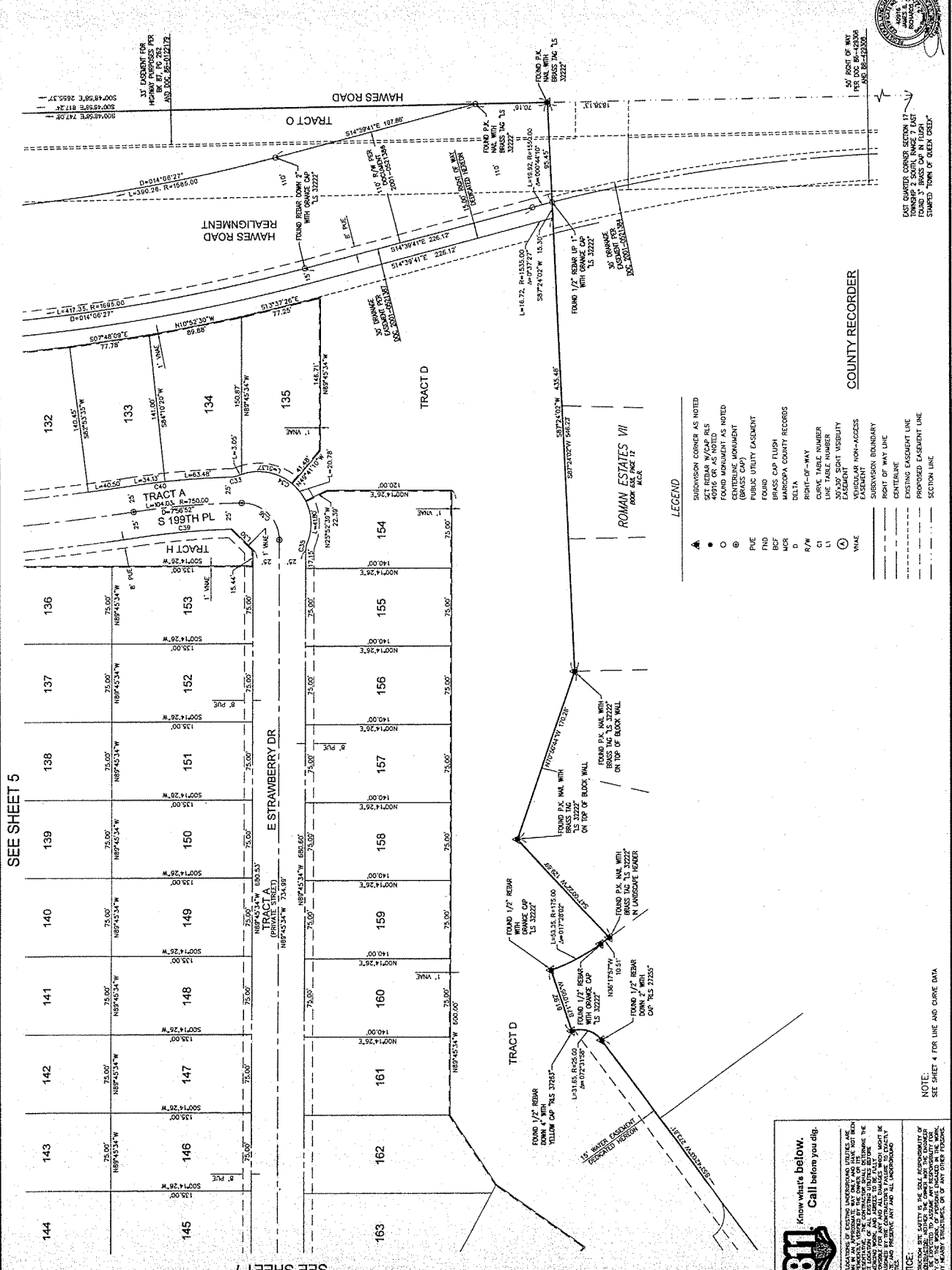
- SUBDIVISION CORNER AS NOTED
- 5/8" IRON WOOD PILE
- 1" IRON WOOD PILE
- FOUND MONUMENT AS NOTED
- CENTERLINE MONUMENT (BRASS CAP)
- FOUND CONCRETE PILE
- FOUND BRASS CAP
- PUBLIC UTILITY EASEMENT
- PUE
- FND
- BCF
- DET
- D
- R/W
- CH
- LI
- 1" W/VE
- W/VE
- EXISTING EASEMENT LINE
- CENTERLINE
- PROPOSED EASEMENT LINE
- SECTION LINE

NOTICE:
 SEE SHEET 4 FOR LINE AND CURVE DATA

** NO HOME SHALL BE BUILT IN THIS SECTION UNLESS THE HOME IS BUILT ALONG THE EASEMENT OR ON LOTS 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, WITH NO MORE THAN TWO (2) STORY HOMES SIZING BY SEC.

811
 Know what's below.
 Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS NOT GUARANTEED BY ANY AGENCY. THE USER OF THIS SERVICE SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES BEFORE ANY DIGGING. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES. THE USER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR OTHER PROPERTY CAUSED BY ANY OTHER PERSONS.



SEE SHEET 5

SEE SHEET 7

COUNTY RECORDER

- LEGEND**
- ▲ SUBDIVISION CORNER AS NOTED
 - SET REBAR W/CAP PLS 40516 OR AS NOTED
 - FOUND MONUMENT AS NOTED
 - ⊙ CENTERLINE MONUMENT
 - ⊕ PUBLIC UTILITY EASEMENT
 - ⊖ FOUND
 - ⊗ BRASS CAP FLUSH
 - ⊘ M/C/R
 - ⊙ DELTA
 - ⊙ R/W
 - ⊙ C/I
 - ⊙ L/L
 - ⊙ VEHICLE NON-ACCESS EASEMENT
 - ⊙ SUBDIVISION BOUNDARY
 - ⊙ RIGHT-OF-WAY
 - ⊙ CONTINUE EXISTING LINE
 - ⊙ EXISTING EXHIBIT LINE
 - ⊙ PROPOSED EXHIBIT LINE
 - ⊙ SECTION LINE

NOTE:
 SEE SHEET 4 FOR LINE AND CURVE DATA

811
 Know what's below.
 Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THIS PLAN AND HAVE NOT BEEN VERIFIED BY ANY ONE AND HAVE NOT BEEN EXCAVATED OR TESTED IN THE FIELD. THE EXISTENCE OF ALL UTILITIES IS UNDETERMINED. IT IS THE RESPONSIBILITY OF ANY AND ALL CONTRACTORS TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION. CONTRACTORS SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY ANY AND ALL EXCAVATION WORK. CONTRACTORS SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY ANY AND ALL EXCAVATION WORK.

NOTICE: THE OWNER IS THE SOLE RESPONSIBLE PARTY FOR THE ACCURACY OF THE DATA AND THE OWNER'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION. THE OWNER'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION. THE OWNER'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION.

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14000 W. UNIVERSITY AVENUE, SUITE 300
DENVER, COLORADO 80202
TEL: (303) 440-9999
FAX: (303) 440-1833
WWW.ATWELL.COM

Land Development & Real Estate
Project & Survey
Transactions
Engineering & Inspection
Environmental & Soil Water
Water & Sewer Systems
Water & Natural Resources

DATE	JANUARY 2015
PROJECT	CIENLA NOCHE
OWNER	TOWN OF DENVER, COLORADO
SECTION	TOWNSHIP 2 SOUTH
RANGE	RANGE 7 EAST
COUNTY	MARICOPA

FINAL PLAN

CIENLA NOCHE

ATWELL

SCALE: 1" = 40 FEET

DATE: JANUARY 2015

PROJECT: CIENLA NOCHE

OWNER: TOWN OF DENVER, COLORADO

SECTION: TOWNSHIP 2 SOUTH

RANGE: RANGE 7 EAST

COUNTY: MARICOPA

DATE: JANUARY 2015

PROJECT: CIENLA NOCHE

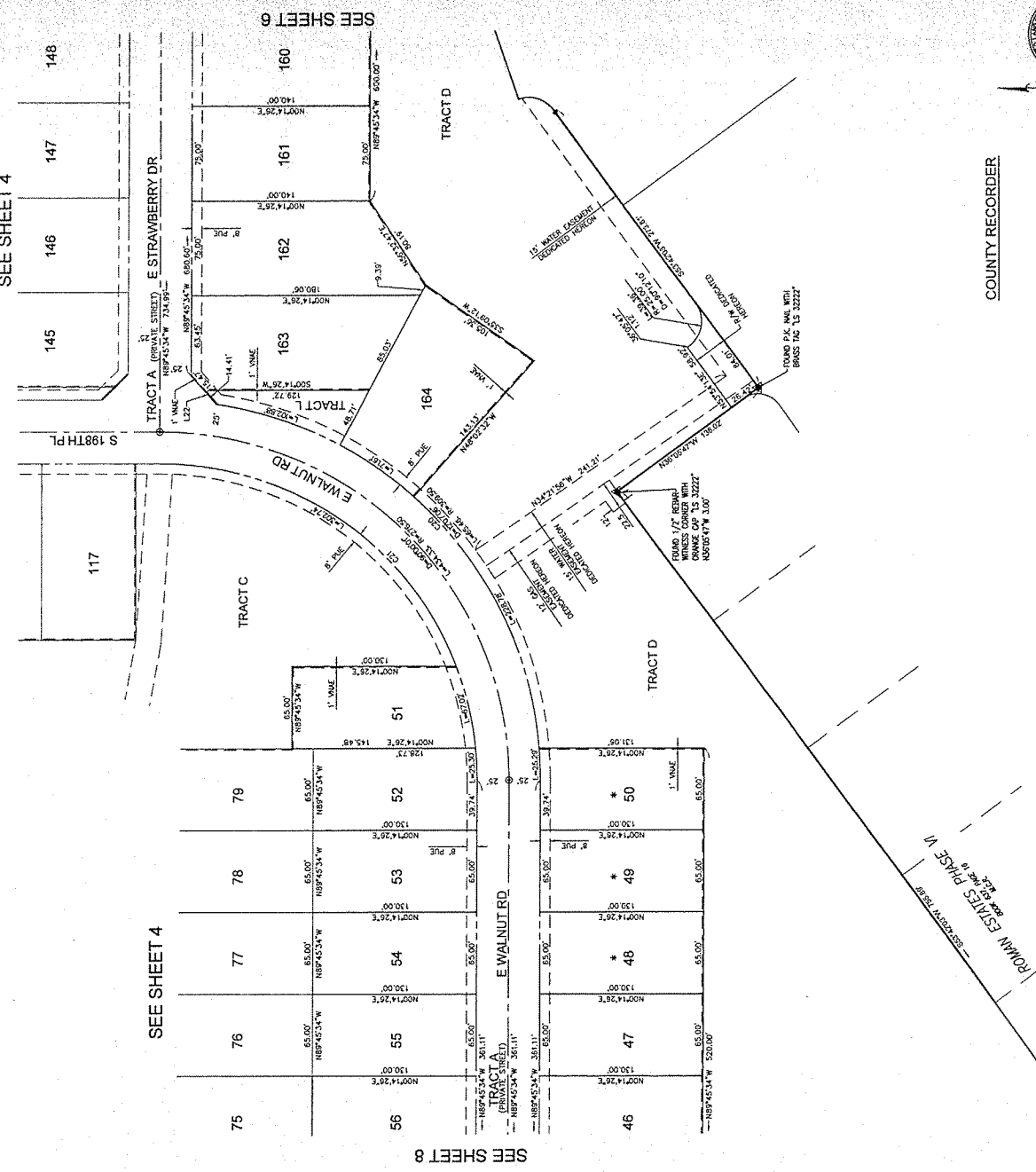
OWNER: TOWN OF DENVER, COLORADO

SECTION: TOWNSHIP 2 SOUTH

RANGE: RANGE 7 EAST

COUNTY: MARICOPA

7 OF 8



COUNTY RECORDER



ROMAN ESTATE, PHASE IV

SECTION 26

1/23/15

SEE SHEET 4

SEE SHEET 4

SEE SHEET 6

SEE SHEET 8

- LEGEND**
- ▲ SUBDIVISION CORNER AS NOTED
 - FOUND MONUMENT AS NOTED
 - FOUND MONUMENT AS NOTED
 - FOUND MONUMENT AS NOTED
 - CENTERLINE MONUMENT
 - BRASS CAP
 - PUBLIC UTILITY EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - FUG BRASS CAP FLUSH
 - BEC BRASS CAP
 - MCR MARICOPA COUNTY RECORDS
 - D DELTA
 - R/W RIGHT-OF-WAY
 - C1 CURVE TABLE NUMBER
 - L1 LINE TABLE NUMBER
 - L2 LINE TABLE NUMBER
 - (A) FACILITY VISIBILITY
 - WALK VEHICULAR NON-ACCESS EASEMENT
 - SUBDIVISION BOUNDARY
 - RIGHT OF WAY LINE
 - CENTERLINE
 - EXISTING EASEMENT LINE
 - PROPOSED EASEMENT LINE
 - SECTION LINE

* SINGLE STORY HOMES ONLY TO BE BUILT ON LOTS 20 AND 48-50.

811

Know what's below.
Call before you dig.

NOTE:
SEE SHEET 4 FOR LINE AND CURVE DATA

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PUBLIC UTILITIES AND PROTECT ANY AND ALL UNDERGROUND UTILITIES AND SERVICES AT ALL TIMES.

ATWELL
 Land Development & Survey
 1811 S. ALUMINUM AVENUE
 TOLSON, ARIZONA 85123
 (520) 893-1111
 www.atwell.com

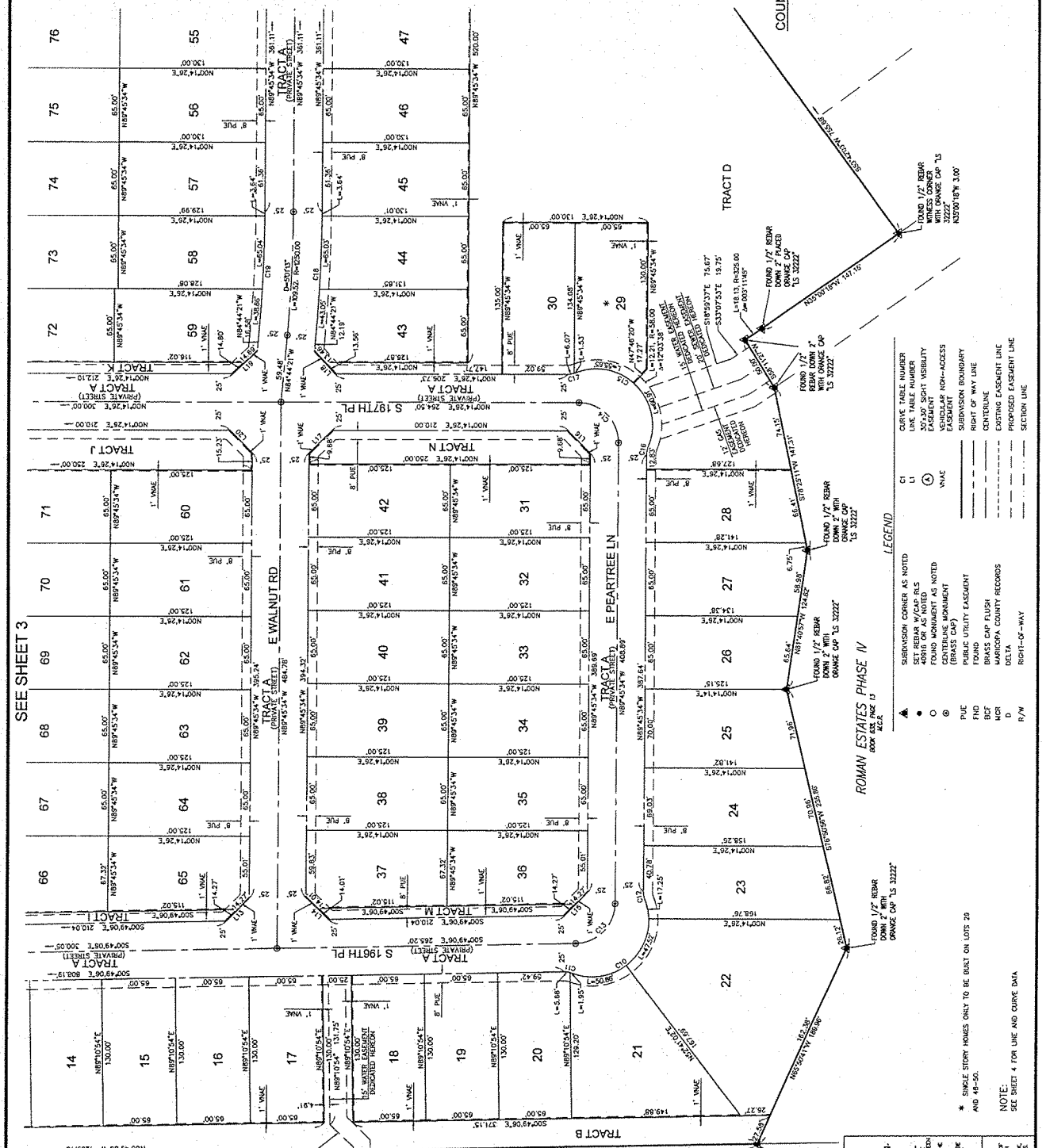


PROJECT	FINAL PLAT
TOWNSHIP	2 SOUTH
RANGE	7 EAST
SECTION	17

CITY OF GLEN CREEK, ARIZONA
 QUEEN CREEK ROAD AND WALKS ROAD
 CIELO NOCHE
 PROJECT
 JANUARY 2013

ATWELL
 Survey
 Scale: 1" = 40' SEE PLAN
 Project: 1811 S. ALUMINUM AVENUE
 Tolson, Arizona
 85123
 1:2000243

SEE SHEET 7



COUNTY RECORDER



- LEGEND**
- | | |
|----|--|
| C1 | SUBVISION CORNER AS NOTED |
| LI | LIKE TABLE NUMBER |
| ○ | 30'x30' SORT VISIBILITY EASEMENT |
| ⊕ | 30'x30' SORT VISIBILITY EASEMENT HIGH-ACCESS |
| ⊗ | FOUND MONUMENT AS NOTED |
| ⊙ | CENTRINE MONUMENT |
| ⊚ | POLE (SEE CAP) |
| ⊛ | FOUND UTILITY EASEMENT |
| ⊜ | FOUND UTILITY EASEMENT |
| ⊝ | FOUND UTILITY EASEMENT |
| ⊞ | FOUND UTILITY EASEMENT |
| ⊠ | FOUND UTILITY EASEMENT |
| ⊡ | FOUND UTILITY EASEMENT |
| ⊣ | FOUND UTILITY EASEMENT |
| ⊥ | FOUND UTILITY EASEMENT |
| ⊦ | FOUND UTILITY EASEMENT |
| ⊧ | FOUND UTILITY EASEMENT |
| ⊩ | FOUND UTILITY EASEMENT |
| ⊫ | FOUND UTILITY EASEMENT |
| ⊭ | FOUND UTILITY EASEMENT |
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NOTE: SINGLE STORY HOMES ONLY TO BE BUILT ON LOTS 29 AND 48-50.

NOTE: SEC SHEET 4 FOR LINE AND CURVE DATA

811

Know what's below.
 Call before you dig.

The locations of existing underground utilities, size, depth, and other pertinent information are shown on this plat. It is the responsibility of the contractor to verify the location of all utilities and to call 811 before any excavation work is performed. The contractor shall be held responsible for any damage to existing utilities. The contractor shall also be held responsible for any injury to persons or property resulting from any excavation work. All excavations shall be backfilled and compacted to meet or exceed all applicable local, state, and federal requirements. The contractor shall also be held responsible for any damage to existing utilities. The contractor shall also be held responsible for any injury to persons or property resulting from any excavation work. All excavations shall be backfilled and compacted to meet or exceed all applicable local, state, and federal requirements.

SEE SHEET 3

Requesting Department:

Development Services



TO: TOWN COUNCIL

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

FROM: GAIL BARNEY, MAYOR

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE
APPOINTMENT OF ALAN TURLEY TO THE PLANNING AND
ZONING COMMISSION**

DATE: MARCH 20, 2013

Recommendation:

It is the Mayor's recommendation to appoint Alan Turley to the Planning and Zoning Commission to fill a position vacated by the resignation of Debbie Reyes, with the term ending August 31, 2015.

Relevant Council Goal(s):

Town of Queen creek Corporate Strategic Plan – Key Result Area 2 Community Involvement – Goal 2:

- *Enhance opportunities for resident participation in Town decision-making.*

Proposed Motion:

Move to appoint Alan Turley to the Planning and Zoning Commission for a two-year term, beginning March 13, 2013 and ending August 31, 2015.

Discussion:

A vacancy on the Planning and Zoning Commission was created with the resignation of Debbie Reyes on January 2, 2013. Alan Turley is a local architect who currently serves on the Transportation Advisory Committee. Mr. Turley has submitted a Notice of Interest to be considered to fill the vacancy. Mr. Turley's Notice of Interest form is attached.

Fiscal Impact:

There is no fiscal impact associated with making appointments to the Planning and Zoning Commission.

Alternatives:

The Town Council could choose not to appoint Alan Turley to the Planning and Zoning Commission. The Council may also propose alternative appointments or request additional information on other possible candidates for appointment.

Attachments:

1. Planning and Zoning Commissioner list (current and proposed)
2. Notice of Interest form for Alan Turley

**PLANNING AND ZONING COMMISSION
Current Commissioner List**

	<u>TERM EXPIRES</u>
COMMISSIONER – Vacant	August 31, 2015
COMMISSIONER – Gregory Arrington	August 31, 2013
COMMISSIONER - Steve Ingram (Vice Chair)	August 31, 2015
COMMISSIONER – Alexander Matheson	August 31, 2013
COMMISSIONER – Ryan Nichols	August 31, 2013
COMMISSIONER – Kyle Robinson	August 31, 2013
COMMISSIONER - Steve Sossaman (Chair)	August 31, 2015

Proposed Commissioner List

	<u>TERM EXPIRES</u>
*COMMISSIONER – Alan Turley	August 31, 2015
*COMMISSIONER – Gregory Arrington	August 31, 2013
COMMISSIONER - Steve Ingram (Vice Chair)	August 31, 2015
COMMISSIONER – Alexander Matheson	August 31, 2013
**COMMISSIONER – Ryan Nichols	August 31, 2013
COMMISSIONER – Kyle Robinson	August 31, 2013
COMMISSIONER - Steve Sossaman (Chair)	August 31, 2015

* - Currently serves on Transportation Advisory Committee (TAC)

** - Currently serves as TAC Chairman



Rec'd June 4, 2012

Received JUN 05 2012

Town of Queen Creek Notice of Interest

Town of Queen Creek

The Town of Queen Creek depends on its citizens to help advance the community toward its goals. Residents can participate in local decision-making by serving on volunteer boards, commissions, committees and task forces. In most cases, volunteer members act in an advisory capacity making recommendations to the Town Council.

Appointments are made by approval of the Town Council. If you would like to be considered for an appointment, complete this form, attach a resume or letter about yourself and return all documents to:

Town of Queen Creek
Town Clerk's Office
22350 S. Ellsworth Road
Queen Creek, AZ 85142
Fax: 480-358-3001

Please type or print

Application Date: 24 MAY 2012

Name: WALLACE ALAN TURLEY
First Middle Last

Home Address: 2188 E. BONANZA WAY QUEEN CREEK, AZ 85142

Mailing Address (if different from home address): _____

Occupation: ARCHITECT

Home Telephone: _____ Work Telephone: _____

Best Time to Call: 8-5 M-Th, PM on F a.m. or p.m.

Home Fax: _____ Work Fax: _____

E-Mail Address: alan.turley@gmail.com

How long have you lived in Queen Creek? DEC 2011

Are you a registered voter? Yes No

Do you live within the Town's incorporated limits? Yes No

Have you participated in the Queen Creek Citizen Leadership Institute? Yes No

If yes, did you graduate? Yes No

Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

- MARICOPA COUNTY DEPT OF TRANSPORTATION CITIZEN'S AUXILIARY BOARD 5 YRS
- " " ZONING BOARD OF ADJUSTMENT 3 YRS
- TOWN OF GILBERT DESIGN REVIEW BOARD 3 YRS
- CITY OF MESA ELECTRICAL BOARD 2 YRS

I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

- Board of Adjustment
- 3 Economic Development Commission
- Parks and Recreation Advisory Board
- 1 Planning and Zoning Commission
- Town Center Committee
- 2 Transportation Advisory Committee
- Other _____

*Note: Some citizen committees might be full at this time; indicated interest does not guarantee an appointment.

Please describe why you would like to serve on this board, committee, commission, etc.

MY PROFESSION AS AN ARCHITECT HAS REQUIRED MANY COUNCIL, BOARD, AND COMMISSION PRESENTATIONS. I AM VERY FAMILIAR WITH PROCEDURES, ISSUES, AND CONCERNS OF PUBLIC AGENCIES

Please describe special knowledge or expertise you have that would benefit the Town.

IF I HAVE EXPERIENCE OR SKILLS THAT MAY BENEFIT MY COMMUNITY AND FELLOW CITIZENS, I WOULD APPRECIATE THE OPPORTUNITY TO BE OF SERVICE.

Please list community, civic, professional, social, cultural or athletic organizations you have been affiliated with and in what capacity.

MESA ROTARY, GILBERT ROTARY, AMERICAN ARBITRATION ASSOCIATION PANEL OF ARBITRATORS, COUNCIL OF EDUCATIONAL FACILITY PLANNERS, REGISTERED ARCHITECT, NATIONAL COUNCIL OF

Are you available for evening meetings? Yes No

Are you available for morning meetings? Yes No

Are you available for lunch meetings? Yes No

Are there days of the week you are NOT available for meetings? (Check all that apply)

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday AM.

ARCHITECTURAL REGISTRATION BOARD CERTIFICATE HOLDER, PRES., TUD SALADO CHAPTER AMERICAN INSTITUTE OF ARCHITECTS, POLITICAL ACTION COMMITTEE CLAFF, NATIONAL SOCIETY OF ARCHITECTS

I hereby acknowledge that all information provided on this application is subject to disclosure pursuant to the Arizona Public Records Law. I understand that members of boards, commissions, committees and task forces are subject to disclosure of conflicts of interest. I certify that the information contained herein is true and accurate to the best of my knowledge.

Note: Notice of Interest forms will be kept on file for 12 months. After that, they will expire and applicant's will need to submit a new form.

Applicant's Signature W. Alan Jorley

FOR OFFICE USE ONLY	
Committee/Commission	<u>TAC</u>
New Appointment <input checked="" type="checkbox"/>	Re-Appointment <input type="checkbox"/>
Date Appointed/Re-Appointed	<u>7-18-12</u>
Term Expiration	<u>8-31-2014</u>
Date of Resignation (if applicable)	_____

Requesting Department:

Real Estate and Fire



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, AICP
TOWN MANAGER

FROM: PATRICK FLYNN – ASSISTANT TOWN MANAGER
RON KNIGHT, ASSISTANT FIRE CHIEF
SANDRA MCGEORGE – MANAGEMENT ASSISTANT II

RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION
936 - 13 AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY
(TWO PORTIONS OF TRACT J OR APN 304-93-395) FROM
SOSSAMAN ESTATES PHASE I-A ASSOCIATION FOR A FUTURE
FIRE STATION AND FOR DRAINAGE AND PUBLIC USE

DATE: MARCH 20, 2013

Staff Recommendation:

Staff recommends approval of Resolution 936-13, authorizing the acceptance of real property (two portions of Tract J or APN 304-93-395) from Sossaman Estates Phase I-A Association for a future fire station and for drainage and public use.

Relevant Council Goal(s):

KRA _:

Goal _:

Proposed Motion:

Move to approve Resolution 936-13, authorizing the acceptance of real property (two portions of Tract J or APN 304-93-395) from Sossaman Estates Phase I-A Association for a future fire station and for drainage and public use.

Discussion:

The developer of Sossaman Estates is willing to donate this land to the Town. Much of Tract J is located in the Queen Creek Wash. One parcel is a 2-acre piece of property located on the south side of Queen Creek Road just west of Sossaman Road. The Fire Department has determined that this is a beneficial location for a fire station.

The other portion of Tract J lies in the Queen Creek Wash and the Town built and maintains the paved wash trail and the surrounding area. This portion was to be conveyed by Plat 926 Page 47 but the ownership transfer did not take place at the time of the recording of the plat.

A title report has been ordered for this property. Pending a report of clear title, staff will open escrow and obtain title insurance, and a Warranty Deed will be recorded. A Phase I Environmental Report was conducted recently and there are no environmental concerns. Staff will affix the final legal description of the wash parcel as it becomes available.

Fiscal Impact:

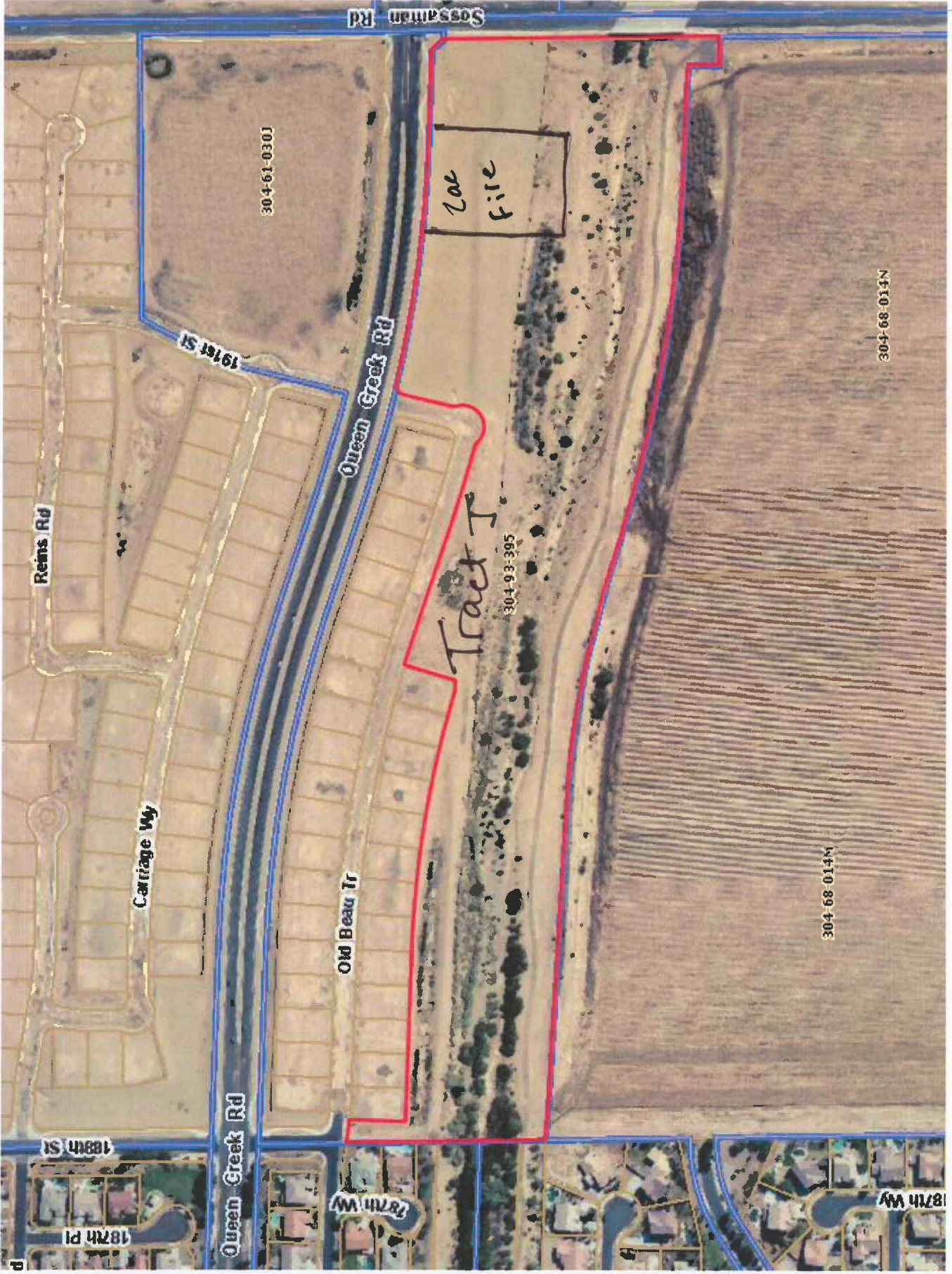
No cost to the Town for the property acquisition. Closing costs (title policy and recording fees) are estimated to be \$800.00 - \$1,000.00.

Alternatives:

The Town Council could choose not to accept this donation.

Attachments:

1. Map
2. Resolution 936-13
3. Legal description of 2 acres



RESOLUTION 936 -13

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY (TWO PORTIONS OF TRACT J OR ASSESSOR'S PARCEL 304-93-395) FROM SOSSAMAN ESTATES PHASE I-A ASSOCIATION FOR A FUTURE FIRE STATION AND FOR DRAINAGE AND PUBLIC USE

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Queen Creek, Arizona, as follows:

Section 1. That the Mayor and Council have authorized the acceptance of certain real property located within the Town of Queen Creek known as two portions of Tract J of Sossaman Estates Phase I-A (also known as Assessor's Parcel 304-93-395) and more particularly described on Exhibit A (fire station portion only) attached hereto and incorporated herein by reference, identifying the real property as a future fire station and for drainage and public use; and

Section 2. That the Mayor and Council have authorized the acceptance of said property as a gift and that the said property shows a net area of 90,537 sq. ft. or 2.078 ac. for the fire station and approximately 20 ac. for the wash.

Section 3. That the Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to do all acts and to sign all documents and pay all sums necessary for the acceptance of said real property, including, but not limited to the execution of an Escrow Agreement and/or Purchase Agreement.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 20th day of March, 2013.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, AICP, Town Manager

Fredda J. Bisman, Town Attorney

LEGAL DESCRIPTION

SOSSAMAN - FIRE STATION PARCEL

Being a portion of Tract J of the Final Plat Phase A of Sossaman Estates, as recorded in Book 926, Page 47, Maricopa County records, Arizona, more particularly described as follows:

COMMENCING at an angle point at the east end of a line located at the northeast corner of said Tract J, said line having a bearing of South 88°12'33" East, 223.92 feet on said plat;

Thence North 88°12'33" West, 158.63 feet along the north line of said Tract J being the south right of way line of Queen Creek Road to the **POINT OF BEGINNING**;

Thence leaving said north line, South 01°42'05" West, 299.10 feet;

Thence North 88°17'55" West, 300.00 feet;

Thence North 01°42'05" East, 309.00 feet to the north line of said Tract J and to a non tangent curve concave northerly, having a radius of 2920.00 feet, the center of which bears North 06°23.46" East;

Thence easterly along said north line and said curve a central angle of 04°36'22", an arc length of 234.74 feet;

Thence South 88°12'36" East, 65.53 feet to the **POINT OF BEGINNING**.

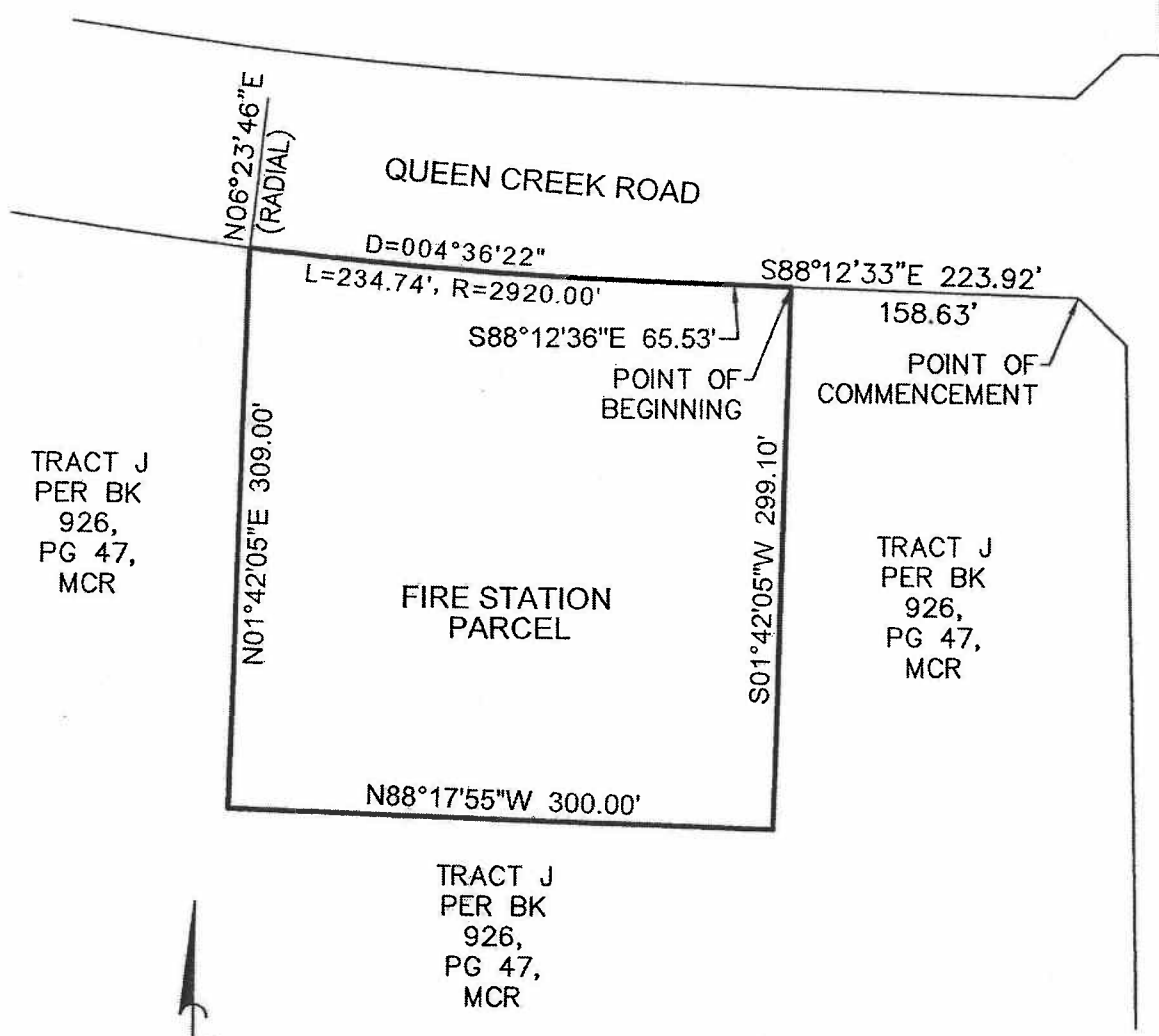
The above described parcel contains a computed area of 90,537 square feet or 2.0785 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: Atwell, LLC
4700 E. Southern Avenue
Mesa, Arizona 85206
Project No. 10000452
January 2013



EXPIRES 12-31-2015



TRACT J
PER BK
926,
PG 47,
MCR

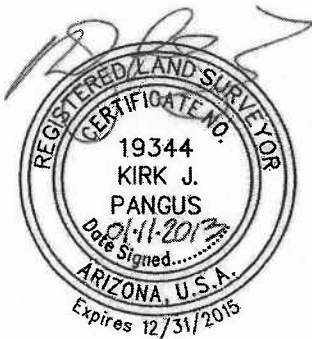
FIRE STATION
PARCEL

TRACT J
PER BK
926,
PG 47,
MCR

SOSSAMAN ROAD



N.T.S.



Land Development & Real Estate
Power & Energy
Telecommunications
Infrastructure & Transportation
Environmental & Solid Waste
Water & Natural Resources

JOB #1000452-Sheet 1 of 1 DATE: 1-08-13
SOSSAMAN - FIRE STATION
QUEEN CREEK, ARIZONA

Requesting Department:

Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: CHRIS ANARADIAN, DEVELOPMENT SERVICES DIRECTOR;
CHRIS DOVEL, TOWN ENGINEER; MARC PALICHUK,
ENGINEER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF
RESOLUTION 913-12 INTENTION TO ORDER THE PURCHASE
OF ELECTRICITY FOR A STREETLIGHT IMPROVEMENT
DISTRICT FOR HASTINGS FARMS PARCEL C**

DATE: MARCH 20, 2013

Staff Recommendation:

Staff recommends approval of Resolution 913-12, Intention to Order the Purchase of Electricity for a Streetlight Improvement District for Hastings Farms Parcel C.

Relevant Council Goal(s):

Continue to provide for a safe community in the Town of Queen Creek.

Proposed Motion:

Move to approve Resolution 913-12 Intention to Order the Purchase of Electricity for a Street Lighting Improvement District known as Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002.

Discussion:

This resolution is the first step in the formation of the 66th street lighting improvement district in the Town of Queen Creek.

The developer (William Lyon Homes) has requested the Council consider this resolution as the necessary first step in the creation of the district. Currently the developer owns 100% of the land within the proposed district. The developer has also signed the Petition, Waiver and Consent to Formation of a Municipal Improvement District form. Since all property owners have signed this form, they have agreed to waive the requirements of posting the property for 30 days and publishing the resolution in the Tribune.

Before the district may be formed, the Town Council must pass a second resolution ordering the actual improvements. This second resolution, Resolution 914-12, is also on the Council agenda.

Fiscal Impact:

Resolution 913-12 will cost the Town staff time in order to prepare the required exhibits and correspondence with the State and County Departments of Revenue to establish the improvement district. The developer has paid the \$500 fee for this service.

Alternatives:

Council could deny the creation of the Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002 by not passing Resolution 913-12. However, this would result in additional costs to the Town or the lack of streetlights in this area.

Attachments:

Resolution 913-12
Assessment Diagram
Legal Description
Parcel Number Table

RESOLUTION 913-12

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS HASTINGS FARMS PARCEL C STREET LIGHTING IMPROVEMENT DISTRICT #66, NO. 2012-002; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED

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

Section 1. The public interest or convenience require and it is the intention of the Mayor and Council of the Town of Queen Creek, Arizona to order the purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights is on file with the Town Engineer and the Town Clerk, and is approved and adopted by the Mayor and Council of the Town.

Section 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the Town, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the Town make and order that the cost and expense for the purchase of electricity be chargeable upon **a district to be known and designated as Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002, and as described and bounded as set forth on Exhibit "A" attached hereto and incorporated by reference, and declare that the district in the Town, benefited** by the purchase of electricity for streetlights be assessed to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The Town shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002, and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the Town shall assess the boundaries of Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002, only that portion of such costs and expenses which benefits the lots, pieces

and parcels of land located within the boundaries of Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002.

Section 3. The cost and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Town Engineer shall post or cause to be posted notices thereof; that the Town Clerk shall certify to the passage of this Resolution of Intention; that the engineer shall prepare duplicate diagrams of Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002, described in Section 2 of this Resolution to be addressed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

Section 4. Any Resolution or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 20th day of March, 2013

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Mayor

Town Clerk

REVIEWED BY:

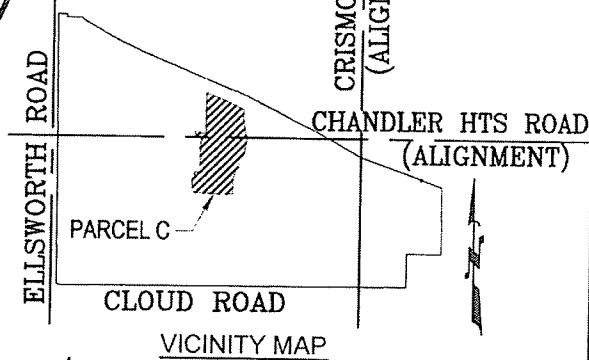
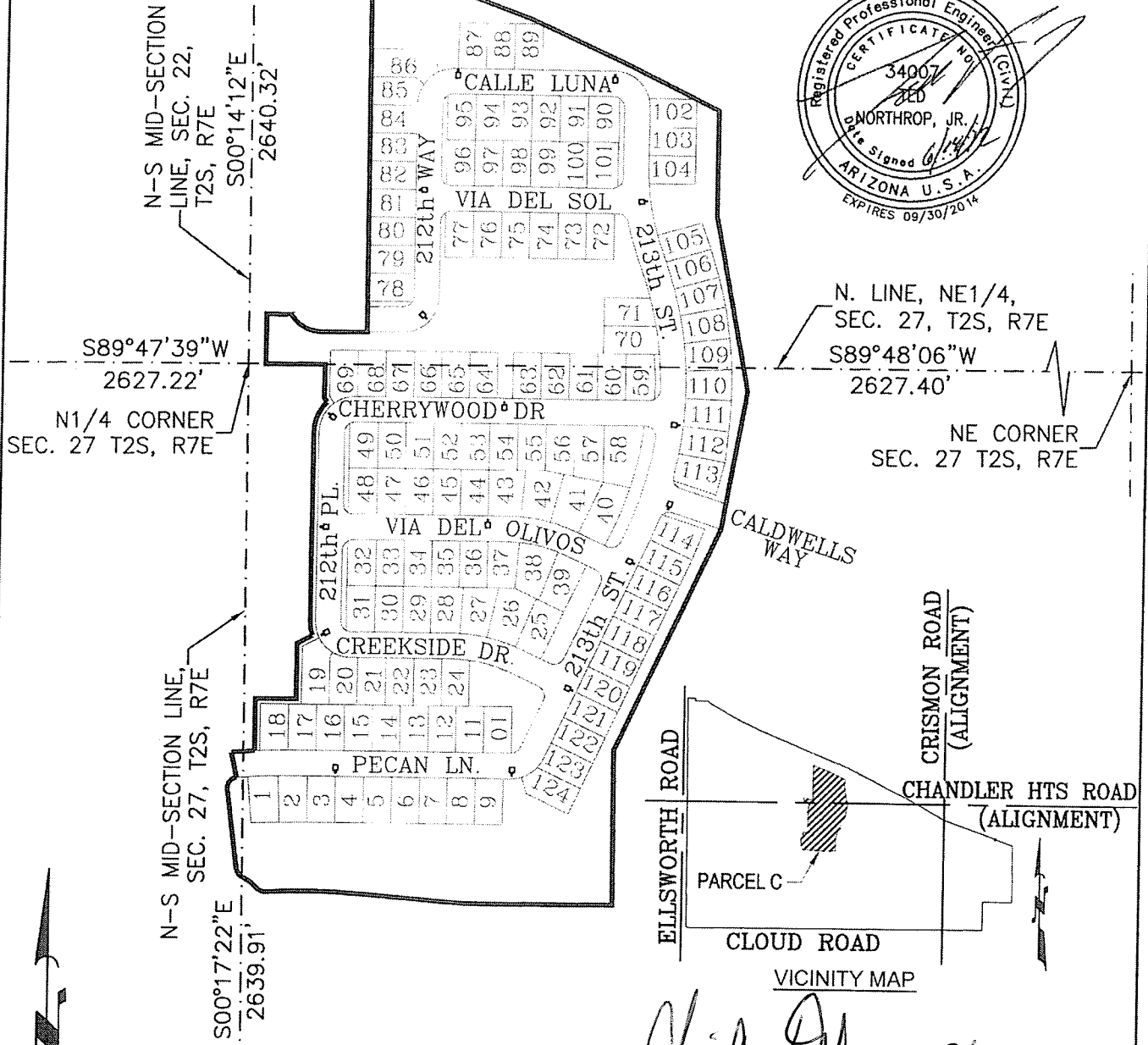
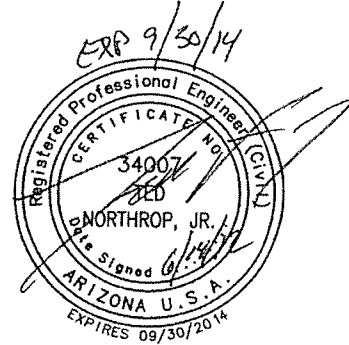
APPROVED AS TO FORM:

Town Manager

Town Attorney

Exhibit A

HASTINGS FARMS PARCEL C STREET LIGHT IMPROVEMENT DISTRICT



Scale: 1"=300'

LEGEND

- 100W SRP
- ◊ ARCHITECTURAL STREET LIGHT

APPROVAL *Chris Ay* TOWN OF QUEEN CREEK ENGINEERING MANAGER
 DATE 3/6/2013

ASSESSMENT DIAGRAM OF HASTINGS FARMS (PARCEL C) STREET LIGHT IMPROVEMENT DISTRICT: 66
 No. 2012-002



Land Development & Real Estate
 Power & Energy
 Telecommunications
 Infrastructure & Transportation
 Environmental & Solid Waste
 Water & Natural Resources

JOB# 09002083 06-14-12
HASTINGS FARMS PARCEL C
 QUEEN CREEK, ARIZONA
 NOTE: SEE FINAL PLAT RECORDED
 2007-0889924 BK 939, PG 48

EXHIBIT A
**LEGAL DESCRIPTION
HASTINGS FARMS
PARCEL C**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22 AND NORTH HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE NORTH 1/4 CORNER OF SAID SECTION 27, FROM WHICH A BRASS CAP IN HANDHOLE MARKING THE NORTHWEST CORNER OF SAID SECTION 27 BEARS SOUTH 89 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 2627.22 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 34.09 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE, NORTH 00 DEGREES 06 MINUTES 44 SECONDS WEST, A DISTANCE OF 97.29 FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 17 SECONDS EAST, A DISTANCE OF 48.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 58 DEGREES 15 MINUTES 41 SECONDS EAST, A DISTANCE OF 70.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEGREES 28 MINUTES 53 SECONDS, AN ARC LENGTH OF 71.45 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 48 SECONDS EAST, A DISTANCE OF 90.00 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 12 SECONDS WEST, A DISTANCE OF 739.68 FEET;

THENCE SOUTH 67 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 149.58 FEET;

THENCE SOUTH 69 DEGREES 47 MINUTES 29 SECONDS EAST, A DISTANCE OF 190.82 FEET;

THENCE SOUTH 65 DEGREES 23 MINUTES 02 SECONDS EAST, A DISTANCE OF 196.50 FEET;

THENCE SOUTH 63 DEGREES 44 MINUTES 25 SECONDS EAST, A DISTANCE OF 210.55 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 207.58 FEET;

THENCE SOUTH 10 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 301.38 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, FROM WHICH A 1 INCH IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS NORTH 89 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 1655.44 FEET;

THENCE CONTINUING SOUTH 10 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 47.36 FEET;

THENCE SOUTH 10 DEGREES 11 MINUTES 58 SECONDS WEST, A DISTANCE OF 273.98 FEET;

THENCE SOUTH 25 DEGREES 05 MINUTES 13 SECONDS WEST, A DISTANCE OF 478.07 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 302.15 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST, A DISTANCE OF 236.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 1170.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 03 MINUTES 36 SECONDS, AN ARC LENGTH OF 103.33 FEET;

THENCE NORTH 85 DEGREES 15 MINUTES 19 SECONDS WEST, A DISTANCE OF 159.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 04 DEGREES 44 MINUTES 41 SECONDS WEST, A DISTANCE OF 1230.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 21 MINUTES 47 SECONDS, AN ARC LENGTH OF 179.54 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER WHICH BEARS NORTH 03 DEGREES 37 MINUTES 06 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 50 MINUTES 07 SECONDS, AN ARC LENGTH OF 23.05 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 49 DEGREES 13 MINUTES 01 SECOND WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 50 MINUTES 25 SECONDS, AN ARC LENGTH OF 30.35 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 24 DEGREES 22 MINUTES 36 SECONDS EAST, A DISTANCE OF 25.00 FEET;

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THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49 DEGREES 28 MINUTES 54 SECONDS, AN ARC LENGTH OF 21.59 FEET;

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THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 25 MINUTES 51 SECONDS, AN ARC LENGTH OF 11.47 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS NORTH 82 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92 DEGREES 29 MINUTES 32 SECONDS, AN ARC LENGTH OF 32.29 FEET;

THENCE NORTH 12 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 50.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 05 DEGREES 40 MINUTES 42 SECONDS EAST, A DISTANCE OF 1025.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 51 SECONDS, AN ARC LENGTH OF 22.91 FEET TO A POINT OF INTERSECTION ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES 13 MINUTES 06 SECONDS, AN ARC LENGTH OF 21.80 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 44 SECONDS WEST, A DISTANCE OF 101.64 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 15 SECONDS EAST, A DISTANCE OF 79.82 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 108.69 FEET;

THENCE NORTH 62 DEGREES 31 MINUTES 35 SECONDS EAST, A DISTANCE OF 34.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, THE CENTER OF WHICH BEARS NORTH 69 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 21 MINUTES 20 SECONDS, AN ARC LENGTH OF 28.42 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 370.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 89 DEGREES 56 MINUTES 15 SECONDS EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 53 MINUTES 32 SECONDS, AN ARC LENGTH OF 65.47 FEET;

THENCE NORTH 35 DEGREES 51 MINUTES 52 SECONDS WEST, A DISTANCE OF 10.31 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 65.76 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE SOUTH 89 DEGREES 48 MINUTES 06 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 116.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.1001 ACRES (1,267,601 SQ. FT.) MORE OR LESS.



Parcel Number Table - Hastings Farms Parcel C

LOT NO	PARCEL NO	FULL ADDRESS
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2	31409595	21215 E PECAN LN
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11	31409604	21266 E PECAN LN
12	31409605	21258 E PECAN LN
13	31409606	21250 E PECAN LN
14	31409607	21242 E PECAN LN
15	31409608	21234 E PECAN LN
16	31409609	21226 E PECAN LN
17	31409610	21218 E PECAN LN
18	31409611	21210 E PECAN LN
19	31409612	21211 E CREEKSIDE DR
20	31409613	21219 E CREEKSIDE DR
21	31409614	21227 E CREEKSIDE DR
22	31409615	21235 CREEKSIDE DR
23	31409616	21243 E CREEKSIDE DR
24	31409617	21251 E CREEKSIDE DR
25	31409618	21268 E CREEKSIDE DR
26	31409619	21260 E CREEKSIDE DR
27	31409620	21252 E CREEKSIDE DR
28	31409621	21244 E CREEKSIDE DR
29	31409622	21236 E CREEKSIDE DR
30	31409623	21228 E CREEKSIDE DR
31	31409624	21220 E CREEKSIDE DR
32	31409625	21219 E VIA DEL OLIVOS
33	31409626	21277 E VIA DEL OLIVOS
34	31409627	21235 E VIA DEL OLIVOS
35	31409628	21243 E VIA DEL OLIVOS
36	31409629	21251 E VIA DEL OLIVOS
37	31409630	21259 E VIA DEL OLIVOS
38	31409631	21267 E VIA DEL OLIVOS
39	31409632	21275 E VIA DEL OLIVOS
40	31409633	21282 E VIA DEL OLIVOS
41	31409634	21274 E VIA DEL OLIVOS
42	31409635	21266 E VIA DEL OLIVOS
43	31409636	21258 E VIA DEL OLIVOS
44	31409637	21250 E VIA DEL OLIVOS

45	31409638	21242 E VIA DEL OLIVOS
46	31409639	21234 E VIA DEL OLIVOS
47	31409640	21226 E VIA DEL OLIVOS
48	31409641	21218 E VIA DEL OLIVOS
49	31409642	21221 E CHERRYWOOD DR
50	31409643	21229 E CHERRYWOOD DR
51	31409644	21237 E CHERRYWOOD DR
52	31409645	21245 E CHERRYWOOD DR
53	31409646	21253 E CHERRYWOOD DR
54	31409647	21261 E CHERRYWOOD DR
55	31409648	21269 E CHERRYWOOD DR
56	31409649	21277 E CHERRYWOOD DR
57	31409650	21285 E CHERRYWOOD DR
58	31409651	21293 E CHERRYWOOD DR
59	31409652	21294 E CHERRYWOOD DR
60	31409653	21286 E CHERRYWOOD DR
61	31409654	21278 E CHERRYWOOD DR
62	31409655	21270 E CHERRYWOOD DR
63	31409656	21262 E CHERRYWOOD DR
64	31409657	21254 E CHERRYWOOD DR
65	31409658	21246 E CHERRYWOOD DR
66	31409659	21238 E CHERRYWOOD DR
67	31409660	21230 E CHERRYWOOD DR
68	31409661	21222 E CHERRYWOOD DR
69	31409662	21214 E CHERRYWOOD DR
70	31409663	23576 S 213TH ST
71	31409664	23560 S 213TH ST
72	31409665	21285 E VIA DEL SOL
73	31409666	21277 E VIA DEL SOL
74	31409667	21269 E VIA DEL SOL
75	31409668	21261 E VIA DEL SOL
76	31409669	21253 E VIA DEL SOL
77	31409670	21245 E VIA DEL SOL
78	31409671	23556 S 212TH WAY
79	31409672	23540 S 212TH WAY
80	31409673	23524 S 212TH WAY
81	31409674	23508 S 212TH WAY
82	31409675	23492 S 212TH WAY
83	31409676	23476 S 212TH WAY
84	31409677	23460 S 212TH WAY
85	31409678	23444 S 212TH WAY
86	31409679	23428 S 212TH WAY
87	31409680	21252 E CALLE DE FLORES
88	31409681	21260 E CALLE DE FLORES
89	31409682	21268 E CALLE DE FLORES
90	31409683	21287 E CALLE DE FLORES
91	31409684	21279 E CALLE DE FLORES

92	31409685	21271 E CALLE DE FLORES
93	31409686	21263 E CALLE DE FLORES
94	31409687	21255 E CALLE DE FLORES
95	31409688	21247 E CALLE DE FLORES
96	31409689	21248 E VIA DEL SOL
97	31409690	21256 E VIA DEL SOL
98	31409691	21264 E VIA DEL SOL
99	31409692	21272 E VIA DEL SOL
100	31409693	21280 E VIA DEL SOL
101	31409694	21288 E VIA DEL SOL
102	31409695	23445 S 213TH ST
103	31409696	23461 S 213TH ST
104	31409697	23477 S 213TH ST
105	31409698	23525 S 213TH ST
106	31409699	23541 S 213TH ST
107	31409700	23557 S 213TH ST
108	31409701	23573 S 213TH ST
109	31409702	23589 S 213TH ST
110	31409703	23605 S 213TH ST
111	31409704	23621 S 213TH ST
112	31409705	23637 S 213TH ST
113	31409706	23653 S 213TH ST
114	31409707	23685 S 213TH ST
115	31409708	23701 S 213TH ST
116	31409709	23717 S 213TH ST
118	31409711	23749 S 213TH ST
119	31409712	23765 S 213TH ST
120	31409713	23781 S 213TH ST
121	31409714	23797 S 213TH ST
122	31409715	23811 S 213TH ST
123	31409716	23829 S 213TH ST
124	31409717	23845 S 213TH ST

Requesting Department:

Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: CHRIS ANARADIAN, DEVELOPMENT SERVICES DIRECTOR;
CHRIS DOVEL, TOWN ENGINEER; MARC PALICHUK,
ENGINEER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF
RESOLUTION 914-12 ORDERING THE IMPROVEMENTS FOR
THE PURPOSE OF PURCHASING ELECTRICITY FOR A
STREETLIGHT IMPROVEMENT DISTRICT FOR HASTINGS
FARMS PARCEL C**

DATE: MARCH 20, 2013

Staff Recommendation:

Staff recommends approval of Resolution 914-12, Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District for Hastings Farms Parcel C.

Relevant Council Goal(s):

Continue to provide for a safe community in the Town of Queen Creek.

Proposed Motion:

Move to approve Resolution 914-12 Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District known as Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002.

Discussion:

This resolution is the second step in the formation of the 66th street lighting improvement district in the Town of Queen Creek.

The developer (William Lyon Homes) has requested the Council consider this resolution as the necessary second step in the creation of the district. Currently the developer owns 100% of the land within the proposed district. The developer has also signed the Petition, Waiver and Consent to Formation of a Municipal Improvement District form. Since all property owners have signed this form, they have agreed to waive the requirements of posting the property for 30 days and

publishing the resolution in the Tribune.

Fiscal Impact:

Resolution 914-12 will cost the Town staff time in order to prepare the required exhibits and correspondence with the State and County Departments of Revenue to establish the improvement district. The developer has paid the \$500 fee for this service.

Alternatives:

Council could deny the creation of the Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002 by not passing Resolution 914-12. However, this would result in additional costs to the Town or the lack of streetlights in this area.

Attachments:

Resolution 914-12
Assessment Diagram
Legal Description
Parcel Number Table
Notice of Proposed Improvement

RESOLUTION 914-12

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS HASTINGS FARMS PARCEL C STREET LIGHTING IMPROVEMENT DISTRICT #66, NO. 2012-002, PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS.

WHEREAS, on the 20th day of March, 2013, the Mayor and Common Council of the Town of Queen Creek, Arizona, passed and adopted Resolution No. 913-12 declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and

WHEREAS, pursuant to ARS 48-617 (A), the Mayor and Common Council of the Town of Queen Creek have acquired immediate jurisdiction to order the improvements upon filing of a petition and waiver by 100% of the property owners within Hastings Farms Parcel C Streetlight Improvement District #66, No. 2012-002; and

WHEREAS, the Town Engineer has presented to the Mayor and Common Council of the Town of Queen Creek a diagram and legal description of the property contained within the District ("the Diagram") a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 1. By virtue of the authority vested in the Mayor and Common Council of the Town of Queen Creek by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Common Council of the Town of Queen Creek hereby orders the work or improvement done as described in Resolution No. 914-12 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Common Council of the Town of Queen Creek, Arizona.

Section 2. The Town Engineer is hereby authorized and directed to prepare and execute the notice of the passage of this Resolution which is attached as Exhibit "B". Such notice shall be posted and published as provided by law.

Section 3. That the Diagram and legal description, as presented to the Mayor and Common Council of the Town of Queen Creek are hereby approved.

Section 4. That the Town Clerk is hereby authorized and directed to certify that the Diagram and legal description were approved by the Mayor and Common Council of the Town of Queen Creek on the 20th day of March, 2013, and after such certification, the Clerk of the Town is hereby authorized and directed to deliver the Diagram and legal description to the Town Engineer. Further, the Town Engineer is hereby authorized and directed to record certified copies of Resolution No. 913-12 and Resolution No. 914-12 and all attachments thereto.

Section 5. That the Town Clerk is hereby directed to prepare and deliver a letter to the Arizona Department of Revenue along with certified copies of Resolution No. 913-12, Resolution No. 914-12 and the assessment diagram and legal description.

Section 6. That the Town Clerk is hereby directed to prepare and deliver a letter to the Maricopa County Assessor along with certified copies of Resolution No. 913-12, Resolution No. 914-12, and the assessment diagram and legal description.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 20th day of March, 2013.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Mayor

Town Clerk

REVIEWED BY:

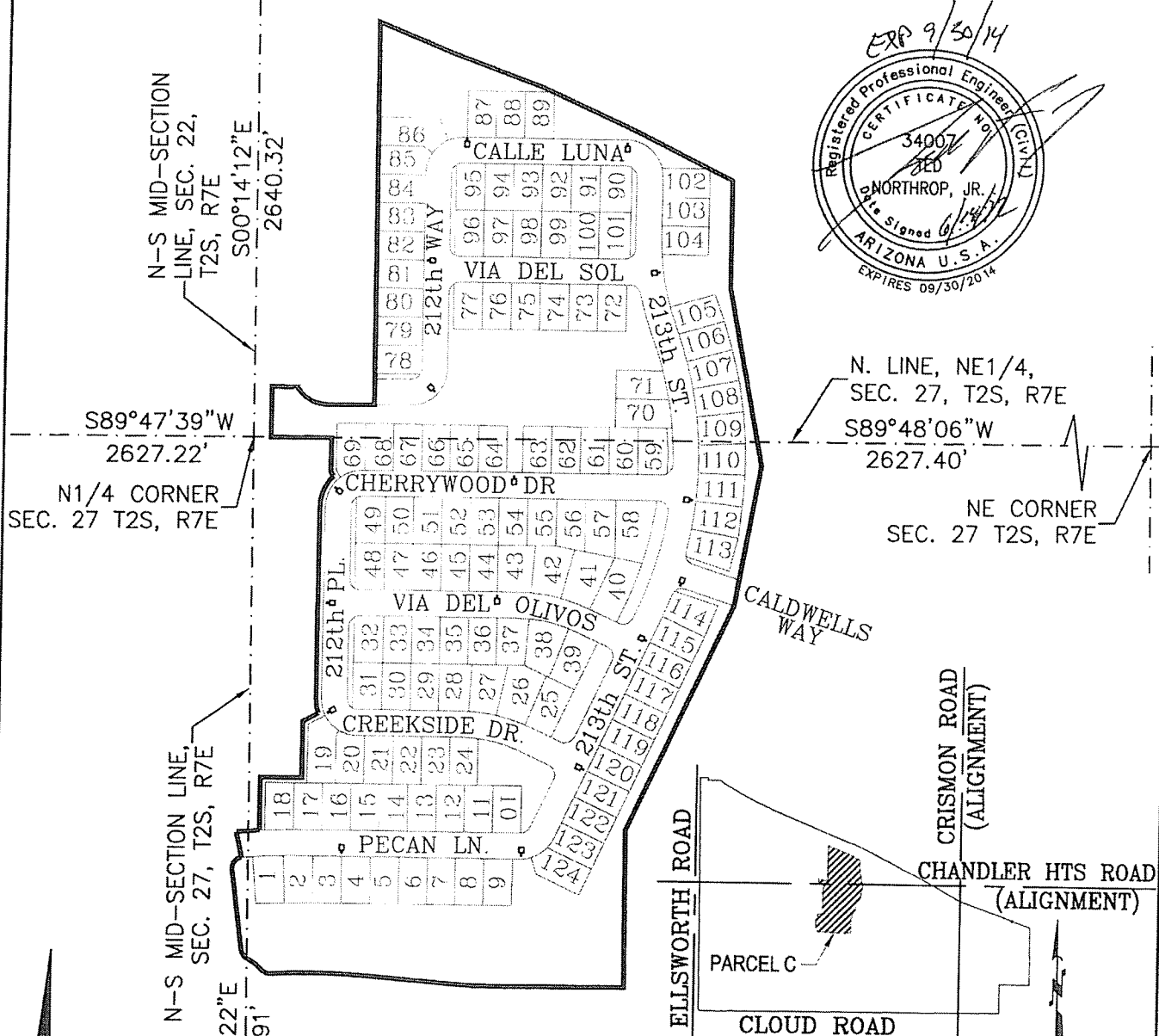
APPROVED AS TO FORM:

Town Manager

Town Attorney

Exhibit A

HASTINGS FARMS PARCEL C STREET LIGHT IMPROVEMENT DISTRICT



Scale: 1"=300'

LEGEND
 100W SRP
 ◦ ARCHITECTURAL STREET LIGHT

APPROVAL Chad Northrop, Jr. 3/6/2013
 TOWN OF QUEEN CREEK ENGINEERING MANAGER DATE

ASSESSMENT DIAGRAM OF HASTINGS FARMS (PARCEL C) STREET LIGHT IMPROVEMENT DISTRICT: 66
 No. 2012-002



Land Development & Real Estate
 Power & Energy
 Telecommunications
 Infrastructure & Transportation
 Environmental & Solid Waste
 Water & Natural Resources

JOB# 09002083 06-14-12
HASTINGS FARMS PARCEL C
 QUEEN CREEK, ARIZONA
 NOTE: SEE FINAL PLAT RECORDED
 2007-0889924 BK 939, PG 48

EXHIBIT A
LEGAL DESCRIPTION
HASTINGS FARMS
PARCEL C

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22 AND NORTH HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE NORTH 1/4 CORNER OF SAID SECTION 27, FROM WHICH A BRASS CAP IN HANDHOLE MARKING THE NORTHWEST CORNER OF SAID SECTION 27 BEARS SOUTH 89 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 2627.22 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 34.09 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE, NORTH 00 DEGREES 06 MINUTES 44 SECONDS WEST, A DISTANCE OF 97.29 FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 17 SECONDS EAST, A DISTANCE OF 48.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 58 DEGREES 15 MINUTES 41 SECONDS EAST, A DISTANCE OF 70.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEGREES 28 MINUTES 53 SECONDS, AN ARC LENGTH OF 71.45 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 48 SECONDS EAST, A DISTANCE OF 90.00 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 12 SECONDS WEST, A DISTANCE OF 739.68 FEET;

THENCE SOUTH 67 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 149.58 FEET;

THENCE SOUTH 69 DEGREES 47 MINUTES 29 SECONDS EAST, A DISTANCE OF 190.82 FEET;

THENCE SOUTH 65 DEGREES 23 MINUTES 02 SECONDS EAST, A DISTANCE OF 196.50 FEET;

THENCE SOUTH 63 DEGREES 44 MINUTES 25 SECONDS EAST, A DISTANCE OF 210.55 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 207.58 FEET;

THENCE SOUTH 10 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 301.38 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, FROM WHICH A 1 INCH IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS NORTH 89 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 1655.44 FEET;

THENCE CONTINUING SOUTH 10 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 47.36 FEET;

THENCE SOUTH 10 DEGREES 11 MINUTES 58 SECONDS WEST, A DISTANCE OF 273.98 FEET;

THENCE SOUTH 25 DEGREES 05 MINUTES 13 SECONDS WEST, A DISTANCE OF 478.07 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 302.15 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST, A DISTANCE OF 236.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 1170.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 03 MINUTES 36 SECONDS, AN ARC LENGTH OF 103.33 FEET;

THENCE NORTH 85 DEGREES 15 MINUTES 19 SECONDS WEST, A DISTANCE OF 159.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 04 DEGREES 44 MINUTES 41 SECONDS WEST, A DISTANCE OF 1230.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 21 MINUTES 47 SECONDS, AN ARC LENGTH OF 179.54 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER WHICH BEARS NORTH 03 DEGREES 37 MINUTES 06 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 50 MINUTES 07 SECONDS, AN ARC LENGTH OF 23.05 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 49 DEGREES 13 MINUTES 01 SECOND WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 50 MINUTES 25 SECONDS, AN ARC LENGTH OF 30.35 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 24 DEGREES 22 MINUTES 36 SECONDS EAST, A DISTANCE OF 25.00 FEET;

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THENCE NORTH 07 DEGREES 22 MINUTES 49 SECONDS WEST, A DISTANCE OF 142.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, THE CENTER OF WHICH BEARS SOUTH 82 DEGREES 37 MINUTES 11 SECONDS WEST, A DISTANCE OF 1525.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 25 MINUTES 51 SECONDS, AN ARC LENGTH OF 11.47 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS NORTH 82 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92 DEGREES 29 MINUTES 32 SECONDS, AN ARC LENGTH OF 32.29 FEET;

THENCE NORTH 12 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 50.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 05 DEGREES 40 MINUTES 42 SECONDS EAST, A DISTANCE OF 1025.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 51 SECONDS, AN ARC LENGTH OF 22.91 FEET TO A POINT OF INTERSECTION ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES 13 MINUTES 06 SECONDS, AN ARC LENGTH OF 21.80 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 44 SECONDS WEST, A DISTANCE OF 101.64 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 15 SECONDS EAST, A DISTANCE OF 79.82 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 108.69 FEET;

THENCE NORTH 62 DEGREES 31 MINUTES 35 SECONDS EAST, A DISTANCE OF 34.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, THE CENTER OF WHICH BEARS NORTH 69 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 21 MINUTES 20 SECONDS, AN ARC LENGTH OF 28.42 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 370.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 89 DEGREES 56 MINUTES 15 SECONDS EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 53 MINUTES 32 SECONDS, AN ARC LENGTH OF 65.47 FEET;

THENCE NORTH 35 DEGREES 51 MINUTES 52 SECONDS WEST, A DISTANCE OF 10.31 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 65.76 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE SOUTH 89 DEGREES 48 MINUTES 06 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 116.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.1001 ACRES (1,267,601 SQ. FT.) MORE OR LESS.



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10	31409603	21274 E PECAN LN
11	31409604	21266 E PECAN LN
12	31409605	21258 E PECAN LN
13	31409606	21250 E PECAN LN
14	31409607	21242 E PECAN LN
15	31409608	21234 E PECAN LN
16	31409609	21226 E PECAN LN
17	31409610	21218 E PECAN LN
18	31409611	21210 E PECAN LN
19	31409612	21211 E CREEKSIDE DR
20	31409613	21219 E CREEKSIDE DR
21	31409614	21227 E CREEKSIDE DR
22	31409615	21235 CREEKSIDE DR
23	31409616	21243 E CREEKSIDE DR
24	31409617	21251 E CREEKSIDE DR
25	31409618	21268 E CREEKSIDE DR
26	31409619	21260 E CREEKSIDE DR
27	31409620	21252 E CREEKSIDE DR
28	31409621	21244 E CREEKSIDE DR
29	31409622	21236 E CREEKSIDE DR
30	31409623	21228 E CREEKSIDE DR
31	31409624	21220 E CREEKSIDE DR
32	31409625	21219 E VIA DEL OLIVOS
33	31409626	21277 E VIA DEL OLIVOS
34	31409627	21235 E VIA DEL OLIVOS
35	31409628	21243 E VIA DEL OLIVOS
36	31409629	21251 E VIA DEL OLIVOS
37	31409630	21259 E VIA DEL OLIVOS
38	31409631	21267 E VIA DEL OLIVOS
39	31409632	21275 E VIA DEL OLIVOS
40	31409633	21282 E VIA DEL OLIVOS
41	31409634	21274 E VIA DEL OLIVOS
42	31409635	21266 E VIA DEL OLIVOS
43	31409636	21258 E VIA DEL OLIVOS
44	31409637	21250 E VIA DEL OLIVOS

45	31409638	21242 E VIA DEL OLIVOS
46	31409639	21234 E VIA DEL OLIVOS
47	31409640	21226 E VIA DEL OLIVOS
48	31409641	21218 E VIA DEL OLIVOS
49	31409642	21221 E CHERRYWOOD DR
50	31409643	21229 E CHERRYWOOD DR
51	31409644	21237 E CHERRYWOOD DR
52	31409645	21245 E CHERRYWOOD DR
53	31409646	21253 E CHERRYWOOD DR
54	31409647	21261 E CHERRYWOOD DR
55	31409648	21269 E CHERRYWOOD DR
56	31409649	21277 E CHERRYWOOD DR
57	31409650	21285 E CHERRYWOOD DR
58	31409651	21293 E CHERRYWOOD DR
59	31409652	21294 E CHERRYWOOD DR
60	31409653	21286 E CHERRYWOOD DR
61	31409654	21278 E CHERRYWOOD DR
62	31409655	21270 E CHERRYWOOD DR
63	31409656	21262 E CHERRYWOOD DR
64	31409657	21254 E CHERRYWOOD DR
65	31409658	21246 E CHERRYWOOD DR
66	31409659	21238 E CHERRYWOOD DR
67	31409660	21230 E CHERRYWOOD DR
68	31409661	21222 E CHERRYWOOD DR
69	31409662	21214 E CHERRYWOOD DR
70	31409663	23576 S 213TH ST
71	31409664	23560 S 213TH ST
72	31409665	21285 E VIA DEL SOL
73	31409666	21277 E VIA DEL SOL
74	31409667	21269 E VIA DEL SOL
75	31409668	21261 E VIA DEL SOL
76	31409669	21253 E VIA DEL SOL
77	31409670	21245 E VIA DEL SOL
78	31409671	23556 S 212TH WAY
79	31409672	23540 S 212TH WAY
80	31409673	23524 S 212TH WAY
81	31409674	23508 S 212TH WAY
82	31409675	23492 S 212TH WAY
83	31409676	23476 S 212TH WAY
84	31409677	23460 S 212TH WAY
85	31409678	23444 S 212TH WAY
86	31409679	23428 S 212TH WAY
87	31409680	21252 E CALLE DE FLORES
88	31409681	21260 E CALLE DE FLORES
89	31409682	21268 E CALLE DE FLORES
90	31409683	21287 E CALLE DE FLORES
91	31409684	21279 E CALLE DE FLORES

92	31409685	21271 E CALLE DE FLORES
93	31409686	21263 E CALLE DE FLORES
94	31409687	21255 E CALLE DE FLORES
95	31409688	21247 E CALLE DE FLORES
96	31409689	21248 E VIA DEL SOL
97	31409690	21256 E VIA DEL SOL
98	31409691	21264 E VIA DEL SOL
99	31409692	21272 E VIA DEL SOL
100	31409693	21280 E VIA DEL SOL
101	31409694	21288 E VIA DEL SOL
102	31409695	23445 S 213TH ST
103	31409696	23461 S 213TH ST
104	31409697	23477 S 213TH ST
105	31409698	23525 S 213TH ST
106	31409699	23541 S 213TH ST
107	31409700	23557 S 213TH ST
108	31409701	23573 S 213TH ST
109	31409702	23589 S 213TH ST
110	31409703	23605 S 213TH ST
111	31409704	23621 S 213TH ST
112	31409705	23637 S 213TH ST
113	31409706	23653 S 213TH ST
114	31409707	23685 S 213TH ST
115	31409708	23701 S 213TH ST
116	31409709	23717 S 213TH ST
118	31409711	23749 S 213TH ST
119	31409712	23765 S 213TH ST
120	31409713	23781 S 213TH ST
121	31409714	23797 S 213TH ST
122	31409715	23811 S 213TH ST
123	31409716	23829 S 213TH ST
124	31409717	23845 S 213TH ST

**NOTICE
OF PROPOSED
IMPROVEMENT**

NOTICE OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENTS AND AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING CERTAIN STREETS AND RIGHTS-OF-WAY FOR THE IMPROVEMENT DISTRICT KNOWN AS HASTINGS FARMS PARCEL C STREET LIGHTING IMPROVEMENT DISTRICT #66, No. 2012-002.

This notice is given pursuant to the provisions of Title 48, Chapter 4, Article 2, Sections 48-571 to 48-619, both inclusive, Arizona Revised Statutes, as amended.

On the 20th day of March, 2013, the Mayor and Town Council of the Town of Queen Creek adopted Resolution 914-12 ordering the improvements of certain streets and rights-of-way within the corporate limits of the Town and creating an Improvement District known as Hastings Farms Parcel C Street Lighting Improvement District #66, No. 2012-002, pursuant to Title 48, Chapter 4, Arizona Revised Statutes, and amendments thereto for the purpose of purchasing electricity, which includes a charge for the using of lighting facilities and other related items, together with all appurtenant structures as shown on the plans.

Any owner, or other person having an interest in a lot, piece, or parcel of land situated within the above described assessment district who claims that any of the provisions, acts, or proceedings relative to the above described improvements are irregular, defective, illegal, erroneous or faulty, may file with the Town Clerk, 22350 S. Ellsworth Road, within fifteen (15) days after the date of completion of the posting of this notice by the Town Engineer, a written notice specifying in what way said acts or proceedings are irregular, defective, illegal, erroneous or faulty.

Further information concerning Hastings Farms Parcel C Street Lighting Improvement District #66, No. 2012-002, may be obtained by contacting Mr. Chris Dovel, Town Engineer, Town of Queen Creek, 22350 S. Ellsworth Road, Queen Creek, Arizona 85142-9311, (480) 358-3003.

DATED AND SIGNED this _____ day of _____, 2013.

Chris Dovel, Town Engineer

Requesting Department:

Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: CHRIS ANARADIAN, DEVELOPMENT SERVICES DIRECTOR;
CHRIS DOVEL, TOWN ENGINEER; MARC PALICHUK,
ENGINEER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF
RESOLUTION 915-12 INTENTION TO ORDER THE PURCHASE
OF ELECTRICITY FOR A STREETLIGHT IMPROVEMENT
DISTRICT FOR HASTINGS FARMS PARCEL E**

DATE: MARCH 20, 2013

Staff Recommendation:

Staff recommends approval of Resolution 915-12, Intention to Order the Purchase of Electricity for a Streetlight Improvement District for Hastings Farms Parcel E.

Relevant Council Goal(s):

Continue to provide for a safe community in the Town of Queen Creek.

Proposed Motion:

Move to approve Resolution 915-12 Intention to Order the Purchase of Electricity for a Street Lighting Improvement District known as Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003.

Discussion:

This resolution is the first step in the formation of the 67th street lighting improvement district in the Town of Queen Creek.

The developer (William Lyon Homes) has requested the Council consider this resolution as the necessary first step in the creation of the district. Currently the developer owns 100% of the land within the proposed district. The developer has also signed the Petition, Waiver and Consent to Formation of a Municipal Improvement District form. Since all property owners have signed this form, they have agreed to waive the requirements of posting the property for 30 days and publishing the resolution in the Tribune.

Before the district may be formed, the Town Council must pass a second resolution ordering the actual improvements. This second resolution, Resolution 916-12, is also on the Council agenda.

Fiscal Impact:

Resolution 915-12 will cost the Town staff time in order to prepare the required exhibits and correspondence with the State and County Departments of Revenue to establish the improvement district. The developer has paid the \$500 fee for this service.

Alternatives:

Council could deny the creation of the Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003 by not passing Resolution 915-12. However, this would result in additional costs to the Town or the lack of streetlights in this area.

Attachments:

Resolution 915-12
Assessment Diagram
Legal Description
Parcel Number Table

RESOLUTION 915-12

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS HASTINGS FARMS PARCEL E STREET LIGHTING IMPROVEMENT DISTRICT #67, NO. 2012-003; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED

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

Section 1. The public interest or convenience require and it is the intention of the Mayor and Council of the Town of Queen Creek, Arizona to order the purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights is on file with the Town Engineer and the Town Clerk, and is approved and adopted by the Mayor and Council of the Town.

Section 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the Town, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the Town make and order that the cost and expense for the purchase of electricity be chargeable upon **a district to be known and designated as Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003, and as described and bounded as set forth on Exhibit "A" attached hereto and incorporated by reference, and declare that the district in the Town, benefited** by the purchase of electricity for streetlights be assessed to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The Town shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003, and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the Town shall assess the boundaries of Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003, only that portion of such costs and expenses which benefits the lots, pieces

and parcels of land located within the boundaries of Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003.

Section 3. The cost and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Town Engineer shall post or cause to be posted notices thereof; that the Town Clerk shall certify to the passage of this Resolution of Intention; that the engineer shall prepare duplicate diagrams of Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003, described in Section 2 of this Resolution to be addressed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

Section 4. Any Resolution or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 20th day of March, 2013

FOR THE TOWN OF QUEEN CREEK:

Mayor

REVIEWED BY:

Town Manager

ATTESTED TO:

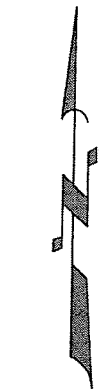
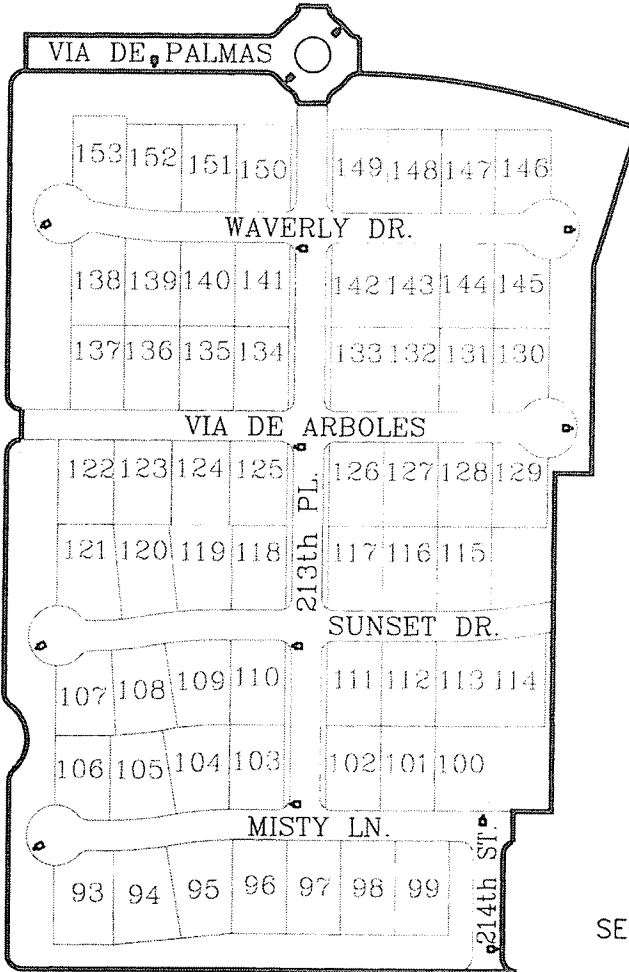
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Exhibit A

HASTINGS FARMS PARCEL E STREET LIGHT IMPROVEMENT DISTRICT



Scale: 1"=300'

E. LINE, NE 1/4 SEC. 27, T2S, R7E
S00°22'23"E
2634.56'

E 1/4 CORNER
SEC. 27 T2S, R7E

N89°41'06"E 2631.25'

CLOUD ROAD

E-W MID-SECTION LINE, SEC. 27, T2S, R7E

CRISMON ROAD

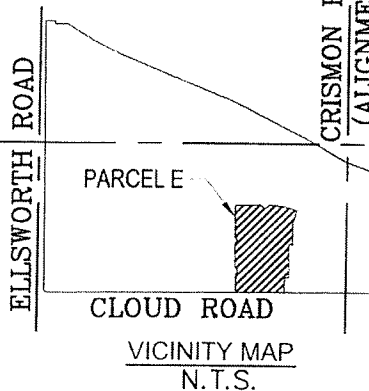
LEGEND

- 100W SRP ARCHITECTURAL
- 150W SRP STREET LIGHT

APPROVAL

[Signature]
TOWN OF QUEEN CREEK
ENGINEERING MANAGER

[Signature]
3/6/2013
DATE



ASSESSMENT DIAGRAM OF HASTINGS FARMS (PARCEL E)
STREET LIGHT IMPROVEMENT DISTRICT: 67
No. 2012-003



ATWELL

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OFFICES IN NORTH AMERICA AND ASIA

Land Development & Real Estate
Power & Energy
Telecommunications
Infrastructure & Transportation
Environmental & Solid Waste
Water & Natural Resources

JOB# 09002083

06-14-12

HASTINGS FARMS PARCEL E
QUEEN CREEK, ARIZONA

NOTE: SEE FINAL PLAT RECORDED
2007-0889836 BK 939, PG 44

EXHIBIT A
**LEGAL DESCRIPTION
HASTINGS FARMS
PARCEL E**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE MARKING THE CENTER OF SAID SECTION 27, FROM WHICH A BRASS CAP IN HANDHOLE MARKING THE EAST QUARTER CORNER OF SAID SECTION 27 BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 2631.25 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 736.79 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 25.00 FEET, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 284.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 49 MINUTES 35 SECONDS, AN ARC LENGTH OF 20.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST, THE CENTER OF WHICH BEARS NORTH 43 DEGREES 29 MINUTES 19 SECONDS WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101 DEGREES 27 MINUTES 00 SECONDS, AN ARC LENGTH OF 123.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 35 DEGREES 03 MINUTES 41 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES 37 MINUTES 24 SECONDS, AN ARC LENGTH OF 23.83 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 393.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE

CENTER OF WHICH BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 513.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 398.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 00 DEGREES 18 MINUTES 55 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES 37 MINUTES 16 SECONDS, AN ARC LENGTH OF 23.83 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 54 DEGREES 18 MINUTES 21 SECONDS EAST, A DISTANCE OF 70.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 52 MINUTES 13 SECONDS, AN ARC LENGTH OF 27.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 31 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 58 SECONDS, AN ARC LENGTH OF 25.42 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 35 SECONDS, AN ARC LENGTH OF 25.41 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER

OF WHICH BEARS NORTH 32 DEGREES 04 MINUTES 19 SECONDS WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 46 SECONDS, AN ARC LENGTH OF 27.83 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 54 DEGREES 51 MINUTES 05 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55 DEGREES 19 MINUTES 26 SECONDS, AN ARC LENGTH OF 24.14 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH, THE CENTER WHICH BEARS SOUTH 00 DEGREES 28 MINUTES 21 SECONDS WEST, A DISTANCE OF 1270.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 31 SECONDS, AN ARC LENGTH OF 355.58 FEET;

THENCE SOUTH 73 DEGREES 29 MINUTES 08 SECONDS EAST, A DISTANCE OF 117.22 FEET;

THENCE SOUTH 16 DEGREES 30 MINUTES 52 SECONDS WEST, A DISTANCE OF 239.26 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 345.69 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST, A DISTANCE OF 61.45 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 559.96 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST, A DISTANCE OF 62.33 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 50.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 11 DEGREES 51 MINUTES 07 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78 DEGREES 26 MINUTES 02 SECONDS, AN ARC LENGTH OF 27.38 FEET;

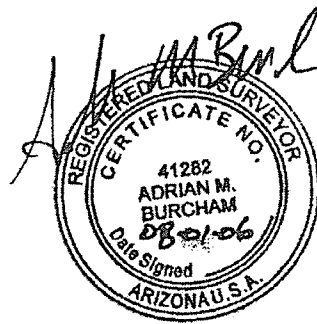
THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 170.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET TO A

LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 27;

THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST ALONG SAID PARALLEL
LINE, A DISTANCE OF 821.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.2661 ACRES (1,361,953 SQ. FT.) MORE OR LESS.



Parcel Number Table - Hastings Farms Parcel E

LOT NO	PARCEL NO	FULL ADDRESS
93	31409275	21329 E MISTY LN
94	31409276	21343 E MISTY LN
95	31409277	21357 E MISTY LN
96	31409278	21371 E MISTY LN
97	31409279	21379 E MISTY LN
98	31409280	21387 E MISTY LN
99	31409281	21395 E MISTY LN
100	31409282	21396 E MISTY LN
101	31409283	21388 E MISTY LN
102	31409284	21380 E MISTY LN
103	31409285	21370 E MISTY LN
104	31409286	21356 E MISTY LN
105	31409287	21342 E MISTY LN
106	31409288	21328 E MISTY LN
107	31409289	21327 E SUNSET DR
108	31409290	21341 E SUNSET DR
109	31409291	21355 E SUNSET DR
110	31409292	21369 E SUNSET DR
111	31409293	21397 E SUNSET DR
112	31409294	21411 E SUNSET DR
113	31409295	21425 E SUNSET DR
114	31409296	21439 E SUNSET DR
115	31409297	21424 E SUNSET DR
116	31409298	21410 E SUNSET DR
117	31409299	21396 E SUNSET DR
118	31409300	21368 E SUNSET DR
119	31409301	21354 E SUNSET DR
120	31409302	21340 E SUNSET DR
121	31409303	21326 E SUNSET DR
122	31409304	21325 E VIA DE ARBOLES
123	31409305	21339 E VIA DE ARBOLES
124	31409306	21353 E VIA DE ARBOLES
125	31409307	21367 E VIA DE ARBOLES
126	31409308	21395 E VIA DE ARBOLES
127	31409309	21409 E VIA DE ARBOLES
128	31409310	21423 E VIA DE ARBOLES
129	31409311	21437 E VIA DE ARBOLES
130	31409312	21436 E VIA DE ARBOLES
131	31409313	21422 E VIA DE ARBOLES
132	31409314	21408 E VIA DE ARBOLES
133	31409315	21394 E VIA DE ARBOLES
134	31409316	21366 E VIA DE ARBOLES
135	31409317	21352 E VIA DE ARBOLES
136	31409318	21338 E VIA DE ARBOLES

137	31409319	21324 E VIA DE ARBOLES
138	31409320	21323 E WAVERLY DR
139	31409321	21337 E WAVERLY DR
140	31409322	21351 E WAVERLY DR
141	31409323	21365 E WAVERLY DR
142	31409324	21393 E WAVERLY DR
143	31409325	21407 E WAVERLY DR
144	31409326	21421 E WAVERLY DR
145	31409327	21435 E WAVERLY DR
146	31409328	21434 E WAVERLY DR
147	31409329	21420 E WAVERLY DR
148	31409330	21406 E WAVERLY DR
149	31409331	21392 E WAVERLY DR
150	31409332	21364 E WAVERLY DR
151	31409333	21350 E WAVERLY DR
152	31409334	21336 E WAVERLY DR
153	31409335	21322 E WAVERLY DR

Requesting Department:

Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: CHRIS ANARADIAN, DEVELOPMENT SERVICES DIRECTOR;
CHRIS DOVEL, TOWN ENGINEER; MARC PALICHUK,
ENGINEER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF
RESOLUTION 916-12 ORDERING THE IMPROVEMENTS FOR
THE PURPOSE OF PURCHASING ELECTRICITY FOR A
STREETLIGHT IMPROVEMENT DISTRICT FOR HASTINGS
FARMS PARCEL E**

DATE: MARCH 20, 2013

Staff Recommendation:

Staff recommends approval of Resolution 916-12, Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District for Hastings Farms Parcel E.

Relevant Council Goal(s):

Continue to provide for a safe community in the Town of Queen Creek.

Proposed Motion:

Move to approve Resolution 916-12 Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District known as Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003.

Discussion:

This resolution is the second step in the formation of the 67th street lighting improvement district in the Town of Queen Creek.

The developer (William Lyon Homes) has requested the Council consider this resolution as the necessary second step in the creation of the district. Currently the developer owns 100% of the land within the proposed district. The developer has also signed the Petition, Waiver and Consent to Formation of a Municipal Improvement District form. Since all property owners have signed this form, they have agreed to waive the requirements of posting the property for 30 days and

publishing the resolution in the Tribune.

Fiscal Impact:

Resolution 916-12 will cost the Town staff time in order to prepare the required exhibits and correspondence with the State and County Departments of Revenue to establish the improvement district. The developer has paid the \$500 fee for this service.

Alternatives:

Council could deny the creation of the Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003 by not passing Resolution 916-12. However, this would result in additional costs to the Town or the lack of streetlights in this area.

Attachments:

Resolution 916-12
Assessment Diagram
Legal Description
Parcel Number Table
Notice of Proposed Improvement

RESOLUTION 916-12

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS HASTINGS FARMS PARCEL E STREET LIGHTING IMPROVEMENT DISTRICT #67, NO. 2012-003, PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS.

WHEREAS, on the 20th day of March, 2013, the Mayor and Common Council of the Town of Queen Creek, Arizona, passed and adopted Resolution No. 915-12 declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and

WHEREAS, pursuant to ARS 48-617 (A), the Mayor and Common Council of the Town of Queen Creek have acquired immediate jurisdiction to order the improvements upon filing of a petition and waiver by 100% of the property owners within Hastings Farms Parcel E Streetlight Improvement District #67, No. 2012-003; and

WHEREAS, the Town Engineer has presented to the Mayor and Common Council of the Town of Queen Creek a diagram and legal description of the property contained within the District ("the Diagram") a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 1. By virtue of the authority vested in the Mayor and Common Council of the Town of Queen Creek by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Common Council of the Town of Queen Creek hereby orders the work or improvement done as described in Resolution No. 916-12 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Common Council of the Town of Queen Creek, Arizona.

Section 2. The Town Engineer is hereby authorized and directed to prepare and execute the notice of the passage of this Resolution which is attached as Exhibit "B". Such notice shall be posted and published as provided by law.

Section 3. That the Diagram and legal description, as presented to the Mayor and Common Council of the Town of Queen Creek are hereby approved.

Section 4. That the Town Clerk is hereby authorized and directed to certify that the Diagram and legal description were approved by the Mayor and Common Council of the Town of Queen Creek on the 20th day of March, 2013, and after such certification, the Clerk of the Town is hereby authorized and directed to deliver the Diagram and legal description to the Town Engineer. Further, the Town Engineer is hereby authorized and directed to record certified copies of Resolution No. 915-12 and Resolution No. 916-12 and all attachments thereto.

Section 5. That the Town Clerk is hereby directed to prepare and deliver a letter to the Arizona Department of Revenue along with certified copies of Resolution No. 915-12, Resolution No. 916-12 and the assessment diagram and legal description.

Section 6. That the Town Clerk is hereby directed to prepare and deliver a letter to the Maricopa County Assessor along with certified copies of Resolution No. 915-12, Resolution No. 916-12, and the assessment diagram and legal description.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 20th day of March, 2013.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Mayor

Town Clerk

REVIEWED BY:

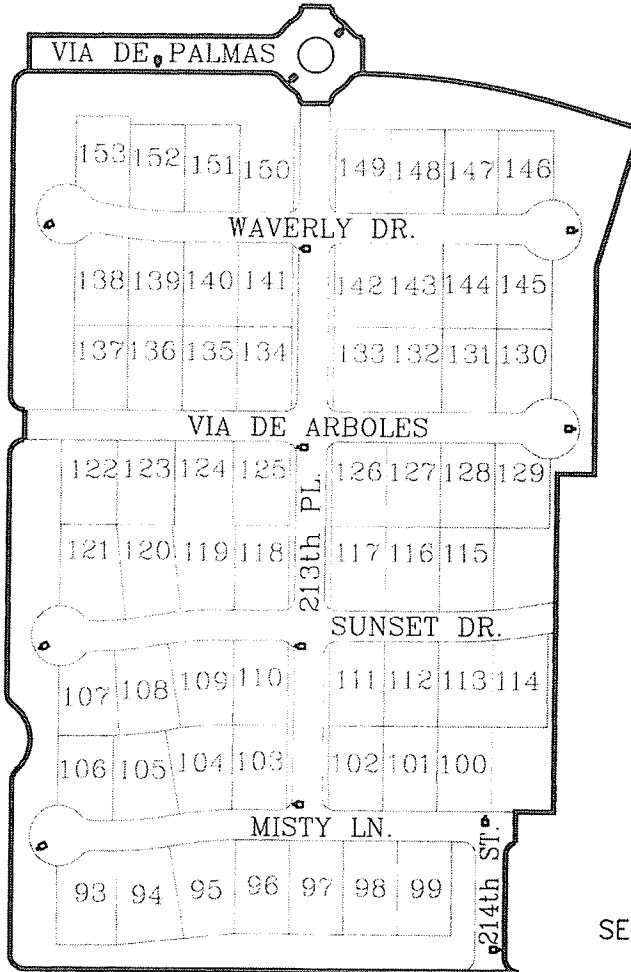
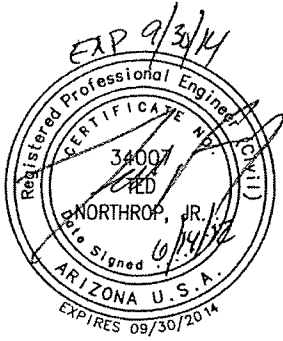
APPROVED AS TO FORM:

Town Manager

Town Attorney

Exhibit A

HASTINGS FARMS PARCEL E STREET LIGHT IMPROVEMENT DISTRICT



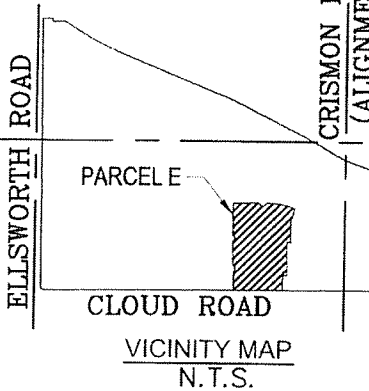
E. LINE, NE 1/4 SEC. 27, T2S, R7E
 S00°22'23"E
 2634.56'

E 1/4 CORNER
 SEC. 27 T2S, R7E

N89°41'06"E 2631.25'

CLOUD ROAD

E-W MID-SECTION LINE, SEC. 27, T2S, R7E



LEGEND

- 100W SRP ARCHITECTURAL
- 150W SRP STREET LIGHT

APPROVAL

Chad D. [Signature]

3/6/2013

TOWN OF QUEEN CREEK
 ENGINEERING MANAGER

DATE

ASSESSMENT DIAGRAM OF HASTINGS FARMS (PARCEL E)
 STREET LIGHT IMPROVEMENT DISTRICT: 67
 No. 2012-003



Land Development & Real Estate
 Power & Energy
 Telecommunications
 Infrastructure & Transportation
 Environmental & Solid Waste
 Water & Natural Resources

JOB# 09002083

06-14-12

HASTINGS FARMS PARCEL E
 QUEEN CREEK, ARIZONA

NOTE: SEE FINAL PLAT RECORDED
 2007-0889836 BK 939, PG 44

EXHIBIT A
**LEGAL DESCRIPTION
HASTINGS FARMS
PARCEL E**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE MARKING THE CENTER OF SAID SECTION 27, FROM WHICH A BRASS CAP IN HANDHOLE MARKING THE EAST QUARTER CORNER OF SAID SECTION 27 BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 2631.25 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 736.79 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 25.00 FEET, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 284.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 49 MINUTES 35 SECONDS, AN ARC LENGTH OF 20.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST, THE CENTER OF WHICH BEARS NORTH 43 DEGREES 29 MINUTES 19 SECONDS WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101 DEGREES 27 MINUTES 00 SECONDS, AN ARC LENGTH OF 123.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 35 DEGREES 03 MINUTES 41 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES 37 MINUTES 24 SECONDS, AN ARC LENGTH OF 23.83 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 393.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE

CENTER OF WHICH BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, A DISTANCE OF 513.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 398.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 00 DEGREES 18 MINUTES 55 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES 37 MINUTES 16 SECONDS, AN ARC LENGTH OF 23.83 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 54 DEGREES 18 MINUTES 21 SECONDS EAST, A DISTANCE OF 70.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 52 MINUTES 13 SECONDS, AN ARC LENGTH OF 27.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 31 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 58 SECONDS, AN ARC LENGTH OF 25.42 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 35 SECONDS, AN ARC LENGTH OF 25.41 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER

OF WHICH BEARS NORTH 32 DEGREES 04 MINUTES 19 SECONDS WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 46 SECONDS, AN ARC LENGTH OF 27.83 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 54 DEGREES 51 MINUTES 05 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55 DEGREES 19 MINUTES 26 SECONDS, AN ARC LENGTH OF 24.14 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH, THE CENTER WHICH BEARS SOUTH 00 DEGREES 28 MINUTES 21 SECONDS WEST, A DISTANCE OF 1270.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 31 SECONDS, AN ARC LENGTH OF 355.58 FEET;

THENCE SOUTH 73 DEGREES 29 MINUTES 08 SECONDS EAST, A DISTANCE OF 117.22 FEET;

THENCE SOUTH 16 DEGREES 30 MINUTES 52 SECONDS WEST, A DISTANCE OF 239.26 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 345.69 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST, A DISTANCE OF 61.45 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 559.96 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST, A DISTANCE OF 62.33 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 50.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 11 DEGREES 51 MINUTES 07 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78 DEGREES 26 MINUTES 02 SECONDS, AN ARC LENGTH OF 27.38 FEET;

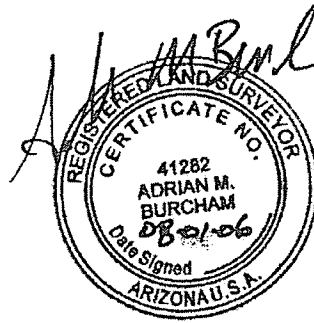
THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 170.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET TO A

LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 27;

THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST ALONG SAID PARALLEL
LINE, A DISTANCE OF 821.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.2661 ACRES (1,361,953 SQ. FT.) MORE OR LESS.



Parcel Number Table - Hastings Farms Parcel E

LOT NO	PARCEL NO	FULL ADDRESS
93	31409275	21329 E MISTY LN
94	31409276	21343 E MISTY LN
95	31409277	21357 E MISTY LN
96	31409278	21371 E MISTY LN
97	31409279	21379 E MISTY LN
98	31409280	21387 E MISTY LN
99	31409281	21395 E MISTY LN
100	31409282	21396 E MISTY LN
101	31409283	21388 E MISTY LN
102	31409284	21380 E MISTY LN
103	31409285	21370 E MISTY LN
104	31409286	21356 E MISTY LN
105	31409287	21342 E MISTY LN
106	31409288	21328 E MISTY LN
107	31409289	21327 E SUNSET DR
108	31409290	21341 E SUNSET DR
109	31409291	21355 E SUNSET DR
110	31409292	21369 E SUNSET DR
111	31409293	21397 E SUNSET DR
112	31409294	21411 E SUNSET DR
113	31409295	21425 E SUNSET DR
114	31409296	21439 E SUNSET DR
115	31409297	21424 E SUNSET DR
116	31409298	21410 E SUNSET DR
117	31409299	21396 E SUNSET DR
118	31409300	21368 E SUNSET DR
119	31409301	21354 E SUNSET DR
120	31409302	21340 E SUNSET DR
121	31409303	21326 E SUNSET DR
122	31409304	21325 E VIA DE ARBOLES
123	31409305	21339 E VIA DE ARBOLES
124	31409306	21353 E VIA DE ARBOLES
125	31409307	21367 E VIA DE ARBOLES
126	31409308	21395 E VIA DE ARBOLES
127	31409309	21409 E VIA DE ARBOLES
128	31409310	21423 E VIA DE ARBOLES
129	31409311	21437 E VIA DE ARBOLES
130	31409312	21436 E VIA DE ARBOLES
131	31409313	21422 E VIA DE ARBOLES
132	31409314	21408 E VIA DE ARBOLES
133	31409315	21394 E VIA DE ARBOLES
134	31409316	21366 E VIA DE ARBOLES
135	31409317	21352 E VIA DE ARBOLES
136	31409318	21338 E VIA DE ARBOLES

137	31409319	21324 E VIA DE ARBOLES
138	31409320	21323 E WAVERLY DR
139	31409321	21337 E WAVERLY DR
140	31409322	21351 E WAVERLY DR
141	31409323	21365 E WAVERLY DR
142	31409324	21393 E WAVERLY DR
143	31409325	21407 E WAVERLY DR
144	31409326	21421 E WAVERLY DR
145	31409327	21435 E WAVERLY DR
146	31409328	21434 E WAVERLY DR
147	31409329	21420 E WAVERLY DR
148	31409330	21406 E WAVERLY DR
149	31409331	21392 E WAVERLY DR
150	31409332	21364 E WAVERLY DR
151	31409333	21350 E WAVERLY DR
152	31409334	21336 E WAVERLY DR
153	31409335	21322 E WAVERLY DR

**NOTICE
OF PROPOSED
IMPROVEMENT**

NOTICE OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENTS AND AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING CERTAIN STREETS AND RIGHTS-OF-WAY FOR THE IMPROVEMENT DISTRICT KNOWN AS HASTINGS FARMS PARCEL E STREET LIGHTING IMPROVEMENT DISTRICT #67, No. 2012-003.

This notice is given pursuant to the provisions of Title 48, Chapter 4, Article 2, Sections 48-571 to 48-619, both inclusive, Arizona Revised Statutes, as amended.

On the 20th day of March, 2013, the Mayor and Town Council of the Town of Queen Creek adopted Resolution 916-12 ordering the improvements of certain streets and rights-of-way within the corporate limits of the Town and creating an Improvement District known as Hastings Farms Parcel E Street Lighting Improvement District #67, No. 2012-003, pursuant to Title 48, Chapter 4, Arizona Revised Statutes, and amendments thereto for the purpose of purchasing electricity, which includes a charge for the using of lighting facilities and other related items, together with all appurtenant structures as shown on the plans.

Any owner, or other person having an interest in a lot, piece, or parcel of land situated within the above described assessment district who claims that any of the provisions, acts, or proceedings relative to the above described improvements are irregular, defective, illegal, erroneous or faulty, may file with the Town Clerk, 22350 S. Ellsworth Road, within fifteen (15) days after the date of completion of the posting of this notice by the Town Engineer, a written notice specifying in what way said acts or proceedings are irregular, defective, illegal, erroneous or faulty.

Further information concerning Hastings Farms Parcel E Street Lighting Improvement District #67, No. 2012-003, may be obtained by contacting Mr. Chris Dovel, Town Engineer, Town of Queen Creek, 22350 S. Ellsworth Road, Queen Creek, Arizona 85142-9311, (480) 358-3003.

DATED AND SIGNED this _____ day of _____, 2013.

Chris Dovel, Town Engineer



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, PLANNING ADMINISTRATOR**

**RE: DISCUSSION ON FREQUENTLY ASKED QUESTIONS ON THE
TOWN'S RESIDENTIAL ARCHITECTURAL DESIGN STANDARD**

DATE: MARCH 20, 2013

SUMMARY

Staff is requesting Council review and discussion on the questions most frequently asked by the development community regarding the Town's Residential Architectural Design Standards, including staff's response to them. Staff is requesting Council input on any additional issues or items staff should be addressing, or, additional direction staff should take when interacting with the development community.

DISCUSSION

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

At the January 16, 2013 Council meeting the option of convening a Task Force to update the Design Standards was discussed, but Council elected not to proceed with that option. Instead, Council asked that staff provide a list of the most frequently asked questions regarding our existing Design Standards, and the responses that staff has provided to these questions.

Staff has identified the most Frequently Asked Questions and provided the answers staff gives to these questions in the next section of this report.

FREQUENTLY ASKED QUESTIONS

Q1. Are there any alternatives to how the 40% garage requirement is calculated?

- a. Can a “standard” return width be set, such as 2 feet on either side?
- b. If the return is proposed to be larger to accommodate additional space in the garage, can that be done if it has a window or other design element?
- c. Can the width of the garage be “masked” by being behind a design element such as a column for the front porch?

A1. Variations to the design standards need to be requested by an applicant as part of their submittal for a Planned Area Development (PAD) and will be evaluated by the Council as part of their request. Variations can be approved by the Council as part of their package if they determine the intent of the Design Standards has been met.

Page 2 of the Design Standards states: “The only means for deviating from these regulations is to incorporate the request into an applicant for Planned Area Development or an amendment to an existing PAD approval.”

Q2. Can other design options or alternatives be offered which are focused on producing a more attractive and varied streetscape, rather than focusing on individual homes, as a “tradeoff” to address the 40% garage requirement?

A2. As described in A1 above, variations from the design standards can be requested by an applicant as part of their submittal for a Planned Area Development (PAD) and will be evaluated by the Council as part of their request. Variations can be approved by the Council as part of their package if they determine the intent of the Design Standards has been met.

Some of the design alternatives that have been suggested by the development community as “tradeoffs” include the following:

- Allow reduced front yard setbacks for a stand-alone entry element that extends beyond the garage door – such as a porte cochere or a driveway cover.
- Allow variation if a greater number and variety of floor plans and elevations are provided than the Town requires.
- Establish design criteria to create a more diverse streetscape, rather than focusing on the individual garage widths. Options could include:
 - Pre-determination of the elevations to be built on each lot to ensure variety.
 - More variation of garage orientations within the model series by including side entry, split, forward facing and oversized tandem garages.

- More oversized front porches, courtyards and balconies to provide more distinctive looks from the street.
- Builder to select two different roof tiles and different four color schemes for each elevation offered.
- The paring of driveways when possible
- Establishment of more specific architectural standards by the Town, and give "bonus points" for each that is met - which could be used for garage width variations.
- Allow up to 50% for three car garages if the builder provides:
 - No more than 2 spaces are on the same vertical plane or adjacent to each other
 - Provide at least a 2' offset with architectural trim on one space
 - Provide one space as either side entry or tandem
 - Individual garage doors
- Allow an increase if the builder provides:
 - Alternative garage locations (e.g. side or rear entry) for 50% of the homes
 - Dual single garage doors
 - Garage doors surrounded by architectural elements that incorporate it into the design of the home, such as windows, raised or recessed panels, architectural trim, etc.
 - Additional architectural treatments above the garage such as windows or balconies to create visual interest.

Q3. Do the Design Standards apply in the R1-4 and R1-5 zoning districts?

A3. Yes. Although the R1-4 and R1-5 districts are not identified at the top of Table 5.11-1, they are included in the PAD review requirements described on Table 4.10-4

Q4. How many design elements are required to constitute “four sided architecture”?

A4. There is no specific number of design elements that constitute “four sided architecture”. Each elevation is reviewed by staff individually. Items staff is looking for include:

- The number of architectural embellishments from the front elevation that are used on the other three elevations. The home should reflect a theme on all sides.
- The number and placement of doors and windows on the side and rear elevations. At least one window or door should be provided on each elevation.
- Architectural treatment at each door and window that matches the front elevation.
- How the rear porch incorporated into the home as a design element.

- Additional window treatments, colors, etc. to be provided on homes with gables, particularly two story homes.

Q5. How many design differences should there be between model homes?

A5. The Design Standards contain a list of the “defining characteristics” (pages 14-21) for 8 of the more common architectural styles used in our area. These characteristics should be incorporated into the proposed home designs where possible when using these styles. If the proposed style is not described, it should demonstrate the equivalent characteristics for the new style.

Q6. If a model offers “flex space” which the new owner can have finished as a storage room, a den, a casita or a single bay garage, will it be considered to be a garage or living space in the approval of the design for the model home?

A6. If the design of the “flex space” incorporates windows or other exterior treatments that would identify it as being part of the livable area, the developer has an exterior option which provides a solid wall as well as a door and the design of the space reflects the potential to be used as livable area, staff will consider the space to be buildable area for the determination of front yard setback and the 5 foot offset between the garage and the livable area of the home.

Q7. Can a builder receive a “design credit” in some other area if they have more than the minimum number of floor plans and elevations required by the Town? (The Town requires a minimum of 4 floor plans, 3 of which must have 2 distinct elevations)

A7. No. Having additional floor plans and elevations demonstrate a commitment to quality and diversity that will encourage both staff and Council support the request.

Q8. How much design emphasis should be placed on the design and size of the subdivision entry monument?

A8. The entry monument is the “front door” to the subdivision and should provide a distinctive entry statement for the project. The sign should convey both stability and permanence, reflecting positively on the character of the subdivision and the Town. Staff reviews the design of the entry monument sign as part of the Design Review submittal for a project.

The design standards for entry monument signs are as follows:

- The sign text area is not to exceed 32 square feet in area or 5 feet in height
- Monument signs can be placed on both sides of a street that serves as an entry to the subdivision. More than one street can be designated as an entry.

- Sign letters and materials must be durable and reflect the architectural character for the project. Wood or plastic signs are not allowed.
- The sign must have at least a 2' base or landscaped planter.
- Additional landscaped materials to accentuate the sign and additional design elements incorporated into the sign which reflect the character of the project are encouraged. Examples might include lighting of trees, adding boulders, varied height of wall elements and masonry types, providing supporting architectural elements such as arches, columns, fountains, etc.
- Sign designs which reflect the Town's southwestern character and agricultural heritage are encouraged.
- Lighting of the sign is encouraged.

Q9. Can the front porch be less than 120 square feet on some models that have other design elements and still encroach in the front yard setback?

A9. No. Unless Council approves the change as part of a PAD approval.

Q10. Are there additional design requirements for approval of a gated neighborhood with private streets?

A10. No. Requests for gated communities are presented and evaluated as part of a PAD application. Items staff looks for in the evaluation of PAD requests include:

- Is there anything unique about the property that may limit the ability to provide public streets and make private streets more advantageous such as:
 - Unusual shape or location such as a hillside or adjacent to a wash where our public street standards for right of way width, turning, sidewalks, etc may not be compatible with the property use.
 - Adjacent to county areas where the existing street system may be limited or absent and the neighbors do not want to upgrade the system.
 - The PAD will include some distinctive amenities to be preserved or protected, such as Pegasus Airpark or The Pecans.
 - Reviving a dormant subdivision with roads connecting to an existing subdivision and the neighbors are opposed to additional traffic and other options are not available.
- What will be the interior and exterior appearance of the project in such areas as:
 - The design and appearance of the proposed entry gates.
 - Additional landscaping and architectural treatments at the entrance to accentuate the feature as distinctive to the project.
 - The internal street design and materials, such as use of pavers, distinctive street lighting and street signs, retention or replacement of existing landscape materials, street widths, etc.

- Subdivision design features such as long cul-de-sacs serving hillside lots, narrower streets with no parking, overall density of lots per street, long term viability of private streets given the projected use and replacement costs, proposed unique subdivision design features, etc.

Q11. Do we need to include turf in our landscape plan or can we use entirely xerascaping and no sod?

A11. A mixture of turf and xerascaping can be provided. Turf should be used in highly visible areas, storm water retention areas and adjacent to recreational amenities. Xerascaping can be provided in smaller locations that would be more difficult to maintain such as landscaped islands, narrow strips behind sidewalks, adjacent to walls also occupied by trees, and other areas where turf would be impractical.

Q12. Do we need to provide the landscaped strips between the curb and the sidewalk area and plant trees in this area? Can we move the sidewalk behind the curb and plant the trees behind it nearer the homes? As the trees grow that are planted in the strip they tend to buckle the sidewalk.

A12. The Council has a policy of encouraging tree lined streets and with the sidewalks separated from the street by a landscaped area. If your subdivision was approved with a landscaped area between the street and the curb it needs to be constructed that way. To relocate the sidewalk and delete the landscaping would require the applicant to file a request for an amendment to the PAD to make the change, which would need to be approved by the Town Council.

ATTACHMENTS

1. Current Residential Architectural Design Standards

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

TABLE OF CONTENTS

Introduction.....1

Applicability..... 2

Design Guidelines.....3

I. Neighborhood Character.....3

II. Streetscape..... 5

III. Garage Dominance.....8

IV. Building Design..... 9

VI. Architectural Integrity..... 13

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 Steuteville, 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.

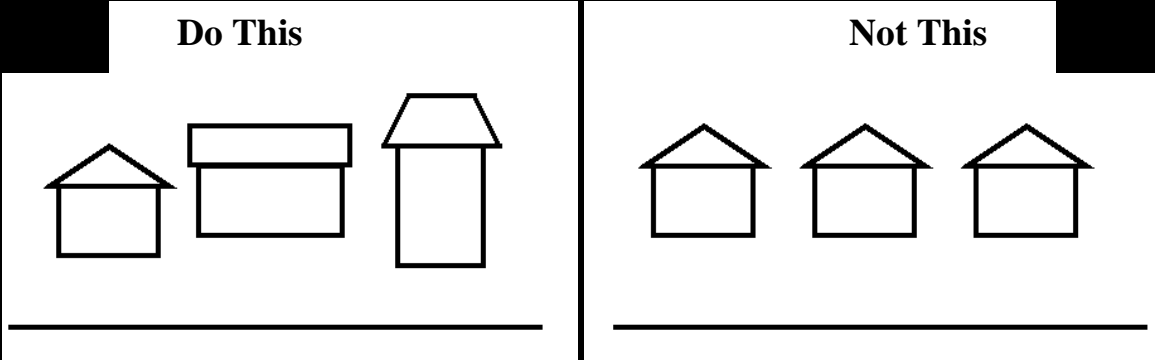
B. In suburban neighborhoods (R1-18, R1-15, R1-12), the man-made and open space elements of the community should be balanced. Internal open space and external transitioning shall be maximized to provide the necessary balance with the man-made elements. Set backs for and between buildings and along public 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.

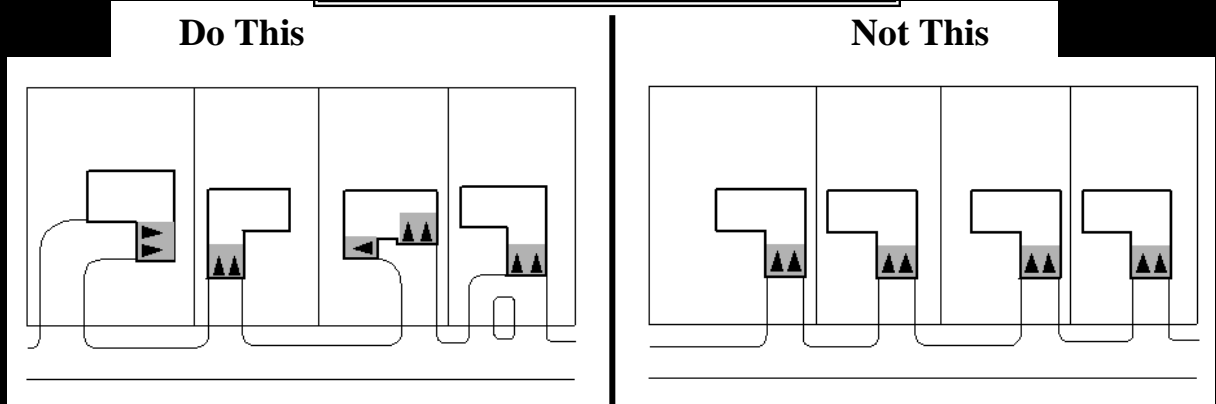
II.B – Varied Roof Forms



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.

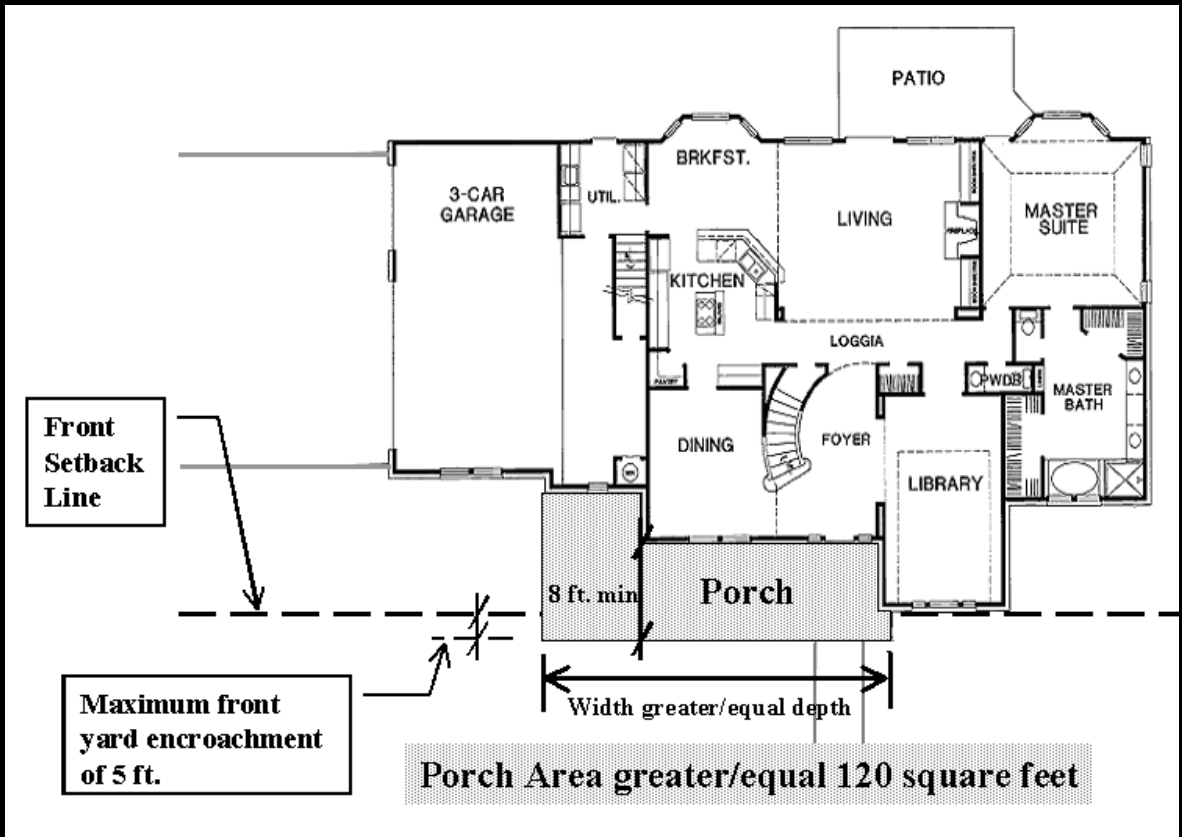
H. Provide visual interest through the use of accent materials (such as stone or brick veneer) such that the application replicates the authentic means of construction (for example, all visible sides of an architectural element are covered as if the entire element was constructed of masonry). When continuing 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)

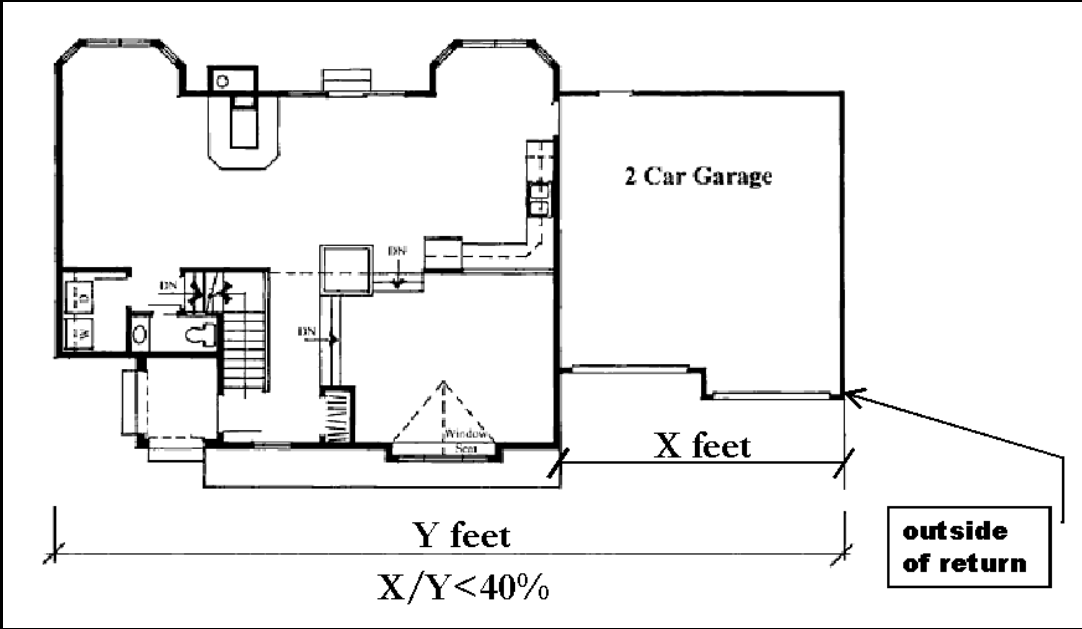
M. Single-story houses built in the R1-12 single-family residential district will be allowed an increase in lot coverage to 40% where front porches are provided that are a minimum of 120 square feet and 8 feet in depth. (*Z)

III.A – Recessed Garage

Do This | **Not This**



III.C – Garage Proportion



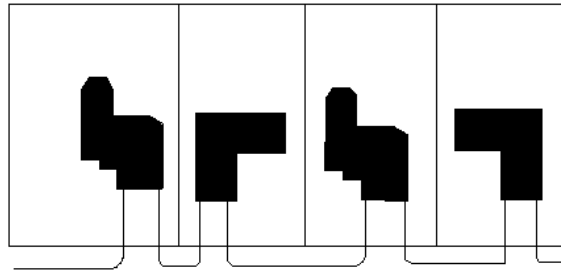
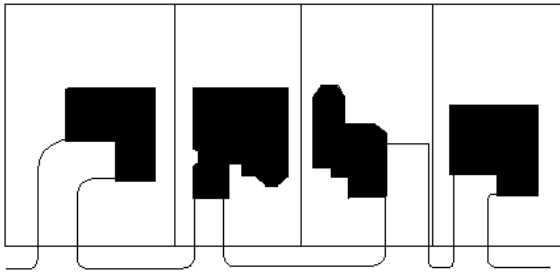
III. Garage Dominance

- 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.

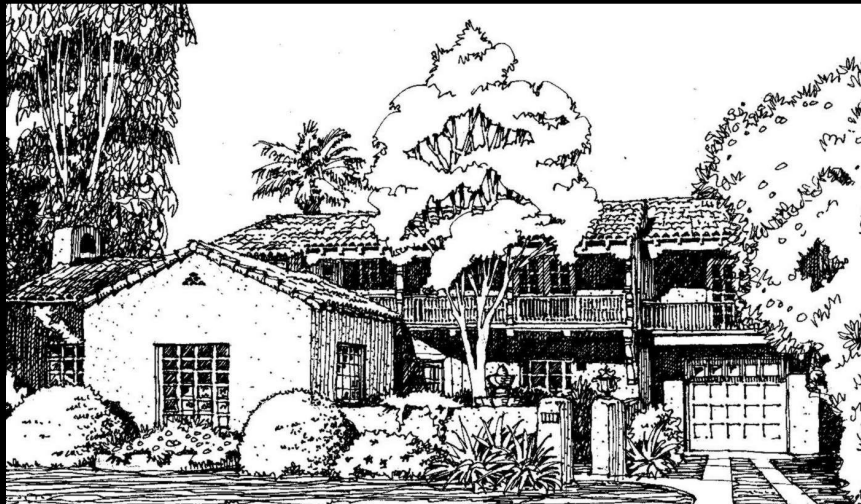


Not This: Too many different proportions are used on this façade.

- 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:

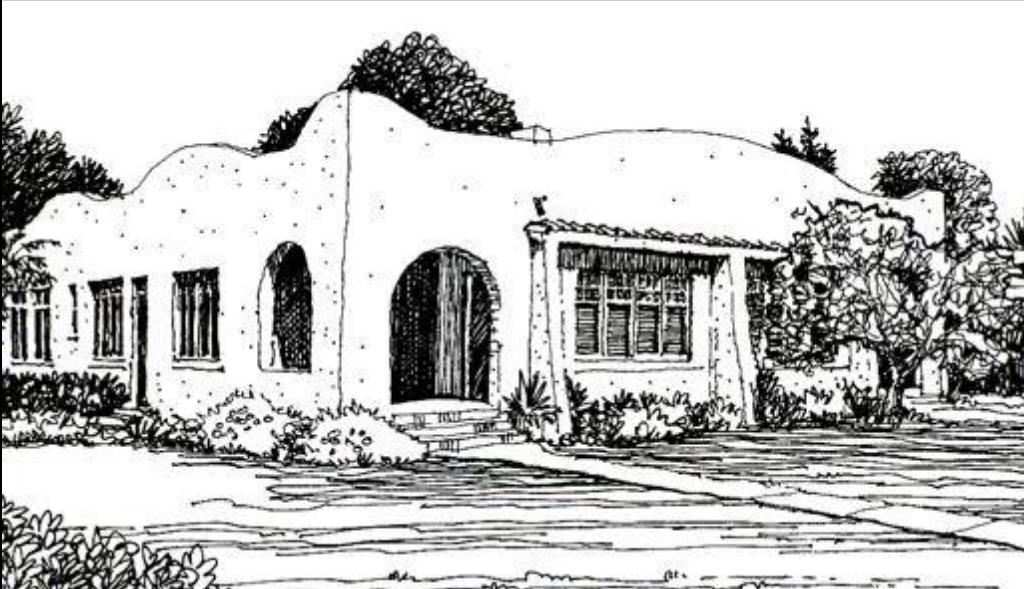
- Two story
- Low-pitched hipped roof
- Symmetrical facade
- Tile roof
- Wide, overhanging eaves supported by decorative brackets
- Small, less elaborate upper-story windows
- Arched first-story window and door openings
- Full-length first-story windows
- Recessed entry porch
- Entrance accented by small 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:

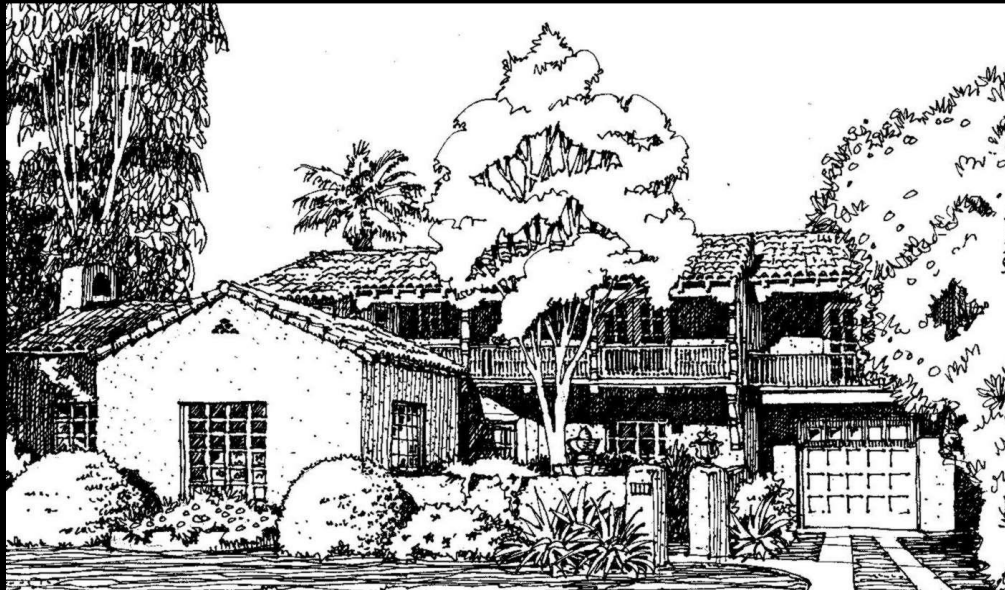
- One story
- Rectangular Plan
- Asymmetrical façade with horizontal emphasis
- Combinations of low-pitch gable and flat roofs
- Tile roofing and parapet walls
- Front entry porches
- Stucco finish
- Square, flat-topped door and window openings
- Tall, wood double-hung windows
- Roof scuppers (canales), 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)



Requesting Department:

Town Manager



TO: HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM: TRACY CORMAN, SENIOR MANAGEMENT ASSISTANT
DEBBIE GOMEZ, PARKS SPECIAL PROJECTS COORDINATOR**

**RE: DISCUSSION ON AMENDMENTS TO THE STANDARD FORM BYLAWS FOR
COMMITTEES, THE COUNCIL POLICIES AND PROCEDURES, AND
DEVELOPMENT OF A COMMISSIONS AND COMMITTEES HANDBOOK**

DATE: MARCH 20, 2013

DISCUSSION:

This item has been placed on the agenda at the Council's request. The Bylaws document, with the proposed changes identified, is attached to the staff report. Additionally, the proposed major amendments outlined in this report would be included in the Town Council Policies and Procedures under Section XVI. COMMITTEES. The Town Council Policies and Procedures document, with these changes identified, is also attached to the staff report. The Town Center Committee and Economic Development Commission bylaws would also be amended to include the major amendments and, based on Council's direction, would be brought back with the other documents for final approval in April.

A brief summary of the proposed changes is provided below.

The proposed changes to the Standard Form Bylaws for Designated Town Committees focus on two areas described as minor and major amendments. Minor amendments are intended to clarify the intent of the provision in the policy (housekeeping items). Major amendments are considered key changes that add, delete, or alter the intent of the policy.

BYLAWS - MINOR AMENDMENTS**Section II – Membership, Roster, Council Liaison, Residency Requirement and Terms of Office; Items (a), (b), (e)**

Currently item (a) reads:

- a) *Member terms are staggered such that the entire committee would not need to be appointed or reappointed at the same time. At the time members are first appointed to any committee, six members of an eleven-member committee shall be appointed for one-year terms. Successive appointments shall be for two-year terms. (in the event that a committee,*

at the time it is first appointed, has fewer than eleven members, members shall be divided evenly between one-year and two-year terms to the greatest extent possible).

Proposed amendment

The proposed amendment would clarify that terms should be staggered when the committee is first established, and thereafter newly appointed members would serve the remaining term of the vacant seat they are filling. The proposed change would ensure that member terms remain in the original staggered schedule.

Currently item (b) reads:

- b) *The Town Council may appoint up to two members from the Town Council to serve as non-voting liaison members of the eleven member committee. The committee shall select a chair and vice chair from the existing voting members on the committee.*

Proposed amendment

The proposed amendment would clarify that the Town Council non-voting liaisons will serve as non-voting members to a committee regardless of the number of members on a committee.

Currently item (e) reads:

- e) *Of the Eleven (11) members on each committee, at least nine (9) shall be residents of the Town of Queen Creek. A maximum of two (2) non-residents may be appointed to committees of less than eleven (11) members*

Proposed amendment

The proposed amendment would clarify that a maximum of two (2) non-residents may be appointed to committees, and that an odd number of voting members must be maintained.

BYLAWS - MAJOR AMENDMENTS

Section II – Membership, Roster, Council Liaison, Residency Requirement and Terms of Office; Items (b) and (f)

Currently item (b) reads:

- b) *The Town Council may appoint up to two members from the Town Council to serve as non-voting liaison members of the eleven member committee. The Committee shall select a chair and vice chair from the existing voting members on the committee.*

Proposed amendment

The proposed amendment would change the committee chairs and vice chairs from being selected by the voting members of the committee to being appointed by the Town Council.

Currently item (f) reads:

- f) *Although multiple Committee membership is discouraged, the Town Council may appoint the same member to one or more committees as they deem appropriate to serve the needs of the town.*

Proposed amendment

The proposed language would limit committee members to only serving on one committee at a time.

Section V: Powers and Duties

Two options are presented for consideration to be added as new language to Section V: Powers and Duties as Item g):

- g) Representation of recommendations of the committee/Expression of personal opinions

- Option 1: Committee members communicating personal opinion after a vote is taken by the Committee;

In order to ensure there is clarity of the majority position of a Town committee, commission or board as a whole, upon appointment to a Town committee, commission or board, the member shall only represent the official policies or positions of the board, commission or committee to the best of their ability when designated as delegates for this purpose. In order to avoid confusion of the majority position of the committee, board or commission, individual members shall avoid making statements unless authorized by the committee, commission or board, at a public meeting to represent the majority interests of the committee, commission or board.

- Option 2: Communicating personal opinion in conjunction with majority position of a committee, commission or board;

When speaking or writing regarding a matter within the jurisdiction of a committee, members of the committee shall represent the official policies or positions of the board, commission or committee on which they serve to the best of their ability. When presenting their individual opinions and positions, members shall explicitly state that the opinions they are expressing are their own, do not represent the view or opinion of the Town of Queen Creek or a committee, board or commission of the Town, and will not infer or suggest that the opinion they are expressing is the opinion of the Town.

In researching these options, Option 2 was found to be used within many other cities' committee bylaws. There were no examples found of cities that used Option 1.

Proposed Additional Program Improvements

In addition to Council's request to review and possibly amend the Standard Form Bylaws to better address the needs of the Town, staff is proposing improving the overall program to include a code of ethics, committee member handbook and training for committee members, chairs/vice chairs and committee liaison staff members. The training would be an opportunity to educate committee members on the public process, public meeting laws, member roles and responsibilities and

committee etiquette. This training would be equally important for staff members in supporting their assigned citizen committees. It is proposed that a third party consultant be brought in to conduct the training, and a funding request may be brought back to a future meeting.

Included as attachments to this staff report are an example of a code of ethics used by the City of Paradise Valley, and a draft table of contents for a committee member handbook that serve as starting points for the development and possible adoption of the two documents at a later date.

Fiscal Impact:

There is no fiscal impact for the amendments proposed within this staff report.

Alternatives:

1. The Council may decide to direct staff to include a combination of the major or minor amendments summarized in this staff report, or none of them at all.

Attachments:

1. DRAFT – Standard Form Bylaws for Town Committees, Boards and/or Commissions
2. DRAFT – Town Council Policies and Procedures – Includes only Table of Contents and Committees Section with proposed changes.
3. Sample Code of Ethics from the City of Paradise Valley
4. DRAFT – Committee Member Handbook Table of Contents

DRAFT

Amendments to Standard Form Bylaws for Designated Town Committees, BOARDS AND/OR COMMISSIONS

Section I: Purpose and Applicability

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

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

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

- a) Member terms are staggered such ~~SO~~ **SO** that the entire committee would ~~WILL~~ **WILL** not need to be appointed or reappointed at the same time. At the time ~~members A~~ **COMMITTEE IS FIRST ESTABLISHED** are first appointed to any committee, six members of an eleven-member committee shall be appointed for one-year terms **AND THE REMAINDER OF THE COMMITTEE SHALL BE APPOINTED TO TWO-YEAR TERMS**. Successive appointments shall be for two-year terms. (in the event that a committee, at the time it is first appointed, has fewer than eleven members, members shall be divided evenly between one-year and two-year terms to the greatest extent possible). **NEWLY APPOINTED MEMBERS TO VACANT SEATS ON A COMMITTEE SHALL SERVE THE REMAINING TERM OF THE VACANT SEAT.**
- b) The Town Council may appoint up to two members from the Town Council to serve as non-voting liaison members of ~~A~~ **A** the eleven-member committee. The ~~committee~~ **TOWN COUNCIL** shall select a chair and vice chair from the existing voting members on the committee.
- c) All Committee members serve at the pleasure of the Town Council and may be removed without cause at any time by a majority vote of the Council. Any committee created or appointed by the Town Council may, by appropriate rules and regulations, provide additional grounds for the removal of members, but in any event, the Town Council shall have the complete authority to remove members from the committee.

- d) Every town committee shall have a minimum of seven (7) members and up to a maximum of eleven (11) members. Council Members serving as non-voting liaison members shall not be counted towards the minimum or maximum committee membership.
- e) ~~Of the Eleven (11) members on each committee, at least nine (9) shall be residents of the Town of Queen Creek. A maximum of two (2) non-residents may be appointed to A committee.s. of less than eleven (11) members.~~ **AN ODD NUMBER OF VOTING MEMBERS MUST BE MAINTAINED ON COMMITTEES.**
- f) ~~Although multiple Committee membership is discouraged, the Town Council may appoint the same member to one or more committees as they deem appropriate to serve the needs of the town.~~ **COMMITTEE MEMBERS MAY SERVE ON NO MORE THAN ONE COMMITTEE AT A TIME.**
- g) Employment with the town disqualifies a citizen from sitting on a committee.

Section III. Staff Assistance.

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

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

Section IV. Meeting Quorum, Voting Procedures and Privileges

- a) The committee shall not conduct any business without the presence of a quorum consisting of a simple majority of the total number of voting members appointed by the Town Council. For example, if there is an eleven member committee, at least six must be present in order to conduct a meeting.
- b) Only town resident members shall have voting privileges for each action item on each agenda; may make a motion on any posted agenda item; and may second the motion for discussion and full committee voting.

Section V: Powers and Duties.

Town Committees shall have the following powers and duties:

- a) At the start of each new fiscal year, every Town Committee shall receive annual approval of its 12-month work program by the Town Council.
- b) Keep and submit meeting summaries or minutes to the Council for information following an official meeting of the committee.

- c) Advise the Council on matters pertaining to the designated committees and work program approved by the Town Council.
- d) Advise the Council on the status of its annual work program and achievement of various initiatives set forth by the Council for implementation.
- e) Advise the Council on matters of public policy affecting the community at-large as it relates to the function and mission of the designated committee and its work program.
- f) Advise the Town Manager on issues pertaining to operations and administration of the town organization.
- g) **REPRESENTATION OF RECOMMENDATIONS OF THE COMMITTEE/EXPRESSION OF PERSONAL OPINIONS**

OPTION 1: COMMITTEE MEMBERS COMMUNICATING PERSONAL OPINIONS AFTER A VOTE IS TAKEN BY A COMMITTEE;

IN ORDER TO ENSURE THERE IS CLARITY OF THE MAJORITY POSITION OF A TOWN COMMITTEE, COMMISSION OR BOARD AS A WHOLE, UPON APPOINTMENT TO A TOWN COMMITTEE, COMMISSION OR BOARD, THE MEMBER SHALL ONLY REPRESENT THE OFFICIAL POLICIES OR POSITIONS OF THE BOARD, COMMISSION OR COMMITTEE TO THE BEST OF THEIR ABILITY WHEN DESIGNATED AS DELEGATES FOR THIS PURPOSE. IN ORDER TO AVOID CONFUSION OF THE MAJORITY POSITION OF THE COMMITTEE, BOARD OR COMMISSION, INDIVIDUAL MEMBERS SHALL AVOID MAKING STATEMENTS UNLESS AUTHORIZED BY THE COMMITTEE, COMMISSION OR BOARD, AT A PUBLIC MEETING TO REPRESENT THE MAJORITY INTERESTS OF THE COMMITTEE, COMMISSION OR BOARD.

OPTION 2: COMMUNICATING PERSONAL OPINION IN CONJUNCTION WITH MAJORITY POSITION OF A COMMITTEE, COMMISSION OR BOARD;

WHEN SPEAKING OR WRITING REGARDING A MATTER WITHIN THE JURISDICTION OF A COMMITTEE, MEMBERS OF THE COMMITTEE SHALL REPRESENT THE OFFICIAL POLICIES OR POSITIONS OF THE BOARD, COMMISSION OR COMMITTEE ON WHICH THEY SERVE TO THE BEST OF THEIR ABILITY. WHEN PRESENTING THEIR INDIVIDUAL OPINIONS AND POSITIONS, MEMBERS SHALL EXPLICITLY STATE THAT THE OPINIONS THEY ARE EXPRESSING ARE THEIR OWN, DO NOT REPRESENT THE VIEW OR OPINION OF THE TOWN OF QUEEN CREEK OR A COMMITTEE, BOARD OR COMMISSION OF THE TOWN, AND WILL NOT INFER OR SUGGEST THAT THE OPINION THEY ARE EXPRESSING IS THE OPINION OF THE TOWN.

Section VI. Committees – General Qualifications of Members.

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

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

Section VII. MEMBER APPOINTMENT PROCESS

Any citizen interested in joining a town committee must complete a notice of interest form and submit it to the town clerk's office.

- a) Citizens completing the interest form must rank order (prioritize) their preference for a specific committee (only active committees shall be listed with an option to check 'other' as well)
- b) Upon receipt of a notice of interest form, the Town Clerk's office shall generate a letter notice of acknowledgement.
- c) The Town Clerk's office shall keep, maintain, and update all master lists. Master lists include: 1. Committee members; and 2. Interested residents. Notice of interest forms shall be kept on file at the clerk's office for a period of twelve (12) months. At the end of twelve (12) months notice of interest forms will expire. Once a notice of interest form has expired, it will be removed from the master list and shredded. At this time, in order to remain in consideration for active committees, applicants must fill out an updated notice of interest form and submit it to the town clerk's office.

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

- a) The committee manager shall notify their department director of any committee vacancies immediately. The department director shall in turn notify the Town Manager and Town Clerk of the vacancies, and request Notice of Interest Forms from the Town Clerk.
- b) Upon notice of the vacancy, the Town Clerk shall forward Notice of Interest Forms to the committee manager. If no Notice of Interest Forms are on file, advertisements for committee vacancies shall be posted on sites that include, but not limited to the town web site, *About Town Newsletter*, the weekly update, Channel 11 and additionally, news releases shall be issued. Depending on the time needed to fill a committee vacancy, alternatives to this list may be considered by the department director. Advertising will be done until the vacancy is filled. Please note: other forms of advertisement may be used to adequately reach the intended audience.

- c) The committee manager shall review notice of interest forms to determine whether the residency requirement has been met for that committee. The committee manager shall forward eligible Notice of Interest Forms to the Mayor, or designee and committee chair for review.
- d) The Mayor or designee shall make contact with applicants to discuss the committee meeting schedule and commitments in order to determine their interest and availability.
- e) Interviews shall be conducted by the Mayor or if delegated by the Mayor, the committee chair (please note: the department director shall be used as the backup, if necessary). The purpose of the interview will be to determine the applicant's background, the individual's availability to serve, and their knowledge and areas of interest in relation to the committee's work program.
- f) The department director and committee chair shall decide which applicant(s) to recommend to the Mayor for membership. The department director shall meet with the Mayor to discuss the recommendation, if the Mayor approves, the committee chair shall contact the applicant(s) to confirm their acceptance of the recommendation. Upon confirmation, the committee chair shall notify the committee manager of the recommendation.
- g) The committee manager shall submit the recommendation as an item for an upcoming council agenda through their department director. The agenda language should be formatted as follows: "consideration and possible approval of the appointment of _____ to the _____ committee."
- h) The committee manager shall develop and submit a staff report through their department director requesting the official committee appointment. Included with the staff report will be a copy of all the Notice of Interest Forms received.
- i) If the mayor and council approve the recommended appointment, the department director shall prepare a congratulatory letter of appointment with the mayor's signature to the new committee member within one week of the official appointment. The department director shall also send notices to those applicants who were interviewed but not appointed.
- j) If the recommended applicant is not appointed by mayor and council, the mayor, or if delegated by the mayor the committee chair, must make a new recommendation based on the remaining notice of interest forms. If there are no remaining notice of interest forms, the committee vacancy shall be advertised as specified in (b) above.
- k) Upon the appointment of a new committee member, the committee manager shall conduct an orientation. The orientation may vary depending on the committee's work plan, but must include at a minimum the following:

- a. An overview of the role and authority of committees in the council-manager form of government.
 - b. An introduction to the purpose and mission of the committee, including a summary of the committee's bylaws, work plan and actions over the last six (6) months.
 - c. Hard copies of the Committee Bylaws, Work Plan, and any additional support materials including budgets and approved plans and maps.
 - d. A written schedule of meetings and other commitments.
 - e. Contact information for the committee manager and support staff.
- l) When the orientation has been completed, the committee manager shall notify their department director and provide the date of the first meeting the new member will be attending.

Section VIII. INACTIVE COMMITTEES

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



TOWN OF
QUEEN CREEK
ARIZONA

Town Council Policies and Procedures

Table of Contents

- I. COUNCIL MEETINGS – Dates, Times, Locations5
 - A. Regular Meetings5
 - B. Other locations5
 - C. Location During Local Emergency5
 - D. Cancelled Meetings5
 - E. Special Meetings and Emergency Meetings.....5
 - F. Executive Sessions5
- II. NOTICES OF MEETINGS6
- III. QUORUM6
- IV. DUTIES OF MAYOR6
 - A. Chair6
 - B. Absence of Mayor6
 - C. Absence of Mayor and Vice Mayor6
 - D. Attendance by the Public6
- V. MINUTES.....7
 - A. Summary Minutes7
 - B. Council Minute Approval.....7
 - C. Recordings of Meetings.....7
- VI. RULES OF CONDUCT7
 - A. Addressing Members of Public and Staff7
 - B. Council Deliberation and Order of Speakers7
- VII. MOTIONS.....8
 - A. Procedure for Motion.....8
 - B. Motion Amendments8
 - C. Motion of Direction8
 - D. Ordinances8
 - E. Voting8
 - F. Abstention8
 - G. Tie Votes9



- H. Motions for Reconsideration9
- I. Suspension of the Rules9
- VIII. OPEN MEETING LAW VIOLATIONS10
- IX. CONFLICT OF INTEREST10
- X. PUBLIC HEARINGS.....11
 - A. Continuance of Public Hearings11
 - B. Public Discussion at Public Hearings11
- XI. FINAL ACTION12
- XII. DISCUSSION OR DIRECTION.....12
 - A. Written Materials for Public Record12
 - B. Addressing the Town Council12
- XIII. PUBLIC COMMENT13
- XIV. COUNCIL MEETING AGENDA13
 - A. Order of Agenda13
 - B. Ceremonial Matters13
 - C. Committee Reports14
 - D. Public Comment14
 - E. Consent Calendar14
 - F. Items for Public Hearing, Final Action or Discussion14
 - G. Adjournment14
- XV. AGENDA SETTING PROCESS.....14
- XVI. COMMITTEES.....14
 - A. Council Member Appointments and Assignments.....16
 - B. Council Member participation in community activities16
- XVII. CEREMONIAL REPRESENTATIVE16
- XVIII. ADMINISTRATIVE SUPPORT FOR COUNCIL16
 - A. Mail.....16
 - B. Mail addressed to the Mayor17
 - C. Council Correspondence17
 - D. Clerical support17
 - E. Personal Correspondence17



- F. Council notification of significant incidents17
- XIX. TOWN COUNCIL/STAFF RELATIONS17
- XX. TOWN-COUNCIL RELATIONS WITH OTHER COMMITTEES/GROUPS18



C. Committee Reports

This is the time that a Council Member or Committee Chair will make reports on conferences, committee meetings, events or other items that the Council may submit.

D. Public Comment

Members of the public may address the Town Council on items not on the printed agenda during this time; however, these items must be within the Council's jurisdiction. There is a three-minute time limit.

E. Consent Calendar

Items on the Consent Calendar are considered routine and are enacted by one motion and one vote. If Council or staff removes an item from the Consent Calendar, discussion on that item will take place after the vote on the remaining items on the Consent Calendar. A member of the public may ask that a Public Hearing item listed on the Consent Calendar be removed for comment. A motion and vote will be required on any item pulled from the Consent Calendar.

F. Items for Public Hearing, Final Action or Discussion

In accordance with the Arizona Revised Statutes, the Council may not discuss or take action on any item not posted on the agenda 24 hours prior to the meeting.

G. Adjournment

After all items on the agenda are discussed and acted upon, the Mayor (Chair) will adjourn the meeting.

XV. AGENDA SETTING PROCESS

1. The Mayor or two Council Members may through the Town Manager request specific items/issues placed on the agenda for discussion/action.
2. On the Tuesday prior to the week of the Council Meeting, an agenda setting meeting is held for the purpose of placing items on the agenda. The Town Manager, Department Heads and Town Clerk attend this meeting. If possible, the Mayor may participate via the telephone or in person. The Town Attorney attends this meeting and reviews the agenda prior to printing.

XVI. COMMITTEES

Committees are formed on an as-needed basis with a clearly defined purpose. The Town Council may appoint up to two members from the Town Council to serve as non-voting liaison members. The committee **TOWN COUNCIL** shall select a chair and vice chair from the voting members on the committee.



Town Committees shall have the following powers and duties:

1. At the start of each new fiscal year, every Town Committee shall receive annual approval of its 12-month work program by the Town Council.
2. Keep and submit meeting summaries or minutes to the Council for information following an official meeting of the committee;
3. Advise the Council on matters pertaining to the designated committees and work program approved by the Town Council.
4. Advise the Council on the status of its annual work program and achievement of various initiatives set forth by the Council for implementation.
5. Advise the Council on matters of public policy affecting the community at-large as it relates to the function and mission of the designated committee and its work program.
6. Advise the Town Manager on issues pertaining to operations and administration of the town organization
7. **COMMITTEE MEMBERS MAY SERVE ON NO MORE THAN ONE COMMITTEE AT A TIME.**
8. **REPRESENTATION OF RECOMMENDATIONS OF THE COMMITTEE/EXPRESSION OF PERSONAL OPINIONS**

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A. Council Member Appointments and Assignments

The Mayor appoints and the Council confirms Council Member assignments to outside agencies, committees, task forces and liaison roles.

B. Council Member participation in community activities

From time to time, Council Members may choose to participate in community activities, committees, events and task forces. When a Council Member participates in these types of activities, the Council Member is acting as an interested party rather than acting on behalf of the Town Council. Acting or participating on behalf of the Town Council is limited to those instances when the Council has formally designated that Council Member as its representative for the matter.

XVII. CEREMONIAL REPRESENTATIVE

Mayor to act as Council Ceremonial Representative — The Mayor has been delegated the responsibility to act as the Council's ceremonial representative at public events and functions. In the Mayor's absence, the Vice Mayor will assume this responsibility. In both the Mayor and Vice Mayor's absence, the Mayor will appoint another Council Member to assume the responsibility.

XVIII. ADMINISTRATIVE SUPPORT FOR COUNCIL

A. Mail

All mail addressed to Council Members, whether business related or personal, is delivered to the Executive Administrative Assistant in the Town Managers Office and distributed to their mailbox.



TOWN OF PARADISE VALLEY ETHICS POLICY

The purpose of this ethics policy for the Town of Paradise Valley is to assure the quality of government through ethical principles which shall govern the conduct of the Town Council and members of the Town's boards, committees and commissions. We shall:

1. *Obey the Constitution and laws of the United States of America, the Constitution and Laws of the State of Arizona, and the laws of the Town of Paradise Valley.*
2. *Be dedicated to the concepts of effective and democratic local government.*

Democratic Leadership. We shall honor and respect the principles and spirit of representative democracy and set a positive example of good citizenship by scrupulously observing the letter and spirit of laws, rules, and regulations.

3. *Affirm the dignity and worth of the services rendered by the Town government and maintain a deep sense of social responsibility as a trusted public servant.*
4. *Be dedicated to the highest ideals of honor, ethics, and integrity in all public and personal relationships.*

Public Confidence. We shall conduct ourselves so as to maintain public confidence in Town government and in the performance of the public trust.

Impression of Influence. We shall conduct our official and personal affairs in such a manner as to give a clear impression that we cannot be improperly influenced in the performance of our official duties.

5. *Recognize that the chief function of local government is at all times to serve the best interests of all the people.*

Public Interest. We shall treat our office as a public trust, only using the power and resources of public office to advance public interests, and not to attain personal benefit or pursue any other private interest incompatible with the public good.

6. *Keep the community informed on municipal affairs; encourage communication between the citizens and all municipal officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.*

Accountability. We shall assure that government is conducted openly, efficiently, equitably, and honorably in a manner that permits the citizens to make informed judgments and hold Town officials accountable.

Respectability. We shall safeguard public confidence in the integrity of Town government by being honest, fair, caring and respectful, and by avoiding conduct creating the appearance of impropriety, or impropriety of which is otherwise unbecoming a public official.

7. *Seek no favor; believe that personal benefit or profit secured by confidential or privileged information or by misuse of public time is dishonest.*

Private Employment. We shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of official duties.

Confidential Information. We shall not disclose to others, or use to further our personal interest, confidential information acquired in the course of our official duties.

Gifts. We shall not directly or indirectly, in connection with service to the Town, solicit any gift or accept or receive any gift - of any value - whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form of gratuity. This policy shall not apply to hospitality, transportation or other assistance provided to Town officials, which is directly related to their participation in community events as a representative of the Town.

Investment in Conflict with Official Duties. We shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with our official duties.

Personal Relationships. Personal relationships shall be disclosed in any instance where there could be the appearance of conflict of interest or a conflict of interest.

8. *Conduct business of the Town in a manner which is not only fair in fact, but also in appearance.*

Disclosure. In quasi-judicial proceedings, we shall abide by the directives of Arizona Revised Statutes which require full disclosure of contacts by proponents and opponents of land use projects which are before the Town Council. The Town's Boards and Commissions are also subject to these same rules. In addition to these requirements of state statutes, we shall apply this same standard of disclosure to other discretionary actions of the Council.

DRAFT

**Committee Member Handbook
Table of Contents**

- Chapter 1: **Town of Queen Creek Overview**
- Part 1: The Town Council*
 - Part 2: City Administration*
 - Part 3: Town of Queen Creek Boards, Committees and Commissions*
- Chapter 2: **Your Responsibilities as a Board, Committee or Commission Member**
- Part 1: Roles and Responsibilities*
 - Part 2: Board, Committee or Commission Service*
 - Part 3: Public Perceptions and Ethics*
 - Part 4: Mentoring New Members*
- Chapter 3: **Successful Boards, Committees and Commissions**
- Part 1: Getting Ready for a Meeting*
 - Part 2: Successful Meetings*
 - Part 3: Making Good Decisions*
 - Part 4: Basic Parliamentary Procedure*
- Chapter 4: **Public Involvement and the Board, Committee and Commission Level**
- Part 1: Representing the Community*
 - Part 2: Dealing with the Media*
- Chapter 5: **Laws, Regulations, Policies, and Procedures**
- Part 1: Conflicts of Interest*
 - Part 2: The Arizona Open Meeting Law*