



Agenda
Work Study and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
May 15, 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 Town attorneys for legal advice and to consider the Town's position and instruct its attorneys regarding contemplated litigation against Accelerated Construction Technologies f/k/a Modular Technology, Inc. and Merchants Bonding Co. A.R.S. § 38-431.03(A)(3) and (4).

B. Discussion and consultation with the Town Attorneys to consider the Town's position and instruct its attorneys regarding pending claims against the Town. A.R.S. 38-431.03(A)(4).

C. Discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys and staff regarding negotiations with the Arizona Cutting Horse Association. A.R.S. 38-431.03(A)(3) and (4).

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 an Organizational Compensation and Classification Study. *TAB L*

5. Presentation and discussion on Calendar Year 2012 policing statistics and 1st Quarter 2013 policing activities.

6. Adjournment



Agenda
Regular and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
May 15, 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. Proclamation – National Public Works Week – May 19-25

6. Committee Reports

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

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

C. Town Center Committee – May 8, 2013

D. Transportation Advisory Committee – May 9, 2013

E. Budget Committee – May 6, 7 & 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.

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Queen Creek Town Council

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

A. Consideration and possible approval of the April 17, 2013 Work Study and Regular Session Minutes. **TAB A**

B. Consideration and possible approval of the May 1, 2013 Work Study and Regular Session Minutes. **TAB B**

C. Consideration and possible approval of Expenditures over \$25,000: **TAB C**

- 1) Weber Water Resources – well repairs - \$41,039 (*budgeted item*)
- 2) InfoSend, Inc. – bill printing and mailing - \$45,000 (*budgeted item*)

D. Consideration and possible approval of an Intergovernmental Agreement between the Town and Pinal County for roadway maintenance in San Tan Ranches area in an amount not to exceed \$142,500. (*budgeted item*) **TAB D**

E. Consideration and possible approval of the Final Plat for Preserve at Hastings Farms Parcel D – Phase 1, a request by Maracay 91, LLC. **TAB E**

F. Consideration and possible approval of the Final Plat for Preserve at Hastings Farms Parcel D – Phase 2, a request by Maracay 91, LLC. **TAB F**

G. Consideration and possible approval of a Services Contract, with up to four (4) additional one-year periods, with San Tan Youth Football League to produce a Flag and Tackle Football League in the Town of Queen Creek, making San Tan Youth Football League an official Youth Sports Partnership of the Town. **TAB G**

H. Consideration and possible approval of a lease agreement with Sprint Spectrum, LP for a renewable five-year lease of premises located Founders Park for a cellular tower and equipment compound. **TAB H**

I. Consideration and possible approval of the Employment Agreement with Town Manager and adding a telecommunications stipend of \$75/month. **TAB I**

J. Consideration and possible approval of a Cooperative Purchase Agreement with the City of Scottsdale and with Clifton Larson Allen, Auditing Firm in the amount not to exceed \$48,675 for the year ending June 30, 2013 audit of the financial statements of the Town of Queen Creek. (*budgeted item*) **TAB J**

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

None.

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

9. Discussion and possible action on the continuation of the Town Center Façade Improvement Program. ***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.

10. Discussion on an Organizational Compensation and Classification Study. ***TAB L***
(If necessary)

11. Presentation and discussion on Calendar Year 2012 policing statistics and 1st Quarter 2013 policing activities. *(If necessary)*

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

13. Adjournment



Minutes
Work Study Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
April 17, 2013
5:30pm

1. Call to Order

Mayor Barney called the meeting to order at 5:30pm.

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

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

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 attorneys for legal advice regarding a Maricopa County Air Quality Non-Compliant Inspection and Notice to Respond for dust control and stabilization measures for Town-owned vacant lots at Appleby Road & 196th St. (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.

1st: Barnes

2nd: Gad

VOTE: Unanimous

The Work Study Session reconvened at 6:05pm.

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 the Pinal Partnership.

Sandie Smith, representing Pinal Partnership, provided an introduction on the organization and discussed the various committees, meeting topics and opportunities to network with other jurisdictions within Pinal County. City of Maricopa Vice Mayor Ed Farrell, also representing Pinal Partnership was introduced.

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5. Update on the 2013 Roots N' Boots event.

Jon Wootten, representing Friends of Horseshoe Park, provided information related to the two goals for event: 1) Break Even and 2) Successful Community Event.

Mr. Wootten provided details on the expenses and revenues including the in-kind Town sponsorship that included staff, services and site rental. He said the expected repayment to Town will be \$17,101, which is slightly lower than 2012.

Mr. Wootten also provided results of the exit surveys completed by 433 attendees. The results showed that those rating the event as excellent had increased; the attendance from outside the Queen Creek area had increased (more people travelled); and most attendees heard about the event from others.

He also discussed the effects on the event from the rain and storm resulting in rescheduling some events and cancelling others, but with the priority on holding the youth events. Mr. Wootten added that the Friends of Horseshoe Park are looking forward to planning the 2014 Roots ' Boots.

6. Discussion on use of the budget contingency fund.

Assistant Town Manager Patrick Flynn discussed the Town's Contingency Fund policy to pay for unforeseen and unbudgeted needs, which can include, but not limited to emergencies, safety issues and legal issues. He said the policy is to have 3% of the General Fund budget set aside for contingency each budget year, and that FY12-13 contingency balance is \$440,000. He further explained that use of the Contingency Fund is rarely used and is at the discretion and approval of the Town Council and that any unused FY Contingency funds rolled into the next FY Unrestricted Fund (savings) which has a current balance of \$11.4 million. Mr. Flynn also stated that the Town's policy is similar to other jurisdictions.

Council discussed options to budget contingency funding into Department budgets to allow more flexibility. Mr. Flynn responded that this approach was used in years past but discontinued during the recession years and the Contingency Fund was centralized. Council asked about project/contract contingency funds. Mr. Flynn explained that that type of contingency was built into the project funding budget.

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
April 17, 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; Gad; Oliphant; Wheatley; Vice Mayor Benning and Mayor Barney. Council Member Brown was absent.

3. Pledge of Allegiance: Led by Hunter Thompson, Scout Troop 387

4. Invocation: A moment of silence was held.

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

Jon McHatton, representing Congressman Matt Salmon's office was recognized.

Proclamation – Week of the Young Child April 14-20: Mayor Barney read highlights of the proclamation.

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.

Vice Mayor Benning reported on his attendance at the National Planning Conference held in Chicago April 12-16 and briefly described several sessions on transportation, economic development and transit.

Mayor Barney reported on several meetings:

Phoenix-Mesa Gateway Airport Board of Directors – April 15, 2013: The final phase of the current terminal was approved, adding two more gates. The airport was also identified as the fastest growing commercial airport.

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Legislative District 12 Republican Precinct Committee – April 11, 2013: Mayor Barney gave an overview of the Town’s budget and reductions; economic development; streamlined customer service and emphasis on regional partnerships.

Maricopa Association of Governments Executive Committee – April 15, 2013: The map of expanded MAG boundaries to include a portion of Pinal County, Florence, Maricopa and Gila Indian Community was approved; Mesa Mayor Smith was named as the Chair; and an update on the FY14 budget was given. The next meeting is May 13, 2013.

Maricopa Association of Governments Economic Development Committee – April 16, 2013: Discussion was on border transportation infrastructure projects. The next meeting is May 7, 2013.

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

C. Town Center Committee – April 17, 2013: Council Member Oliphant reported on the presentation by Development Services Director Chris Anaradian; approval of the application by Queen Creek Nutrition for signage under the Façade Improvement program and discussion on parking in the Town Center. The next meeting is May 8, 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.

Silvia Barrett, 19807 E. Happy Road, Maricopa County, requested Council rescind support for the Resolution Copper Mining project in Superior, AZ.

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 20, 2013 Work Study and Regular Session Minutes.

B. Consideration and possible approval of **Resolution 937-13** amending the Standard Form By-laws for Town Committees, Boards, and/or Commissions, Section II,

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Membership, Roster, Council Liaison, Residency Requirement and Terms of Office (a), (b), (e) and (f); Section IV – Powers and Duties (A) and (G); Section VII – Member Appointment Process (C) and (E); and Section VIII – Inactive Committees.

C. Consideration and possible approval of **Resolution 938-13** amending the Town Council Policies and Procedures Section XVI Committees.

D. Consideration and possible approval of **Resolution 939-13** amending the By-laws for the Town Center Committee and the Economic Development Commission Section 2 Composition, Section 10 Election of Officers, and adding a Section 19 Expression of Personal Opinion in Conjunction with Majority Position.

E. Consideration and possible approval of **Resolution 940-13** adopting a Committee, Board and Commission Handbook.

F. Consideration and possible approval of a 5 (five) – Year electronic patient care records system contract with Sansio in the initial amount of \$4,970 for installation and implementation of the software system and \$6,600 per year for system support.

G. Consideration and possible approval of **Resolution 942-13** approving an Intergovernmental Agreement with the Queen Creek County Island Fire District for Fire and Emergency Medical Services, effective May 1, 2013 and declaring an emergency.

H. Consideration and possible approval of the Final Plat for Victoria Parcels 11 & 11A, a request by Meritage Homes of Arizona, Inc.

Council requested Consent Items C, E and G removed for discussion.

Motion to approve the remainder of the Consent Calendar Items A, B, D, F & H as presented

1st: Benning

2nd: Barnes

VOTE: Unanimous

Item C: Council wanted to emphasize the importance of residents serving on committees.

Motion to approve Item C as presented

1st: Gad

2nd: Benning

VOTE: Unanimous

Item E: Council thanked the staff for bringing a handbook to aid those who volunteer for committees and commissions.

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Motion to approve Item E as presented

1st: Oliphant
2nd: Wheatley
VOTE: Unanimous

Item G: Council thanked all the volunteers and staff who were involved in forming the Queen Creek County Island Fire District.

Motion to approve Item G as presented

1st: Barney
2nd: Benning
VOTE: 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 **RZ13-004/SD13-005/DR13-006 – ORDINANCE 532-13 “Quail Creek”** a request by K. Hovnanian Homes for rezoning from R1-18 PAD to R1-9 PAD, preliminary plat approval for 47 lots on 37.3 acres and design approval of five (5) floor plans with three (3) elevations each. The property is located south of Queen Creek Road, on the east side of Sossaman Road. (Continued from the April 3, 2013 Council Meeting)

Planner Dave Williams reviewed the rezoning request, preliminary plat and design review. As part of the PAD, the applicant is requesting to delete the floor ratio requirements & the maximum lot depth & width, which staff supports. The applicant is also requesting a deviation for side setbacks to 10’ between structures, which is not supported or recommended by staff. Mr. Williams also reviewed the preliminary plat/site plan showing gated streets, open space amenities and easement improvements on Twin Acres Drive to provide for emergency access.

Council asked for additional information on the surrounding properties. Mr. Williams explained that they were in a Maricopa County island and the Town’s jurisdiction ends at the Quail Creek east and south boundaries. Council also discussed further the separation width.

Greg Davis, iPlan, representing the applicant, gave a presentation on the site plan, community amenities – that include one large park and two smaller ones; and open space on the east to accommodate the county island residents use of the Wash access. Mr. Davis stated that the applicant would dedicate the Wash property to the Town and also explained the applicants request for setback deviations and a request to delete the stipulation (#8) requiring builder installed front-yard landscaping. Mr. Davis said that with larger lots owners typically want to design their own landscaping. Council asked if

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an alternative stipulation providing a minimum landscape package could be considered. Mr. Williams responded that landscaping is necessary but could negotiate an alternative and the requirements would also be addressed in the CC & R's.

Community Development Director Chris Anaradian stated the applicant will agree to landscape plan approval prior to issuance of a building permit that doesn't include mandatory types of trees or shrubs, to be installed within 90 days. Clarification was added that landscaping would be required to be installed within 90 days of occupancy.

Council asked the applicant for more information on the request for a gated community. Mr. Davis responded that it is for marketing purposes as well as providing a sense of privacy and security. He added that the streets have no connectivity to any other development and the HOA will be responsible for maintenance. Council also asked for more detail on the fence plan.

Motion to approve RZ13-004/SD13-005/DR13-006 – ORDINANCE 532-13 “Quail Creek” with the amended stipulation #8 requiring a minimum landscape package be installed within 90 days of occupancy as an alternative to an owner installed package

**1st: Benning
2nd: Barnes**

Further discussion was in regards to gated communities.

VOTE: Unanimous

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

10. Discussion and possible action on options to address the budget shortfall due to unexpected expenditures at Horseshoe Park & Equestrian Centre (HPEC) for FY2013.

Economic Development Director Doreen Cott provided a review of the unforeseen expenditures at Horseshoe Park & Equestrian Centre (HPEC) from storm damage; required signage repairs and replacement of the concession door. Ms. Cott said as a result of prior Council discussion and non-approval of a contingency fund transfer of \$55,000 on April 3, 2013, staff developed some additional options for consideration:

- Hybrid approach using project savings within Economic Development (\$13,000), additional revenues from bedding sales (\$17,000) and \$25,000 transfer from contingency (Staff recommendation)
- Fund the shortfall out of year-end surplus
- Carry over the shortfall into next FY budget

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- Cancel events, close park beginning June 1, furlough staff for June – but at a risk of losing staff and reputation of park

Council requested that Council Member Brown's e-mail comments in support of staff's recommendation be read. Town Manager Kross read the comments.

Council also asked whether there had been any other requests for contingency funds. Mr. Kross responded one in the amount of \$60,000 but not related to HPEC. Council further discussed the use of contingency funds, HPEC operating costs and revenues generated.

Motion to transfer \$100,000 from contingency to HPEC - \$50,000 for current shortfall and additional \$50,000 for emergencies and at the Town Manager's discretion

1st: Barnes

2nd: None

MOTION DIED

Motion to approve Option 1 as recommended by staff

1st: Benning

2nd: Gad

VOTE: Unanimous

11. Discussion and possible approval of **Resolution 941-13** endorsing and supporting the "TEAL and "YELLOW" route alternatives developed as part of the Arizona Department of Transportation Passenger Rail Corridor Study.

Planning Administrator Wayne Balmer provided background information on the study and staff's recommendation to support the "TEAL" and "YELLOW" routes which use existing railroad through Queen Creek. He said that the Town of Gilbert supports the same routes.

Mr. Balmer discussed the next steps in selecting the final two route alternatives to be put on the map and added that there is no funding available for any other part of the study.

There was discussion on projected ridership and promoting the preferred alternatives on social media. Intergovernmental Liaison Wendy Kaserman stated that during the public comment period in December 2012, information was provided to residents via social media.

Council asked if plans could be changed in the future. Mr. Balmer responded that the needed rights-of-way needed to be set before any future development occurs along the preferred route and the Town needs to be proactive and address the Town's needs.

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Motion to approve Resolution 941-13

1st: Benning

2nd: Barnes

VOTE: 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.

12. Update on the 2013 Roots N' Boots event. *(If necessary)*

Discussion held at Work Study Session.

13. Discussion on use of the budget contingency fund. *(If necessary)*

Discussion held at Work Study Session.

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

None.

15. Adjournment

The meeting was adjourned at 8:40pm.



Minutes
Work Study Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
May 1, 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 (arrived at 6:20pm); Wheatley (arrived at 5:35pm); Vice Mayor Benning and Mayor Barney.

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

A. Discussion and consultation with the Town's attorney for legal advice and with the Town's attorneys and representatives to consider the Town's position and instruct its representatives regarding agreements that are the subject of negotiations related to the possible sale or lease of property in the Town Center. A.R.S. § 38-431.03(A)(3),(4) and (7).

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

Motion to adjourn to Executive Session at 5:31pm

1st: Gad

2nd: Barnes

VOTE: Unanimous

The Work Study Session reconvened at 6:13pm.

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. Update on the Pavement Preservation Plan and Highway User Revenue Fund (HURF) Budget.

Public Works Division Manager Troy White introduced and commended Streets Superintendent Jan Martin on her innovative cost saving ideas that resulted in a greatly reduced deficit from prior forecasts.

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Ms. Martin gave a status report on the pavement rating and reduced maintenance backlog and lower cost of materials. Ms. Martin said after evaluating projects, the proposed work plan includes equipment acquisition, temporary staffing and consultant services, preventative maintenance and repairs.

Ms. Martin reviewed the list of various repairs to roads, Ocotillo Road Bridge, and concrete repairs. There was additional discussion on the proposed repairs to Queen Creek Road (east of Ellsworth Road) and to Old Ellsworth Road adjacent to the San Tan Historical Society building. Council requested that staff keep the Queen Creek School District informed of the project and consider driver safety. Town Manager Kross added that the Old Ellsworth Road project can be brought back to Council with options prior to approving it.

5. Discussion on sewer capacity, plant expansion and wastewater re-use.

Utilities Director Paul Gardner presented an overview of the sewer service and Greenfield Wastewater Reclamation Plant (GWRP). He provided details on the current capacity and use by Queen Creek and the necessary capacity for future build-out. Mr. Gardner explained that currently Queen Creek's reclaimed water is being used by Gilbert & Mesa but Queen Creek will eventually be required to take it.

Mr. Gardner also discussed the expansion of the plant and the Town will need to determine at what capacity to buy into. Mr. Kross said that this issue is included in the policy items to discuss with Council.

6. Adjournment

The meeting was adjourned at 6:50pm.



Minutes
Regular Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
May 1, 2013
7:00 p.m.

1. Call to Order

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

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

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

3. Pledge of Allegiance: Led by Mayor Barney.

4. Invocation: A moment of silence was observed.

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

Recognition of Service – Wendy Kaserman: Mayor Barney commended Ms. Kaserman on her 7 years of service with the Town and her assistance with the Legislature and many projects and programs.

Ms. Kaserman thanked the Council and staff for the opportunities to grow and gain experience.

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.

Vice Mayor Barney reported on the April 24, 2013 CAG Special Regional Meeting and the appointment of Ken Hall as the new Executive Director.

Mayor Barney reported on several meetings:

- Phoenix-Mesa Gateway Airport – April 30, 2013: Two contracts were approved.
- MAG Regional Council – May 1, 2013: Agenda items included transportation funding at the state and federal level; HOV and passenger rail.

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-East Valley Mayors – Discussion topics included transaction privilege taxes, branding and marketing.

-GPEC – Conference in Washington D.C. – Mayor Barney reported he attended several aerospace/technology sessions and other discussions were in regard to immigration, sequestration and airport funding. He also met with Representatives Frank, Sinema and Salmon and Senators Flake and McCain.

Council Member Barnes reported on his visit to Sonoma Ranch Elementary School on April 23, 2013 as part of a student's request for information. He visited the classroom and delivered brochures and other information.

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.

- Queen Creek Chamber of Commerce – 3rd Quarter Update: Marquis Scott, Executive Director gave a report on the luncheon meeting topics; EVCCA and Breakfast with the Governor event. Mr. Scott also reported on the status of QC Inc. visitors/Chamber visitors and information available in the lobby; membership and 4th Quarter events.

- Boys & Girls Club of the East Valley Queen Creek Branch – 3rd Quarter Update: Kara Holmes, Development Director, reviewed the membership statistics; transportation statistics and branch activities. She reported on the 4th Quarter plans that include preparing for summer day camp and creating a consistent teen program.

Kevin McCoy, Club Director announced the Queen Creek Branch officially achieved the Medium Club classification and announced his move to Indiana.

- Queen Creek Cultural Foundation (QCPAC) Update: Molly Jacobs reported that more kids are auditioning for shows and 150 were cast. She said current auditioning is being done for Queen Creek Scout Talent and Wiz. Ms. Jacobs said funding for QCPAC would be reduced by \$62,000 due to the override failure but she is working on grants and fundraisers. She thanked the Town for continued support of the facility and programs.

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.

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Queen Creek Town Council
May 1, 2013
Page 3

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 April 3, 2013 Work Study and Regular Session Minutes.

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

1) Building Plan Review, Permitting & Inspection Services – \$160,000

C. Consideration and possible approval of an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation to allow the State to acquire federal funds for Phase III of the Town's Intelligent Transportation System (QNC 12-804). This is a grant funded project.

D. Consideration and possible approval of an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation to allow the State to acquire Highway Safety Improvement Funds to purchase and install pedestrian countdown modules (QNC 13-104). This is a grant funded reimbursable project.

E. Consideration and possible approval of a Contract with Dibble Engineering in the amount not to exceed \$134,800 for the Ocotillo Road Alignment Study and 30% Design Services in Town Center (Project A0002). This is a budgeted item.

F. Consideration and possible approval of \$60,000 from the Town Contingency Fund for dust control and stabilization measures of Town-owned vacant lots at Appleby Road/196th Street to comply with Maricopa County Air Quality regulations.

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

H. Consideration and possible approval of **DR13-012 "Richmond American Homes at Sossaman Estates Phase 3A"**, a request by Richmond American Homes for design approval of seven (7) new floor plans with three (3) elevations each to be constructed on 113 lots located at the northwest and southwest corners of Sossaman and Queen Creek Roads.

Council requested Items G & H removed for discussion.

Motion to approve A-F on the Consent Calendar as presented

**1st: Wheatley
2nd: Barnes
VOTE: Unanimous**

Item G: Council requested the applicant, John McLoughlin to provide more information on the wine festival events and whether he had any other events planned in Queen Creek.

Mr. McLoughlin responded that he currently has a vineyard in Willcox and winery in Jerome. He said that the winery industry adds great value to agri-tourism and farming areas. He discussed the economic benefits of wineries and that he is working with Schnepf Farms to plant a vineyard and open a winery in the warehouse at Schnepf Farms.

Council asked if Queen Creek labels would be used on wines from the Queen Creek Winery and if educational tours were planned. Mr. McLoughlin responded yes.

Motion to approve the application for a Wine Festival License submitted by John McLoughlin, Bitter Creek Winery.

**1st: Barnes
2nd: Wheatley
VOTE: Unanimous**

Item H: Council requested an additional stipulation regarding the “Harlan Plan – P28H” specifying that it would be built as show on the floor plan (two bay garage with additional storage and no garage door).

Motion to approve Item H with the additional Stipulation #9 that the Harlan Plan (Plan P28H) garage to be built only as shown on the floor plan submitted, not as shown on the plot plan.

**1st: Benning
2nd: Gad
VOTE: Unanimous**

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

None.

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.

**Minutes for the Regular Session
Queen Creek Town Council
May 1, 2013
Page 5**

Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

None.

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

9. Presentation and discussion on Calendar Year 2012 policing statistics and 1st Quarter 2013 policing activities.

Town Manager Kross requested a continuance of this presentation to the May 15, 2013 Council meeting as a result of the projector failing due to SRP surges.

10. Update on the Pavement Preservation Plan and Highway User Revenue Fund (HURF) Budget. *(If necessary)*

None.

11. Discussion on sewer capacity, plant expansion and wastewater re-use. *(If necessary)*

None.

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

Motion to adjourn to Executive Session at 7:55pm

1st: Benning

2nd: Gad

VOTE: Unanimous

13. Adjournment

The Regular Session reconvened and adjourned at 9:45pm.



Requesting
Department:
Management Services

TAB C

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: KIM CLARK, SR. FINANCIAL SERVICES ANALYST

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

DATE: May 15, 2013

Staff Recommendation:

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

Proposed Motion:

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

Discussion:

The following items being requested are:

- 1. Well repair services
- 2. Utility Billing

See attachment for additional explanation on the above expenditures.

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures are \$86,039. Funds have been identified within their line items budget as approved in the 2012-13 fiscal year budgets.

Alternatives:

- 1. There is no alternative to this item due to the necessity of this well to serve our irrigation customers in the Orchard Ranch subdivision. These services have already been provided due to having to cancel the first of two scheduled irrigations for the month of May, and having the need to meet the schedule for the second.
- 2. Council could request services from other vendors; however staff recently switched vendors last year in order to reduce costs.

Attachments:

A detailed list of the requested expenditures.

Attachment: Expenditure \$25,000 and over

For Fiscal Year 2013

May 15, 2013

Item #	Vendor	Description	Purpose	Requesting Dept	Fiscal Impact \$	Procurement Method
1	Weber Water Resources	Well repairs	For the repair of Orchard Ranch well due to column pipe failure that delivers water to the surface. Also to repair a small hole at 281' and larger seam failure at 303' in the well casing. Fiscal impact includes a 10% contingency for unexpected items, as hours can only be estimated when dealing with well repairs.	Utility Services Department	41,039	City of Scottsdale Contract #08PB038
2	InfoSend Inc.	Bill printing and mailing	Printing and mailing of Utility Services Department bills, and second notices. Also included is monthly Town newsletter for Communication and Marketing. Amount to be approved for contract period through October 26, 2013	Utility Services Department	\$45,000	City of Glendale Agreement No C-7105.



Requesting Department:
Development Services

TAB D

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: CHRIS ANARADIAN, DEVELOPMENT SERVICES DIRECTOR
TROY WHITE, PUBLIC WORKS DIVISION MANAGER
JAN MARTIN, STREETS SUPERINTENDENT**

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE TOWN OF QUEEN CREEK AND PINAL COUNTY FOR ROADWAY MAINTENANCE IN SAN TAN RANCHES AREA IN AN AMOUNT NOT TO EXCEED \$142,500. (BUDGETED)

DATE: MAY 15, 2013

Staff Recommendation:
Staff recommends approval of an IGA between the Town of Queen Creek and Pinal County for roadway maintenance in the San Tan Ranches area in an amount not to exceed \$142,500.

Relevant Council Goal(s):
Regional Partnerships. Maintain the Town’s infrastructure.

Proposed Motion:
Motion to approve the IGA between the Town of Queen Creek and Pinal County for roadway maintenance in the San Tan Ranches area in an amount not to exceed \$142,500.

Discussion:
Portions of roads in the area south of Hunt Highway, north of Skyline, and bounded west and east by Bell Road and Wagon Wheel, respectively (generally known as San Tan Ranches), are owned and maintained by the Town of Queen Creek. The remainder are owned and maintained by Pinal County. The jurisdiction is not contiguous throughout the street segments. As a result, it makes sense for Pinal County and Queen Creek to work together to improve and maintain the roads in this area.

By entering into this IGA, Pinal County will procure the contractor to apply a chip seal surface and will be in the role of project management, and Queen Creek will pay its share of the project costs based on the area of roadway to be resurfaced. A chip seal surface treatment in this area was approved as part of Queen Creek's pavement maintenance plan for this fiscal year.

Fiscal Impact:

Funds in an amount not to exceed \$142,500 are available in Highway User Revenue Funds (HURF).

Alternatives:

Council could opt to delay the project to a future year.

Attachments:

1. IGA
2. Exhibits A & B, defining jurisdictional responsibilities by area.
3. Exhibit C - Area Map

When recorded, return to:
Clerk of the Board
Pinal County Board of Supervisors
P. O. Box 827
Florence, AZ 85232

INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE TOWN OF QUEEN CREEK TO DEFINE RESPONSIBILITIES FOR ROADWAY MAINTENANCE IN THE SAN TAN RANCHES/QUEEN CREEK AREA AS DESCRIBED IN EXHIBIT A AND EXHIBIT B.

THIS INTERGOVERNMENTAL AGREEMENT (“this Agreement”) is made and entered into by and between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as “Pinal” and the Town of Queen Creek, a municipal corporation of the State of Arizona, hereinafter referred to as “Queen Creek”.

I. RECITALS

- A. Pinal and Queen Creek are empowered by A.R.S. § 11-951 et seq. to enter into intergovernmental agreements for joint or cooperative action.
- B. Pursuant to A.R.S. § 11-251 and § 28-6707, Pinal has authority to improve streets and highways within its jurisdiction and may cooperate with cities and towns in the construction of improvements to streets and highways lying within their jurisdiction, and Pinal.
- C. Pursuant to A.R.S. § 9-240, Queen Creek has authority to improve streets and highways within its corporate limits.
- D. For the safety and welfare of the public, the parties hereto desire to improve various roads located within the jurisdictions of Pinal and Queen Creek as defined in Exhibit A and Exhibit B, hereinafter referred to as “Project”.

Now, therefore, in consideration of the covenants contained herein, the Parties agree as follows:

II. SCOPE OF WORK

The Project shall be administered by Pinal during the construction period scheduled from May 20, 2013 through June 30, 2013 and consists of the following:

- A. The application of Pavement Preservation Chip Seals, to include project construction traffic control, pre-sweep for a chip seal using pre-coated MAG High Volume Chip with AC15-5TR paving grade asphalt.
 - 1. Exhibit A. This is the Pinal portion. Cost is estimated to be \$254,462 for this portion of the project.

2. Exhibit B. This is the Queen Creek portion. Cost is estimated to be \$135,707 for this portion of the project.

III. FUNDING

The total estimated cost for the Project is \$401,869. Pinal and Queen Creek agree to share in the total cost of Project as follows:

- A. Pinal's estimated cost share is \$254,462 as payment for that portion of the Project within Pinal's jurisdiction. Pinal's cost share shall be funded by revenues from Pinal County Transportation Excise Tax.
- B. Queen Creek's estimated cost share is \$135,707 as payment for that portion of the Project within Queen Creek's jurisdiction. Queen Creek's estimated cost share, totaling \$135,707 is due and payable to Pinal County Treasurer on or before May 20, 2013.
- C. Any difference between estimated and actual Project cost shall be settled by Pinal invoicing Queen Creek for its share of any additional amounts due for that portion of the Project within Queen Creek, or Pinal shall refund Queen Creek for any overpayment for that portion of the Project within Queen Creek.
- D. Prior to start of the construction, if funds are not allocated and available for Construction, this Agreement may be terminated by Pinal or Queen Creek. If this Agreement is terminated, funds paid by Queen Creek to Pinal but not expended for the purposes set forth in this Agreement shall be returned to Queen Creek. Subject to Pinal's responsibility to return unexpended funds, no liability shall accrue to Pinal or Queen Creek in the event this provision is exercised, and Pinal and Queen Creek shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IV. AGREEMENT

- A. Pinal shall:
 1. Provide the necessary manpower, equipment, and materials associated with the application of asphaltic materials including but not limited to penetration oil/aggregate chip and seal coat/aggregate chip for Project.
 2. Notify Arizona Blue Stake Center for location and identification of any underground utility transmission lines prior to the commencement of construction for Project.
 3. Provide the necessary traffic control in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, Part 6, during the construction period for Project.

4. Upon completion of construction of Project, provide for, at its own cost and as an item in its budget, proper maintenance including but not limited to signs and markings necessary for the purpose of regulating, warning, and guiding traffic, in accordance with requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways for the portion of the Project within Pinal's jurisdiction. The obligations of this paragraph shall survive the termination of this Agreement.
5. Upon completion of the Project, invoice Queen Creek for its share of any additional cost for that portion of the Project within Queen Creek or refund to Queen Creek any overpayment for that portion of the Project within Queen Creek.

B. Queen Creek shall:

1. Upon completion of construction of Project, provide for, at its own cost and as an item in its budget, proper maintenance including but not limited to signs and markings necessary for the purpose of regulating, warning, and guiding traffic, in accordance with requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways for the portion of the Project within Queen Creek's jurisdiction. The obligations of this paragraph shall survive the termination of this Agreement.
2. Pay Pinal \$135,707 on or before May 31, 2013, which is its cost share for the portion of roads within Queen Creek's jurisdiction.
3. Pay Pinal for Queen Creek's share of any additional cost for the portion of roads within Queen Creek's jurisdiction within 30 days of receiving invoice and ticket demonstrating the actual tonnage applied as the basis for the additional cost from Pinal.

V. GENERAL PROVISIONS

- A. The foregoing recitals are hereby incorporated into this Agreement by reference as if more fully stated herein.
- B. This Agreement shall become effective upon the approval by both governing boards of the parties hereto and the execution of this Agreement by the authorized representatives of both parties.
- C. To the fullest extent permitted by law, each party hereto shall indemnify, defend, save, and hold harmless the other party, its agents, representatives, officers, directors, officials, and employees from and against any and all claims, demands, proceedings, suits, actions, losses, and damages of every kind and description, and expenses, including but not limited to attorneys' fees, arbitration expenses, court

costs, and the cost of appellate proceedings, which may be brought or made against or incurred by the indemnified party on account of bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including losses of use resulting therefrom caused in whole or in part, relating to, arising out of, or resulting from the negligent acts, professional errors, fault, mistakes, or negligent omissions, whether active or passive, of the indemnifying party, the indemnifying party's employees, agents, representatives, its subcontractors and their employees, agents or representatives, and including any party for whose negligent acts, errors, mistakes, or negligent omissions the indemnifying party may be legally liable in connection with or incident to the performance of this Agreement and arising out of Workers' Compensation claims, unemployment disability compensation claims, or employees' liability claims of the indemnifying party's employees and its subcontractors' employees, and claims under similar such laws or obligations. To the fullest extent permitted by law, the indemnifying party shall be responsible for its own negligent acts, omissions, and mistakes, and those of its employees, agents, sub-consultants, and subcontractors. Every obligation of this indemnification paragraph shall survive the completion of the services hereunder and the termination of this Agreement.

- D. This Agreement may be cancelled for conflict of interest without further obligation or penalty in accordance with A.R.S. § 38-511.
- E. All notices or demands required under this agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. Mailbox in a postage prepaid envelope addressed as follows:

John Kross	Fritz A. Behring
Town Manager	County Manager
Town of Queen Creek	Pinal County
22350 S. Ellsworth Rd.	P. O. Box 827
Queen Creek, AZ 85142	Florence, AZ 85232
- F. The failure to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege. The acceptance by either party of sums less than may be due and owing to it at any time shall not be construed as an accord or satisfaction.
- G. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of either party hereto other than as expressly set forth herein.
- H. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

- I. This Agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party, their agents, or employees that are not contained herein shall be valid or binding. This agreement may not be altered except in writing and signed by each party hereto.
- J. Pinal and Queen Creek agree that should any part of this Agreement be held to be invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the parties.
- K. This Agreement shall remain in force and effect until completion of Project or termination or cancellation as provided within this Agreement.
- L. Pinal and Queen Creek certify under A.R.S. §§ 35-391.06 and 35-393.06 that they do not have, and during the term of this Agreement will not have, “scrutinized” business operations, as defined in A.R.S. §§ 35-391 and 35-393, in the countries of Sudan or Iran.
- M. Pinal and Queen Creek warrant that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of their employees and warrant they are in compliance with A.R.S. § 23-214A which requires e-verification of each employee’s legal employability after they are employed.
- N. Pinal and Queen Creek agree that all contracts, if any, awarded to contractors in connection with the work to be performed under this Agreement shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A) and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by Pinal or Queen Creek for the work to be performed under this Agreement.
- O. Pinal and Queen Creek agree that all contracts, if any, awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:
 - 1. In accordance with A.R.S. § 35-391.06 and A.R.S. § 35-393.06, the contractor or subcontractor, whichever is applicable, certifies it does not have scrutinized business operations in Sudan, Iran, or any country that is in violation of the Export Administration Act.
 - 2. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A.

3. A breach of warranty under paragraph 2 above, shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract.

4. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to Pinal County. Pinal County at its sole discretion, may conduct random verifications of employment records of the Contractor and any Subcontractors to ensure compliance. The Contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

TOWN OF QUEEN CREEK, a municipal corporation of the State of Arizona

PINAL COUNTY, a political subdivision of the State of Arizona

By _____
Mayor

By _____
Chairman, Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Town Clerk

Clerk, Board of Supervisors

Dated: _____

Dated: _____

Approved as to form and within the powers and authority granted Queen Creek under the laws of the State of Arizona

Approved as to form and within the powers and authority granted Pinal under the laws of the State of Arizona

Town Attorney

Deputy County Attorney

PHOENIX 53749-1 55535v2

PHOENIX 53749-1 55535v2

Requesting Department:

Development Services



TAB E

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 PRESERVE AT HASTINGS FARMS PARCEL D –
PHASE 1. A REQUEST BY MARACAY 91, LLC.**

DATE: MAY 15, 2013

Staff Recommendation:

Staff recommends approval of the "Final Plat" for Preserve at Hastings Farms Parcel D – Phase 1. A request by Maracay 91, 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 Preserve at Hastings Farms Parcel D – Phase 1. A request by Maracay 91, LLC.

History:

Aug. 17, 2005: Town Council approved RZ04-04 and S06-04 Hastings Farms PAD.

Sept. 12, 2012: Planning Commission recommended approval of RZ12-054, SD12-055 and DR12-069.

Oct. 17, 2012: Town Council approved RZ12-054, SD12-055 and DR12-069 (Ordinance 521-12).

Discussion:

The applicant is requesting approval of a Final Plat for a 44 lot single-family residential subdivision on approximately 21.3 acres located at the northeast corner of Ellsworth and Cloud roads. The property is a Planned Area Development with an underlying R1-7 zoning designation. The subdivision has a density of 2.22 homes per acre which is consistent with the General Plan Land Use Map which established Medium Density Residential that allows a range of 2-3 DU/AC. The parcel provides 1 points of access onto Via de Palmas and 4 other points of access into neighboring parcels. There are no offsite improvements associated with Parcel D.

Remaining Items required prior to recording of the Final Plat:

1. Onsite construction assurance shall be deposited with the Town prior to recording of the Final Plat.
2. The Town shall collect a cash-in-lieu payment per an approved engineers cost estimate for the Queen Creek trail landscaping improvements within Tract D2 prior to recording the Final Plat.

Fiscal Impact:

The Town will receive building permit fees for all homes that develop within the 44 lot subdivision. The Owner (Maracay 91, LLC) will complete onsite roadway improvements that will require future maintenance costs by the Town.

Alternatives:

Not to accept the "Final Plat" of Preserve at Hastings Farms Parcel D – Phase 1. 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

LEGAL DESCRIPTION HASTINGS FARMS-PARCEL D PHASE 1

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 27 ALL WITHIN TOWNSHIP 2 SOUTH, RANGE 7 EAST OF DEER CREEK MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 1" BOUND BY THE NORTHEAST CORNER OF SAID SECTION 27 FROM WHICH A ROUND BRASS CAP IN HANDICAP ACCEPTED AS THE EAST QUARTER CORNER THEREOF BEARS SOUTH 09°22'23" EAST, 383.458 FEET;

THENCE SOUTH 00°22'23" EAST, 141.78 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE LEAVING SAID EAST LINE SOUTH 89°37'37" WEST, 471.48 FEET TO THE SOUTH CORNER OF SAID SECTION 27, 1" BOUND BY THE NORTHEAST CORNER OF SAID SECTION 27, AS RECORDED IN BOOK 889, PAGE 28, RECORDS OF MARICOPA COUNTY;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING 3 COURSES:

- THENCE NORTH 95°34'10" WEST, 100.18 FEET;
- THENCE NORTH 61°40'40" WEST, 194.77 FEET;
- THENCE NORTH 62°57'03" WEST, 64.59 FEET TO THE POINT OF BEGINNING;
- THENCE SOUTH 32°37'34" WEST, 202.09 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,000.00 FEET, THE CENTER OF WHICH BEARS SOUTH 32°37'34" WEST;
- THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°45'09", AN ARC LENGTH OF 73.00 FEET;
- THENCE LEAVING SAID CURVE SOUTH 31°52'25" WEST, 140.00 FEET;
- THENCE NORTH 59°57'31" EAST, 72.83 FEET;
- THENCE SOUTH 41°05'28" WEST, 73.37 FEET;
- THENCE NORTH 76°13'00" WEST, 73.01 FEET;
- THENCE NORTH 77°20'33" WEST, 73.00 FEET;
- THENCE SOUTH 12°39'28" WEST, 140.00 FEET;
- THENCE SOUTH 77°20'33" EAST, 1.71 FEET;
- THENCE SOUTH 12°39'28" WEST, 208.85 FEET;
- THENCE NORTH 75°08'42" WEST, 31.11 FEET;
- THENCE SOUTH 10°56'04" WEST, 140.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 493.05 FEET, THE CENTER OF WHICH BEARS NORTH 10°56'04" WEST;
- THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°09'37", AN ARC LENGTH OF 42.83 FEET;
- THENCE SOUTH 27°04'37" WEST, 181.48 FEET;
- THENCE SOUTH 71°44'26" EAST, 86.27 FEET;
- THENCE SOUTH 02°46'40" WEST, 76.70 FEET NORTH LINE OF MAP OF DEDICATION FOR LA DE PALM AS RECORDED IN BOOK 1,083, PAGE 6 PER MARICOPA COUNTY RECORDS TO A POINT OF BEGINNING OF SAID CURVE HAVING A RADIUS OF 13,000.00 FEET, THE CENTER OF WHICH BEARS SOUTH 02°46'40" WEST;
- THENCE WESTERLY ALONG SAID CURVE THROUGH SAID CURVE THROUGH A CENTRAL ANGLE OF 02°24'52", AN ARC LENGTH OF 56.07 FEET TO A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS NORTH 69°24'35" EAST;
- THENCE WESTERLY ALONG SAID MAP OF DEDICATION AND SAID CURVE THROUGH A CENTRAL ANGLE OF 31°08'09", AN ARC LENGTH OF 23.00 FEET TO A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, THE CENTER OF WHICH BEARS SOUTH 54°23'23" WEST;
- THENCE NORTHWESTERLY CONTINUING ALONG SAID MAP OF DEDICATION AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°08'09", AN ARC LENGTH OF 23.00 FEET TO A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS NORTH 31°28'05" EAST;
- THENCE NORTHWESTERLY CONTINUING ALONG SAID MAP OF DEDICATION AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°14'35", AN ARC LENGTH OF 25.41 FEET;

THENCE SOUTH 89°42'41" WEST, 50.00 FEET CONTINUING ALONG SAID MAP OF DEDICATION AND TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS SOUTH 89°42'41" WEST;

THENCE SOUTH 89°42'41" WEST, 50.00 FEET CONTINUING ALONG SAID MAP OF DEDICATION AND TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS SOUTH 89°42'41" WEST;

THENCE SOUTH 89°42'41" WEST, 50.00 FEET CONTINUING ALONG SAID MAP OF DEDICATION AND TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS SOUTH 89°42'41" WEST;

THENCE SOUTH 89°42'41" WEST, 50.00 FEET CONTINUING ALONG SAID MAP OF DEDICATION AND TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS SOUTH 89°42'41" WEST;

THENCE SOUTH 89°42'41" WEST, 50.00 FEET CONTINUING ALONG SAID MAP OF DEDICATION AND TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS SOUTH 89°42'41" WEST;

THENCE SOUTH 89°42'41" WEST, 50.00 FEET CONTINUING ALONG SAID MAP OF DEDICATION AND TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS SOUTH 89°42'41" WEST;

THENCE SOUTH 89°42'41" WEST, 50.00 FEET CONTINUING ALONG SAID MAP OF DEDICATION AND TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS SOUTH 89°42'41" WEST;

THENCE SOUTH 89°42'41" WEST, 50.00 FEET CONTINUING ALONG SAID MAP OF DEDICATION AND TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS SOUTH 89°42'41" WEST;

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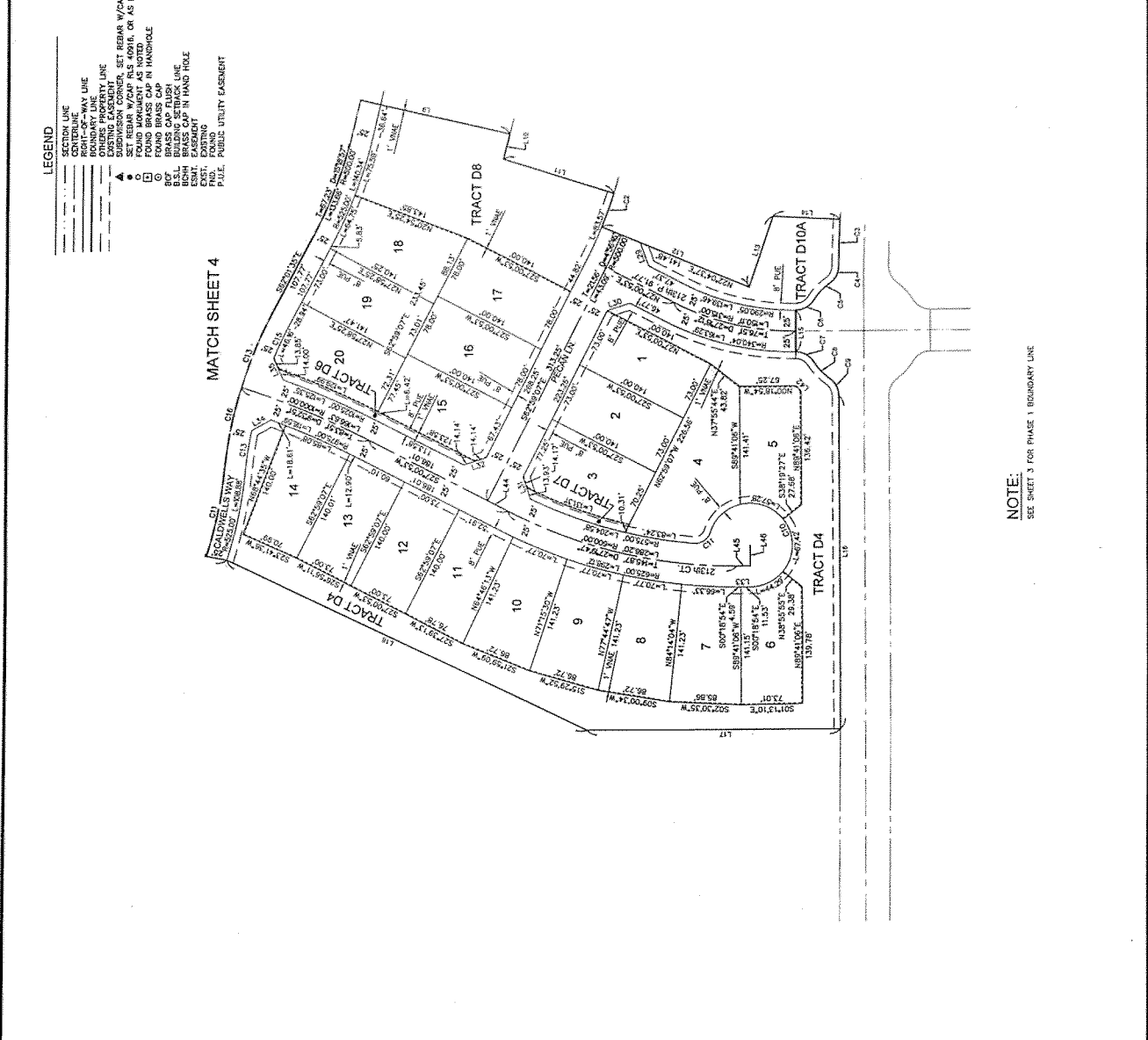
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LEGEND
 SECTION LINE
 CONVEYANCE LINE
 BOUNDARY LINE
 OTHERS PROPERTY LINE
 SET REBAR W/CAP PLS 400#1, OR AS NOTED
 SUBDIVISION CORNER, SET REBAR W/CAP PLS 400#1, OR AS NOTED
 FOUND BRASS CAP
 FOUND BRASS CAP IN HAND HOLE
 B.S.L. BUILDING SETBACK LINE
 BOTH BRASS CAP IN HAND HOLE
 EXIST. EASING
 PULL. PUBLIC UTILITY EASEMENT



NOTE:
 SEE SHEET 3 FOR PHASE 1 BOUNDARY LINE

LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S33°37'34.5\"	202.00'	L4	N83°27'43.7\"	171.80'
L2	S31°52'25.7\"	140.00'	L5	N64°30'37.7\"	197.25'
L3	S56°57'31.2\"	72.53'	L6	N69°41'26.7\"	204.69'
L4	S41°02'28.7\"	73.37'	L7	N64°33'42.7\"	250.94'
L5	N78°13'20.7\"	73.00'	L8	S62°57'03.2\"	138.45'
L6	N77°20'32.7\"	73.00'	L9	S70°06'15.7\"	23.32'
L7	S12°39'28.7\"	140.00'	L10	N77°49'07.7\"	28.26'
L8	S77°20'33.1\"	1.31'	L11	S71°38'18.7\"	14.37'
L9	S17°30'39.7\"	208.55'	L12	N17°30'37.7\"	28.28'
L10	S12°39'28.7\"	31.11'	L13	S00°18'54.7\"	18.17'
L11	S16°05'04.7\"	140.00'	L14	N28°50'14.7\"	28.55'
L12	S22°04'37.7\"	191.48'	L15	N65°19'27.7\"	27.85'
L13	S71°44'28.7\"	89.32'	L16	N29°18'37.7\"	29.56'
L14	S02°49'49.7\"	79.70'	L17	S59°19'49.7\"	28.63'
L15	N89°42'45.1\"	30.00'	L18	S46°24'33.7\"	28.19'
L16	N89°41'05.1\"	308.40'	L19	N88°47'24.7\"	28.07'
L17	S07°16'24.1\"	502.15'	L20	N48°44'37.7\"	30.54'
L18	S29°05'13.7\"	478.00'	L21	N14°51'53.1\"	25.00'
L19	S10°11'58.7\"	273.86'	L22	N44°41'00.1\"	11.13'
L20	S10°55'52.1\"	448.74'	L23	N72°08'35.7\"	3.37'
L21	S00°00'00.1\"	207.58'	L24	N27°00'53.1\"	27.44'
L22	N63°44'50.7\"	33.75'	L25	N02°10'54.7\"	18.12'
L23	N67°17'24.7\"	116.27'	L26	S09°41'01.7\"	25.00'

CURVE #	LENGTH	RADIUS	TANGENT	DELTA
C1	13.13'	1005.00'	6.57'	0°07'45.00\"
C2	42.63'	475.03'	21.33'	0°09'08.33\"
C3	56.07'	1330.00'	28.04'	0°22'44.90\"
C4	23.55'	50.00'	12.23'	0°33'58.28\"
C5	28.00'	70.00'	13.83'	0°59'44.35\"
C6	25.41'	25.00'	13.53'	0°59'44.35\"
C7	25.41'	25.00'	13.53'	0°59'44.35\"
C8	27.97'	70.00'	14.17'	0°24'53.33\"
C9	23.63'	25.00'	12.91'	0°24'53.33\"
C10	67.42'	50.00'	33.65'	0°77'19.22\"
C11	26.75'	50.00'	15.81'	0°75'38.03\"
C12	39.80'	525.00'	20.83'	0°09'30.17\"
C13	49.31'	475.00'	24.43'	0°09'40.07\"
C14	58.31'	525.00'	27.85'	0°09'40.07\"
C15	28.89'	20.00'	18.62'	0°05'54.14\"
C16	127.99'	50.00'	54.855'	N1°02'40.40\"

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NOTICE: THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN AS APPROXIMATE. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND UTILITIES. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL.



Requesting Department:

Development Services

TAB F

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 PRESERVE AT HASTINGS FARMS PARCEL D –
PHASE 2. A REQUEST BY MARACAY 91, LLC.

DATE: MAY 15, 2013

Staff Recommendation:

Staff recommends approval of the "Final Plat" for Preserve at Hastings Farms Parcel D – Phase 2. A request by Maracay 91, 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 Preserve at Hastings Farms Parcel D – Phase 2. A request by Maracay 91, LLC.

History:

Aug. 17, 2005: Town Council approved RZ04-04 and S06-04 Hastings Farms PAD.

Sept. 12, 2012: Planning Commission recommended approval of RZ12-054, SD12-055 and DR12-069 .

Oct. 17, 2012: Town Council approved RZ12-054, SD12-055 and DR12-069 (Ordinance 521-12).

Discussion:

The applicant is requesting approval of a Final Plat for a 27 lot single-family residential subdivision on approximately 17.5 acres located at the northeast corner of Ellsworth and Cloud roads. The property is a Planned Area Development with an underlying R1-7 zoning designation. The subdivision has a density of 2.22 homes per acre which is consistent with the General Plan Land Use Map which established Medium Density Residential that allows a range of 2-3 DU/AC. The parcel provides 1 points of access onto Via de Palmas and 6 other points of access into neighboring parcels. There are no offsite improvements associated with Parcel D.

Remaining Items required prior to recording of the Final Plat:

1. Onsite construction assurance shall be deposited with the Town prior to recording of the Final Plat.
2. The Town shall collect a cash-in-lieu payment per an approved engineers cost estimate for the Queen Creek trail landscaping improvements within Tract D2 prior to recording the Final Plat.

Fiscal Impact:

The Town will receive building permit fees for all homes that develop within the 27 lot subdivision. The Owner (Maracay 91, LLC) will complete onsite roadway improvements that will require future maintenance costs by the Town.

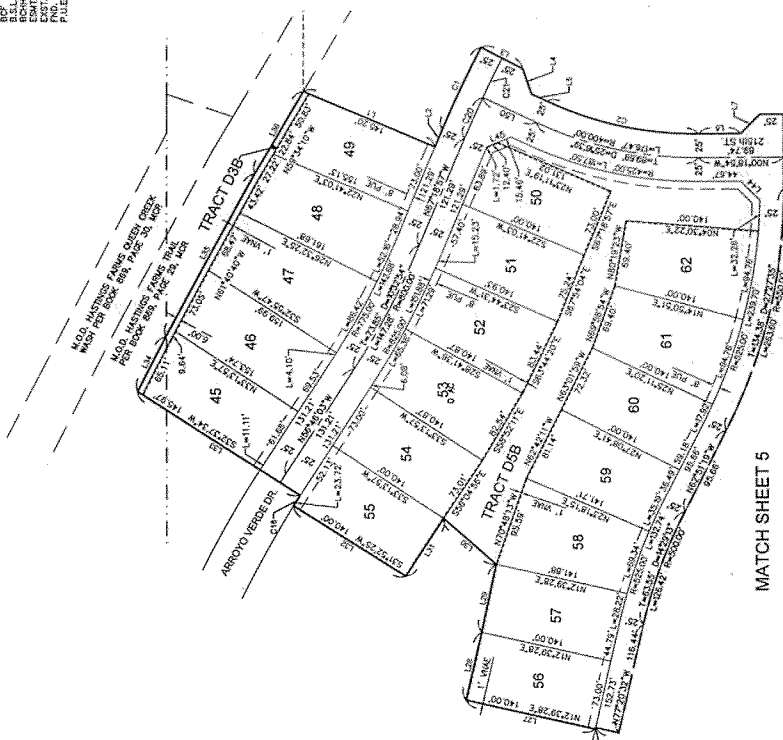
Alternatives:

Not to accept the "Final Plat" of Preserve at Hastings Farms Parcel D – Phase 2. 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


- LEGEND**
- SECTION LINE
 - RIGHT-OF-WAY LINE
 - BOUNDARY LINE
 - ADJACENT PROPERTY LINE
 - EXISTING EASEMENT
 - SUBMERSON CORNER SET REBAR W/CAP R/S 40916, OR AS NOTED
 - FOUND MONUMENT AS NOTED
 - FOUND BRASS CAP IN HANDHOLE
 - BRASS CAP FOUND
 - B.S.L. BUILDING SETBACK LINE
 - E.S.M. EASEMENT
 - POST FOUND
 - PALE PUBLIC UTILITY EASEMENT



NOTE:
SEE SHEET 3 FOR BOUNDARY LINE

LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S22°41'03"W	151.20	L28	N72°29'33"W	171.71
L2	S57°18'57"E	18.35	L27	N72°39'28"E	140.00
L3	S27°09'24"W	50.00	L26	S77°00'32"E	73.00
L4	S70°48'57"W	27.86	L25	S78°31'15"E	73.01
L5	S24°52'44"W	17.50	L24	N41°02'29"E	73.37
L6	S00°18'54"E	44.74	L23	N52°51'27"W	72.53
L7	S45°18'54"E	28.28	L22	N35°52'32"E	140.00
L8	S00°18'54"E	50.00	L21	N32°37'34"E	206.00
L9	S44°41'06"W	28.28	L20	S52°57'03"E	84.59
L10	S00°18'54"E	245.34	L19	S61°42'40"E	194.77
L11	S43°48'34"E	28.01	L18	S50°34'10"E	100.16
L12	S00°18'54"E	50.00	L17	S00°18'54"E	51.28
L13	S46°11'08"W	27.53	L16	S37°18'54"E	47.38
L14	S00°18'54"E	89.19	L15	S00°18'54"E	28.50
L15	S00°18'54"E	60.00	L14	S37°18'54"E	28.50
L16	S59°41'00"W	50.00	L13	N43°48'54"W	28.01
L17	N87°18'54"W	92.20	L12	S46°11'08"W	27.53
L18	N72°29'58"W	184.24	L11	S45°18'54"E	28.33
L19	N09°47'35"W	60.01	L10	N44°37'01"E	28.33
L20	N02°49'45"E	78.70	L9	N02°33'28"W	27.86
L21	N74°44'28"W	89.27	L8	S00°18'54"E	68.74
L22	N22°04'37"E	181.48	L7	N87°18'54"W	45.03
L23	N92°58'04"E	140.00	L6	S89°41'06"W	33.09
L24	S72°36'42"E	31.11	L5	S89°41'06"W	45.00
L25	N12°39'28"E	208.42	L4	N24°52'44"E	62.07

CURVE #	LENGTH	RADIUS	TANGENT	DELTA
C1	85.627	1225.00	47.84	034°28'31"
C2	155.441	375.00	84.00	032°16'39"
C3	25.41	25.00	13.93	089°14'30"
C4	31.60	70.00	16.07	035°52'00"
C5	24.83	25.00	12.91	054°37'24"
C6	23.83	25.00	12.91	09°52'00"
C7	24.27	70.00	12.26	09°52'00"
C8	25.41	25.00	13.93	089°14'35"
C9	25.41	25.00	13.93	089°14'35"
C10	31.60	70.00	16.07	035°52'00"
C11	24.83	25.00	12.91	054°37'24"
C12	127.32	530.00	64.28	012°48'37"
C13	355.98	1250.00	178.89	09°02'31"
C14	56.07	1350.00	28.94	002°24'55"
C15	42.63	475.00	21.33	030°08'32"
C16	13.13	1000.00	6.57	007°45'09"
C17	23.83	25.00	12.91	054°37'24"
C18	24.27	70.00	12.26	09°52'00"
C19	25.41	25.00	13.93	089°14'35"
C20	47.71	1200.00	23.89	007°16'41"
C21	45.89	1200.00	22.89	002°11'40"


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Recreation Services:

TAB G

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: PATRICK FLYNN, ASSISTANT TOWN MANAGER

FROM: ADAM ROBINSON, RECREATION SUPERINTENDENT

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN ANNUAL AGREEMENT BETWEEN SAN TAN YOUTH FOOTBALL LEAGUE (STYFL) AND THE TOWN OF QUEEN CREEK MAKING STYFL AN OFFICIAL YOUTH SPORTS PARTNER.

DATE: MAY 15, 2013

Staff Recommendation:

Staff recommends that the Council approve the annual agreement between San Tan Youth Football League (STYFL) and the Town of Queen Creek, making STYFL an official Youth Sports Partner.

Relevant Council Goal(s):

The Corporate Strategic Plan KRA 2: Develop a comprehensive volunteer program and non-profit partnership strategy.

Proposed Motion:

Move to approve the annual Agreement between STYFL and the Town of Queen Creek, making STYFL an official Youth Sports Partner.

Discussion:

The Town has a long-standing positive relationship with STYFL. STYFL has provided a tackle football program in Queen Creek for 10+ years and has produced the flag football program for the Town for four years.

The purpose of this contract is to ensure a quality youth football program is offered in the Town of Queen Creek. The result is an agreement including set expectations, standards and practices of each party. By defining the relationship, a stronger association may lead to a better experience for Town residents.

The Town has specific values with respect to the important aspects of a successful youth sports league: fun, recreational philosophy, equal play, an emphasis on skill development and sportsmanship, lack of emphasis on winning; a program that is affordable and balanced. Staff created a contract to ensure the partner program would match Town youth sports philosophies and safety standards, and that Queen Creek residents were being fully served without compromise. Some key contract requirements include:

- Background checks on all designated coaches and assistant coaches
- All games are to be played in Queen Creek
- Registration shall be managed in a manner in which no Queen Creek resident is refused if registering within the allotted registration period.
- All volunteer board with Queen Creek representation

In the past, selection of a Youth Sports Partner was made by the Parks & Recreation Advisory Committee and an agreement was created outlining the partnership. Committee members' and staff desires lead to the creation of a comprehensive contract agreement to create an opportunity for a stronger partnership. The new improved agreement is specific, with a goal of creating an atmosphere of mutual support and success via clearly understanding expectations.

Fiscal Impact:

Revenue from field and light usage for a typical football season is estimated at \$8,600.

Alternative:

The Town Council could choose not to approve the Agreement between the Town and San Tan Youth Football League. The result would likely be that no designated recreational youth football league would occur in Queen Creek during the designated season. This would cause a reduced revenue estimate and games may or may not be recreational or played in Queen Creek. Leagues that did try to establish here would be fractured, as multiple entities would vie for limited park space.

The Town Council could choose to modify the services outlined in the agreement.

Attachments:

1. Proposed agreement between the Town of Queen Creek and San Tan Youth Football League.

TOWN OF QUEEN CREEK

YOUTH FOOTBALL LEAGUE SERVICES CONTRACT

This Contract is made and entered into effective as of the 30th day of April, 2013 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and San Tan Youth Football League, an Arizona non-profit organization ("Vendor"). Town and Vendor may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

The Town wishes to enter into a contract for a partnership program for youth football; and
Vendor is qualified to perform the Services; and

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

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

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. TERM OF CONTRACT

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

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

ARTICLE 3. TERMINATION OF CONTRACT

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

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

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

ARTICLE 4. ALTERATIONS OR ADDITIONAL SERVICES

The entire Scope of Services to be performed in accordance with this Contract is set forth in Exhibit B. Services and Goods which are not included or necessary to providing the Services set forth in Exhibit B will be considered Additional Services, only if approved in writing by the Contract Administrator prior to their performance. The Vendor shall not perform such Additional Services without prior written authorization in the form of an approved written change order or contract amendment from the Town. In the event the Vendor performs such claimed Additional Services without prior written authorization from the Town, it shall be conclusively presumed that the claimed Additional Services were included in the Scope of Services.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

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

2. The Vendor may engage such subvendors as Vendor may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subvendors for the performance of any part of the Services specified in Exhibit B shall be subject to the prior written approval of the Town. Vendor will submit a complete list of subvendors on Exhibit E and will update the information on the list during the term of the Contract, should the status or identity of said subvendors change. The Vendor shall be responsible for and shall warrant all Services including work delegated to such subvendors.

ARTICLE 6. COMPLETENESS AND ACCURACY

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

ARTICLE 7. OWNERSHIP OF DOCUMENTS

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

ARTICLE 8. INDEMNIFICATION

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

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

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

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

ARTICLE 9. INSURANCE

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

ARTICLE 10. WARRANTIES

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

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

ARTICLE 11. ADDITIONAL DISCLOSURES BY VENDOR

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

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

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

ARTICLE 12. CONTRACT ADMINISTRATOR

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

ARTICLE 13. NOTICE

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

Town: John Kross, Town Manager
22358 South Ellsworth Road
Queen Creek, AZ 85142
Facsimile: (480) 358-3189

With a copy to: Dickinson Wright/Mariscal Weeks
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012
Att'n: Fredda J. Bisman, Esq.
Facsimile: (602) 285-5100

Vendor: San Tan Youth Football League ⁽¹⁾
Attn: Adam Neville ^{W 4-30-13}
20364 E. Appaloosa Drive
Queen Creek, AZ 85142
info@styfl.com

With a copy to: N/A

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

ARTICLE 14. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

K. WAIVER. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

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

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

The Town will not consider Vendor or any of its subvendors in material breach of the foregoing warranty if Vendor and its subvendors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

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

used in this Section M "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

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

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

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

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

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

U. KEY PERSONNEL. The Vendor agrees to utilize only experienced, responsible and capable employees in the performance of the Services. Town may require that the Vendor remove from providing Services pursuant to this Contract, employees or agents who endanger person or property or whose continued employment under this Contract is, in the sole opinion of Town, not justified due to unacceptable performance of duties, or is inconsistent with the interests of Town. Those individuals determined by Town to be key personnel required for the success of this Contract shall not be removed from this Contract without prior notice to Town. In the event that any of the key personnel of the Vendor identified in Exhibit B becomes

unavailable, the Vendor will notify Town and substitute other personnel to ensure proper performance and continuity.

V. TOWN APPROVAL OF CONCESSION AND PROMOTIONAL MATERIALS. The Town reserves the right to review and approve all logos, promotional material, promotional campaigns, product placement and appearance and any and all other materials that represent the Vendor's efforts to publicize and/or promote the rights and benefits granted to it under this Contract. The Town may reject any logos, promotional materials, promotional campaigns, product placement and appearances, and any and all other materials which would in the Town's sole opinion, violate the letter and/or spirit of Town's administrative regulations. No Vendor, or subvendor, may use the rights and benefits under this Contract to, in any way promote tobacco products, alcohol, medical marijuana, gambling, sexually related products or services, the sales or manufacturing of firearms or weapons, political or religious beliefs or organizations, businesses that are subject to regulation or monitoring by local, state or federal law enforcement agencies for regulatory compliance, or products or services that are contrary to the interests of the public health, safety or welfare. The Town shall have the sole and exclusive right to determine whether the Vendor has violated this provision and if the Town determines that Vendor has violated the provision, the Town may immediately terminate this Agreement in accordance with the provisions of this Section.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

TOWN OF QUEEN CREEK:

Approval of Town Council:

Approval of Contract Administrator:

Gail Barney, Mayor

John Kross, Town Manager

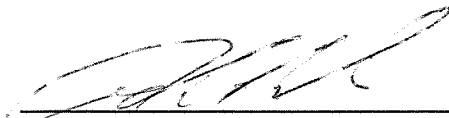
ATTEST:

Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM:

Dickinson Wright/Mariscal Weeks
Town Attorneys

VENDOR:



Adam Neville
San Tan Youth Football League's President

EXHIBIT A
INSURANCE

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

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

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

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

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

5. **Worker's Compensation Insurance:** Before beginning work, Vendor shall furnish to the Town satisfactory proof that he or she has, for the period covered under the Contract, full Worker's Compensation coverage for all persons whom Vendor may employ directly, or indirectly, and shall hold the Town free and harmless for all personal injuries of

all persons whom Vendor may employ directly or indirectly.

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

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

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

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

EXHIBIT B

SCOPE OF SERVICES

1. **Purpose:** The Town of Queen Creek is seeking a partnership with an established youth football league to provide a quality recreational football (tackle and flag) league for youth ages 6-14. The Town's partnership program is designed to help ensure Queen Creek residents have the opportunity to participate in recreation programming in Town and close to home. Town support includes allocated field space for the dedicated season and discounted light and field fees. The selected organization shall have the capacity and proven experience to provide a well organized and successful program. The services shall include planning, organization, and implementation of a recreational youth football program.

In creating the design of the Youth Football Program, the Town is requiring the vendor to comply with following elements:

- Queen Creek residents must comprise at least forty percent of total league participants.
- Serve youth ages 6-14. Vendor shall determine age groupings based on ages where skill development is relatively equal or by San Tan Youth Football League standards.
- Serve Queen Creek residents. Vendor shall manage registration in a manner in which no Queen Creek resident is refused if registering within the allotted registration period. Overall registration numbers shall not be limited during allotted registration period.
- Produce a recreational youth football program.
 - League focus shall be fun, participation, skill development, and sportsmanship over winning.
 - League shall have equal playing time policies ensuring all participants play at least half of each game.
 - League shall form teams randomly using neighborhoods or local schools as the basis for team formation. Parent requests shall constitute no more than fifty percent of any given team in the first year of operation. If Vendor continues as a Town partner beyond the first year, parent requests shall be reduced to no more than twenty-five percent of any given team, with a goal of reducing to zero percent within four years.
- Games are to be held within the Town of Queen Creek boundaries. Sufficient field space for all Queen Creek league games is available within Town boundaries. If Vendor wishes to schedule interleague games with nearby leagues due to low registration numbers in a specific age group, written permission from the Contract Administrator is required.

- Vendor shall provide all financial records and documents pertaining to the Queen Creek league to the Town of Queen Creek within seven days of request.
- Background Checks:
 - Background checks shall be completed on one hundred percent of coaches and assistant coaches through *Protect Youth Sports*.
 - Background checks shall be completed and reviewed prior to coaches' interactions with participants.
 - Vendor shall provide confirmation that background checks were completed on all coaches prior to the start of the season. Results of successfully completed background checks must be acceptable to the Town upon review.
 - Vendor shall submit its written policy on handling background checks returned with negative results within thirty days of contract signing.
- Vendor shall be responsible for the conduct and involvement of all staff, volunteers, referees, board members, etc that are contributors in any manner to the Town of Queen Creek youth football league.
- Vendor shall have an all-volunteer board in existence with roles and duties assigned. The Town of Queen Creek youth football league shall abide by the existing bylaws of the vendor's board.
- League shall attend the Town of Queen Creek Parks and Recreation Advisory Committee meeting after the season ends to report (Power Point) the pros and cons, budget and overall season accomplishments.
- Scholarship Program:
 - Vendor shall submit a written scholarship program to help economically disadvantaged families within thirty days of contract signing.

2. **Town Contact Information:**

Contact Information during office hours (Mon-Thur 8am-7pm; Fri 8am-3pm)

Please use this order when calling for an issue:

Library Recreation Annex 480-358-3700

Marianne Fulton Senior Admin Assistant
 480-358-3702 – Office
marianne.fulton@queencreek.org

Vince Micallef	Recreation Coordinator 480-358-3709 – Office Vince.micallef@queencreek.org
Adam Robinson	Recreation Superintendent 480-358-3715 – Office adam.robinson@queencreek.org
Marnie Schubert	Public Information Officer 480-358-3196 - Office 480-797-8691 - Cell marnie.schubert@queencreek.org

Contact Information after office hours (Mon-Fri 3-10pm; Sat-Sun 1-10pm)

Park Ranger On-Call 480-358-3770

3. Vendor Contact Information:

For any issues associated with the operation of the league and field maintenance related issues please contact:

Adam Neville	San Tan Youth Football League President Cell: 480-695-9838 info@styfl.com
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Brent Guida	San Tan Youth Football League Vice President Cell: 602-359-2157 jbgali@aol.com
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4. Coordination Timeline: The following timeline is a tentative plan for the 2012-2013 implementation of the partnership for youth football between the Town and the Vendor and shall apply to any Renewal Terms, unless otherwise modified by mutual agreement of the parties:

February 13	Field allocation request due (field requests for try-outs, practices, league play, post tournament play, and opening ceremonies - please indicate anticipated start and end times in terms of dates and operational hours). Requests for concession stands including days, times, locations, and list of items for sale.
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Meet with Vendor rep to discuss final season usage of concession stand, fields, etc.

- Marketing Information:
 - Registration Information (date, time, location, league phone number, website address).
 - Program fliers for Parks and Recreation Department

- February 25 Marketing Information:
 - 4x6 & 4x4 signage locations within Town. Installation date, take down date, and registration banners.

- March 8 League Information:
 - League Boundaries
 - League Rules (2012 rule book)
 - 501 C-3 Status Confirmations
 - Board Members' names, titles, addresses, roles and responsibilities.
 - Name, address, phone number of organization used for background checks.
 - Division names and age groups
 - Estimated number of teams
 - Number roster participants for each division
 - Number of games played for each division
 - Estimated league fee
 - Information regarding scholarships
 - Field information for each division including field sizes
 - Storage space needs for field equipment, such as chalk, rakes, etc.

- March 8 Discuss Summer and Winter Camp dates, times, and splits

- March 29 Staff to meet with the Vendor rep to discuss the procedures for the upcoming year.
 - Field confirmation explained
 - Review rough draft of coordination agreement
 - Permit packet to Vendor for opening day

Meeting with Vendor Rep to sign contract

- April 26 Meet with Vendor to discuss any loose ends

- June 6 Opening Day packet should be finalized including site plan, list of activities, list of food Vendors, and Health Certificate from Maricopa County

- July 8 Meeting with Vendor Rep to pick up gate/concession stand
Light Codes will be issued to organizations
Certificates of Liability Insurance

July 17	Game and Practice schedules finalized MC Health Department will be notified by Town of Vendor's intent to use concession stands
July	(2 nd week) Town personnel to clean concession stands
July	(3 rd Saturday) The Vendor will provide their own equipment throughout the season. At the end of this season Vendor will be responsible for collecting their equipment and maintaining it for the following season. They are accountable for cleaning the concession stand. If the concession stand is not cleaned thoroughly Vendor will be billed for the cleaning service.
	Officer of the Day information is due (date, location/park, name and phone number)
July 25	Coaches' background check confirmations are due to the Town
August 1	First day of official practice for San Tan Youth Football League (Flag Football/Junior High) season
August 17	Flag Football league play begins
September 3	First day of official practice for San Tan Youth Football League (Tackle) season
September 28	Opening day at Desert Mountain Park (Tackle Football)
October 5	Tackle Football league play begins
October 7	Roster address is due to the Town
October 12	Site inspection by Town staff
October 26	NO FIELD USE – TOWN SPECIAL EVENT DAY
December 2	Site inspection by Town staff
December 9	Light codes will be disconnected
December 20	Submit the closeout paperwork
January TBA	Closeout Meeting – Town and Vendor review the past season; develop written report listing positives, deltas, improvements, ideas for new year. All final payments to Town are due for the use of facilities.

These time periods apply to any Renewal Term.

5. **Fees:**

a. The Town shall provide the following services to the Vendor at the rates shown below:

i. Field and Lights

During "In-Season" time, defined as August 1st through the first Saturday in December, the fees are as follows:

Fields	
Desert Mountain Park MPF East	\$7 per hour
Desert Mountain Park MPF West	\$7 per hour
Lights	
Per field as listed above	\$15 per hour

ii. Field Maintenance

Normal football use of Town fields is included in the discounted rental fees, however, extraordinary wear and tear (ex – holes in turf, graffiti, broken equipment, etc) will be invoiced to Vendor. Immediate and thorough communication of any damage will help reduce the impact and cost to Vendor.

Repairs are invoiced at cost for equipment and supplies; and overtime rate for staff hours.

b. The Vendor shall be responsible for adhering to the following:

i. Facility Fees (includes Desert Mountain Park)

Due at the beginning of each season, the Facility Fees collected help purchase materials such as, but not limited to, soap for the restrooms, trash liners, toilet paper, disinfectant, and turf supplies directly related to Vendor use of the facilities. Facility fee is due to the Town of Queen Creek no later than the scheduled closeout meeting for each season.

Facility Fees (2012-13 Youth Football Season) \$1000 per season

ii. Concession Stands

Use of the concession stand is free as part of the partnership, however, Vendor must pay its share of the Maricopa County Health Department Use Permit in order to use the Concession Stand the second Saturday in December through the second Saturday in March. This applies only to the concession stand located at the Desert Mountain Park Multi-Purpose Fields.

Concession Stand Health Permit Fee \$260

iii. Payment of Fees

Field and light rental fees will be billed within ten days of the end of the season. Payment is due within 20 days of receipt of invoice.

Payment of any and all fees may be made in the form of credit card, check, or money order.

6. Concessions: Vendor may choose whether or not to use the Concession Stand building during the youth football season.

- a. The Vendor shall be responsible for adhering to the following:
 - i. If Vendor chooses not to use the Concession Stand building, concessions can operate as a standalone booth at Desert Mountain Park with proper County Health permits. All food operations must obtain written permission from the Town to operate as an extension of Vendor and submit a completed permit from Maricopa County Health Services prior to service.
 - ii. The concession stands will be open at the discretion of Vendor. The concession stand may open the second Saturday of August (DMP multi-purpose field) and must close by the evening of the first Saturday of December.
 - iii. All assigned keys must be returned to the Recreation Services division at the Closeout Meeting.
 - iv. Approval from, and compliance with, Maricopa County Health Department and all of their regulations is mandatory. County requirements are the minimum standards. Town policies and requirements take precedence over and above County requirements.
 - v. Vendors or Concessionaires are responsible for breaking down all cardboard boxes and bagging them in trash bags for disposal. Boxes shall not be left in trash cans or piled outside concession stand areas.
 - vi. The sale of any items on Town property without authorization is prohibited by Town ordinance.
 - vii. Ice for the concession stands is the responsibility of Vendor.
 - viii. There should be no money left in the concession stand overnight.
 - ix. Certain items will not be sold at the concession stand, including, but not limited to the following: Any type of seeds, Slurpees™ or Icees™.
 - x. All receipts for the concession stand will be accounted for at the end of the season (this includes staff, food, etc.).
 - xi. All staff, volunteers or Vendor representatives/individuals that are

inside the concession stand must have a food handler's card in their possession at all times.

- xii. Vendor will clean the concession stand inside at the end of each night and at the end of the season (second Saturday of March). This includes all appliances, floors, walls, refrigerator and items within.
 - xiii. Cleanliness of the concession stands - The Town of Queen Creek will do random site checks throughout the season. If the concession stand is not kept up to the standards of the Town, Vendor will be billed accordingly.
 - xiv. The Pepsi machine inside the concession stands is the responsibility of the Little League Heat organization. The Pepsi machine is the Little League responsibility to maintain, take care and restock at their convenience. The Town is not responsible for any damage or maintenance to the machine. Vendor may request permission to use if desired.
- b. The Town shall be responsible for providing the following:
- i. The concession stand permit at Desert Mountain Park will be obtained by Town of Queen Creek Staff. The permit will then be billed to Vendor. The permit fee is \$260 as described in Section D under *Fees*.
 - ii. One (1) Set of keys for the concession stand at Desert Mountain Park will be checked out to the Vendor no earlier than July 26. Duplication of keys is prohibited. Any additional keys needed must be requested in writing and submitted to the Recreation Services Division ten (10) working days prior to the date of possession.
 - iii. The Town of Queen Creek is not responsible for lost, stolen, or damaged items in concession stands.
7. **Trash:** The amount of trash accumulated by a youth sports league during a typical game/practice date is a lot more than a park's normal use.
- a. Vendor will be responsible for trash produced at the park sites and shall adhere to the following:
 - i. The area must be left in an acceptable condition, clean and litter free. Please use garbage receptacles provided. Vendor shall empty all trash cans which are seventy five percent or more full.
 - ii. Vendor is responsible for cleaning the facilities every day/night during practices and games. The process is as follows:
 - iii. Desert Mountain Park:

- a) Vendor will put all the trash (clean pile of **closed** trash bags) in a pile against the north-facing wall of the maintenance shop (located near the south east corner of the park) next to the gate which accesses the dumpster.
- iv. Founders' Park:
 - a) Vendor will put all the trash (**closed** trash bags) in the dumpster located in the south east corner of the facility.
- v. Staffing for cleanup at the sites will be taken care of by Vendor. If the sites are not cleaned, Vendor will be billed \$20 per hour to clean up the facility the next morning.
- vi. Vendor shall keep restroom areas (inside and outside of Men's and Women's) picked up and free of trash, debris or any other object not belonging in and around the restroom facility.
- b. Town responsibility includes Grounds Maintenance staff or Park Ranger staff picking-up garbage bags and placing them into the dumpster at Desert Mountain Park.

8. Use of Fields/Parks:

- a. The Town shall provide the following field allocations to the Vendor. The Town shall also adhere to the following:
 - i. "In-Season" Field Use

The youth football "in-season" is defined as beginning the second Saturday in August and ending the second Saturday in December. As an official Town partner, Vendor gets first allocation of fields during "in-season". For any out of season use, Vendor will follow regular rental procedures and pay regular rental rates.
 - ii. The following field may be used for Vendor league games and practices:

Desert Mountain Park
 Multipurpose Field (2 available)
 22201 S. Hawes Road
 (Ocotillo and Hawes Roads)
 - iii. Town of Queen Creek park facilities are available to official Town partners Monday through Friday 5 p.m. to 10 p.m. and Saturdays 7 a.m. – 10 p.m.

- iv. The Town reserves the right to close fields/facilities for maintenance as it deems necessary.
 - v. The Town of Queen Creek is not responsible for lost, stolen, or damaged items in designated storage areas.
- b. The Vendor shall adhere to the following:
- i. Schedule Changes / Cancellations
It is the responsibility of each group to contact the Recreation Services Division in a timely manner (at least 24 hours in advance) to communicate any cancellations or changes in schedules.
 - ii. Field Conditions
 - a) Fields should be inspected prior to beginning play. Any damage or safety-related concerns should be noted. Report maintenance issues to the Recreation Services Division or Park Ranger (480-358-3770).
 - b) Vendor is responsible for monitoring weather conditions and evacuating playing fields of participants and spectators when the threat of lightning or dangerous conditions is imminent.
 - c) Vendor will cancel games when field or playing conditions could cause harm or damage to participants or to the facilities. Any damages caused to field facilities are subject to a monetary fine and park closure for repairs.
 - d) For weather issues prior to games/practices – User groups are expected to call the Queen Creek Recreation Services Division Administrative Office (480-358-3700) between 3 - 7 p.m. (Monday through Thursday) or between 1 – 3 p.m. (Fridays). The Recreation Division will contact the league presidents to notify of any cancellations outside of the weather. After 4 p.m. the Park Ranger may be contacted. Park personnel have final decision on determination of playable fields.
 - e) If Vendor or spectators utilize pop-ups on any the facilities that they are utilizing, they are responsible for any damage the pop-ups may occur and will be billed accordingly. Vendor and spectators should not be using stakes to hold their tents/canopies in the ground. This may cause problems to the irrigation system.
 - iii. Field Preparation
 - a) Vendor will paint the fields to their specifications. Only paint approved by the Contract Administrator may be used.

- b) Any special requests for field prep must be submitted at least seven (7) days in advance.
- c) All requests for field preparations, facility maintenance issues, or complaints must be communicated to the Recreation Services Division in writing, who will then communicate with appropriate Town maintenance personnel.

iv. General Information

- a) Reporting: Any maintenance issues or general complaints are to be communicated to the Recreation Services Division in writing immediately.
- b) Individual calls by coaches regarding field maintenance requests will not be granted. All requests must be from the League President or designee.
- c) Emergency Matters, such as damages, water leaks, or any other issues deemed an emergency by Vendor should be immediately communicated to the Park Ranger on-call, or any other person on the Town's Personnel Contact Information List.
- d) Banners: Vendor is responsible for installing, securing and removing banners at both park sites. Vendor shall not alter any facility (such as drilling holes, installing anything permanent) or pound stakes into the ground without **written permission** from the Contract Administrator or designee.
- e) Banners for Registration: See *Marketing/Media* section.
- f) Use of valve boxes by youth sport organizations and their volunteers, parents, spectators at any site is prohibited.

v. Storage Areas

- a) Desert Mountain Park: A storage area for use by Vendor during "in-season" is available during "in-season". The storage area is located next to a cell phone tower to the south and east of the multipurpose field. Vendor is responsible for providing its own lock and keys to this storage. Vendor shall have the storage area completely emptied by the end of "in-season".
- b) If the storage area is not completely emptied by the end of "in-season", the Vendor will lose their storage use privileges for the following season.
- c) Founders' Park: There is no storage available.

vi. Parking

All parking shall be in designated parking lots only. No vehicles shall drive and/or park on turf areas at any time. Fire Lanes shall remain open and accessible at all times. There shall be NO parking by Vendor staff, volunteers, and/or participants in the equestrian parking area at Desert Mountain Park.

9. **Marketing/Media:**

a. The Vendor shall adhere to the following:

i. Communicating Issues to the Town

If a problem or issue Vendor is having arises and is not remedied satisfactorily, please use the following chain-of-command to formally register the issue in writing:

- Vince Micallef, Recreation Coordinator, 480-358-3709
vince.micallef@queencreek.org
- Adam Robinson, Recreation Superintendent, 480-358-3715
adam.robinson@queencreek.org
- Debbie Gomez, Special Projects Manager, 480-358-3706
debbie.gomez@queencreek.org
- Patrick Flynn, Assistant Town Manager, 480-358-3504
patrick.flynn@queencreek.org

ii. Media coverage

Anytime the media or marketing organizations (newspaper, magazines, etc.) come out to the facility, Town staff needs to be notified immediately. The primary contact person is Tony Baumann (cell) 516-476-9778. Secondary contact person is Adam Robinson (cell) 623-680-8088.

iii. Marketing costs

Any costs associated with marketing materials for the program shall be borne by the Vendor.

iv. Vendor Marketing Tools Available

There are multiple ways the Town is able to help market partners' programs. The Town's many outlets are highly valuable as their reach is unmatched by typical promotional activities. Please be cautious to meet all deadlines and specifications in order to fully realize the positive impact of Town resources.

a) Coroplast sign locations: There are locations for four 6'w X 4'h and two 4'w X 4'h. If Vendor chooses to take advantage of this

opportunity, they will need to contact Adam Robinson at 480-358-3715 (backup: Marnie Schubert at 480-358-3196) to schedule dates. Signs stay up for two weeks at a time; based on availability. Sign locations are spread throughout QC. For further details, contact Adam Robinson.

- b) Press Releases: Submit completed (and edited) press releases to Vince Micallef at vince.micallef@queencreek.org with a Cc to Adam Robinson at adam.robinson@queencreek.org and Marnie Schubert at marnie.schubert@queencreek.org. Press releases should be submitted at least two weeks prior to release date.
 - c) Town Calendar: Submit milestone dates such as registration beginning and ending, start of games, picture day, etc to Adam Robinson at adam.robinson@queencreek.org (backup: marnie.schubert@queencreek.org).
 - d) Town's website: Vendor will be featured as the "Official Youth Football Partner" of the Town. Vendor logo and contact information will be featured (logo linked to Vendor web page).
 - e) Physical locations: Vendor can submit (deliver to the Library Recreation Annex) flyers/posters/registration forms to be displayed at the following locations:
 - 1) Library Recreation Annex
 - 2) Municipal Services Building Lobby
 - 3) Boys & Girls Club – QC Branch
 - 4) QC Library Lobby
 - 5) Youth & Teen Center
 - f) Other: Vendor may be offered to participate in special events throughout the year. For example, Vendor may be able to have a booth at the Town's Trunk or Treat event to promote its upcoming season.
 - g) Vendor must distribute Town of Queen Creek program brochure and special event flyers to all participants.
- v. Marketing for the Town
Vendor shall include the Town logo on all Queen Creek league related materials, banners, posters and signage. Vendor shall include the Town logo on Vendor's web page. The web page logo shall link to www.queencreek.org. All materials created and presented as representative of the Town must be approved by the Town prior to use or display.

10. **General Town Guidelines:**

- a. Vendor shall ensure total compliance with the following:

- i. Board Member, league representative or designee by youth sport organization must be present and providing supervision of all activities at all times on any Town site being utilized by organization during game times and any other instance where the Town's property is being used. Vendor should verbally communicate with participants and spectators to ensure park regulations are followed.
- ii. Parents are responsible for supervising their children at all times.
- iii. Participants and spectators are to remain off fields that are not scheduled for use.
- iv. Sports facility areas must be left clean and free of litter.
- v. Gators, golf carts, and similar type vehicles shall only be driven by licensed drivers, and driven in a safe manner at all times.
- vi. Maintenance equipment is not for participant use.
- vii. Teams must remain in designated areas.
- viii. No digging or destroying turf. Players found destroying turf will be ejected from facility and could be suspended from further league/tournament play. This will be enforced by Vendor and the Town staff.
- ix. Disturbing of landscape materials is prohibited. (i.e., stripping tree bark, rock throwing, etc.)
- x. Park Rules within the parks shall be followed at all times.
- xi. Good sportsmanship is expected and is the responsibility of the youth sport organizations.
- xii. No alcohol is allowed in any Town park. Alcohol is prohibited per Town of Queen Creek Code. The rule includes both players and spectators and extends to adjacent locations beyond the field and spectator areas.
- xiii. Driving vehicles (excluding gators, golf carts, and similar type vehicles) on turf areas, sidewalks, service driveways, front gate entrance, or emergency zones while using sports facilities at parks is prohibited unless permission from Town staff is given.
- xiv. Glass containers of any kind are prohibited in all park areas.
- xv. Vehicles must use parking lots as available and parking regulations must be followed at all times.
- xvi. A separate permit for the sale of food and/or souvenir items is required.

- xvii. All leagues are responsible for having a league representative on-site during each day/night (one representative for all fields simultaneously).
- xviii. In the interest of maintaining positive community relations as well as in the best interest of the participants, all games must end no later than 10 p.m.
- xix. Lights will be turned off at all facilities by 10:30 p.m. unless a written letter of exception is received by the Recreation Specialist or its designee.
- xx. Users are responsible for providing all safety equipment, including all first aid supplies. Please ensure your league has adequate first-aid supplies on hand at all times.
- xxi. There shall be no additions, alterations, improvements or upgrades upon any Town facilities.
- xxii. No tobacco is allowed in any park.
- xxiii. If porta-johns are approved for use, they must be secured, locked, and serviced regularly.
- xxiv. The responsible party in charge of activities shall provide facility supplies.
- xxv. Vehicles shall **NOT** be driven or parked on outdoor basketball courts, athletic fields, grass areas, playgrounds, or sidewalks at any time.
- xxvi. All leagues/groups shall be responsible for cleaning the sites.
- xxvii. It shall be the responsibility of the user group to supply dumpsters as necessary for the type of activity or upon the request of the Town.
- xxviii. The cost to repair damage to the park or clean-up of vandalism to the Park during the hours of the Vendor practices and games will be charged to Vendor at the end of the season.
- xxix. Vendor will have lock boxes on the main gate to get into the ball park.
- xxx. Third party solicitations of any kind will need to be brought to the Town's attention to get approval.



Requesting Department:
Real Estate

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, AICP
TOWN MANAGER

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

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A LEASE AGREEMENT WITH SPRINT SPECTRUM, LP FOR A RENEWABLE FIVE YEAR LEASE OF PREMISES LOCATED AT FOUNDERS PARK FOR A CELLULAR TOWER AND EQUIPMENT COMPOUND

DATE: MAY 15, 2013

Staff Recommendation:

Staff recommends approval of the attached lease agreement with Sprint Spectrum, LP for a renewable five-year lease of premises located at Founders Park for a cellular tower and equipment compound.

Proposed Motion:

Move to approve the attached lease agreement with Sprint Spectrum, LP for a renewable five-year lease of premises located at Founders Park for a cellular tower and equipment compound.

Discussion:

Sprint Spectrum, LP has been leasing space at Founders Park since 2001 and their lease terminated October 2011. They continued to lease until a new lease could be negotiated. A new lease that strengthens certain terms has been prepared by our attorneys. Sprint Spectrum, LP has agreed to this new lease, retroactive to October 2011, including making up the retroactive rental increase.

A significant term of this new lease is the provision that either party may terminate the lease upon 180 days notice. This gives the Town the flexibility to redesign or expand Founders Park in the future. If the current location conflicts with new park plans, the lease would terminate and they would remove their equipment. Their compound is currently located between the softball field and the multi-purpose field.

There is one extension term of five years, for a total of ten years.

Fiscal Impact:

This lease will provide revenue of \$1,500.00 per month for the first year and increase 3% per year over the ten year period (5 year term plus one lease extension for another five years).

Alternatives:

The Town Council could choose not to lease this property and forego the \$1,500.00 + per month revenue.

Attachments:

Lease Agreement

SITE LEASE AGREEMENT FOR CELLULAR PROVIDERS

THIS SITE LEASE AGREEMENT (this "Agreement") is made and entered into this 8th day of November 2011 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Lessor"), and Sprint Spectrum, L.P., a Delaware limited partnership ("Lessee").

RECITALS

A. Lessor is the owner of certain real property described in Exhibit "A" attached hereto (the "Property").

B. Lessor deems the portion of the Property depicted in the diagram attached hereto as Exhibit "B" (the "Premises") suitable for the installation and operation of communication facilities, including, but not limited to, antennas for the transmission and reception of radio and other signals, support mounts, cables, equipment, utilities, utility conduits, equipment storage structures and other improvements thereto (collectively, "Communication Facilities"). The Premises are improved by a light tower or similar structure suitable for the placement of the Communications Facilities (the "Tower").

C. Prior to the Effective Date, Lessor and Lessee entered into that certain PCS Site Agreement, dated October 10, 2001, providing for the lease and occupancy of the Premises by Lessee (the "Prior Lease"). In November 2011, Lessee terminated the Prior Lease, in accordance with the terms thereof, by written notice to Lessor, such termination to be effective November 8, 2011. Following such termination, Lessor and Lessee agreed to allow Lessee to continue its occupancy of the Premises until this Agreement could be finalized. Following the termination of the Prior Lease, Lessee has made rental payments at the amounts set forth in the Prior Lease (the "Interim Rental Payments").

D. Lessee desires to lease the Premises from Lessor for the purpose of installing and operating Communication Facilities, and Lessor desires to lease the Premises to Lessee, on the terms, covenants and conditions set forth herein.

AGREEMENTS

NOW THEREFORE, Lessor and Lessee (each, a "Party" and, collectively, the "Parties"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. OPTION. Intentionally Deleted
2. LEASE. Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Premises on the terms set forth in this Section 2 (the "Lease").
 - 2.1 Lease Term. The effective term of the Lease (the "Lease Term") shall begin

on November 8, 2011 (the "Commencement Date"), and shall continue until November 8, 2016 (the "Initial Term").

2.2 Extension of Lease Term. The Lease Term shall automatically be extended for 1 additional, separate 5-year period (the "Extension Term"), immediately following the expiration of the Initial Term, unless either: (i) Lessee delivers to Lessor written notice of Lessee's election not to extend the Lease Term (the "Extension Cancellation Notice"), provided such Extension Cancellation Notice must be received by Lessor at least 90 days, but no more than 180 days prior to the expiration of the Initial Term; or (ii) an uncured breach by Lessee exists under this Agreement at the time at the expiration of the Initial Term, in which event this Agreement shall automatically terminate without further extension. During the Extension Term, the terms and conditions of the Lease shall remain the same and in full force and effect as in the Initial Term, except that Lessee shall have no further right to extend the Lease Term beyond the expiration of the Extension Term.

2.3 Rent.

(a) Subject to adjustment as provided in Section 2.16(iii), Lessee, throughout the Lease Term and the Extension Term, if any, shall pay to Lessor as rental, the applicable amounts below ("Rent"), commencing on Commencement Date, and on or before the first day of each month thereafter.

Months 1-12	\$1,500.00 per month
Months 13-24	\$1,545.00 per month
Months 25-36	\$1,591.35 per month
Months 37-48	\$1,639.09 per month
Months 49-60	\$1,688.26 per month
Months 61-72*	\$1,738.91 per month*
Months 73-84*	\$1,791.08 per month*
Months 85-96*	\$1,844.81 per month*
Months 97-108*	\$1,900.15 per month*
Months 109-120*	\$1,957.15 per month*

*if applicable and subject to Lessee's exercise of its right to the Extension Term

(b) Contemporaneously with its execution of this Agreement, Lessee shall pay to Lessor an amount equal to the difference between the total, applicable amounts of Rent set forth in this Section 2.3 and the total amounts of the Interim Rental Payments.

2.4 Additional Rent. In addition to any payment of Rent, Lessee shall also pay to Lessor, as additional rent, within 30 days of Lessee's receipt of notice thereof: (i) any incremental additional utility charges to the Premises or the Property incurred as a result of Lessee's use of the Premises; (ii) any transaction privilege tax or use tax assessed in connection with Lessee's use of the Premises; and (iii) any increase in real property taxes attributable to Lessee's use of the Premises. For each request of Additional Rent, Lessor shall provide to Lessee

reasonable evidence that the Additional Rent is a result of Lessee's use of the Premises.

2.5 Late Charge. If any amount due to Lessor under this Lease is not received in full by Lessor on or before 15 days after the date any such payment is due, then Lessee shall pay to Lessor a late payment charge equal to the greater of: (i) 5% multiplied by the amount past due; or (ii) \$50.00.

2.6 Taxes. Lessee shall pay all personal property taxes, if applicable, on the Lessee Facilities.

2.7 Permitted Use. Lessee, at Lessee's sole cost, shall use the Premises only to install, construct, reconstruct and maintain, on the Premises, the Communication Facilities described on Exhibit "C" attached hereto (the "Lessee's Facilities" and the "Permitted Use"). Lessee shall have the right to modify, supplement, replace, or upgrade the Lessee's Facilities only with the written consent of Lessor, which shall not be unreasonably withheld so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of the Lessee's Facilities.

2.8 Access. Subject to the requirements of Section 2.10 and Section 6, Lessee may access the Premises at all times during the Lease Term and shall have all additional rights of access, ingress and egress to and from the Premises.

2.9 Installation. The Parties acknowledge that Lessee previously installed its current Lessee's Facilities pursuant to a prior lease agreement between the Parties. Said Installation is described on Exhibit "C" attached hereto. Prior to installing any replacement of, or addition to, the Lessee's Facilities (the "Installation"), Lessee shall provide Lessor with construction drawings, including color of paint, if any, to be used on the replacement or additional Lessee's Facilities. Lessee shall obtain Lessor's prior written consent, which shall not be unreasonably withheld or delayed, before proceeding with the Installation.

2.10 Maintenance. Lessee, at Lessee's sole cost, shall keep the Premises and the Lessee's Facilities in good order, and in a neat, clean and sanitary condition at all times during the Lease Term. Prior to any entry by Lessee for the purpose of improving, maintaining, repairing or replacing any portion of the Lessee's Facilities (collectively, "Maintenance") on a non-emergency basis, Lessee shall deliver prior written notice of any such entry as follows: (i) if no Lessee vehicle will be driven in any area not designated for vehicular traffic, such notice must be received by Lessor at least 24 hours in advance; and (ii) if a Lessee vehicle will be driven in any area not designated for vehicular traffic, including on the grass, at the Property, such notice must be received by Lessor at least 3 days in advance. In an emergency, Lessee may conduct Maintenance upon the Premises upon prior notice via telephone to the Lessor's Parks and Recreation Department at 480-358-3700. If Lessor grants permission for Lessee to drive a vehicle in any area not designated for vehicular traffic, Lessee shall reimburse Lessor for any expenses incurred by Lessor to repair damage to the Property caused thereby.

2.11 Damage to Property. Lessee shall immediately notify Lessor of any damage to the Property, the Premises, or the property of any third party upon the Property caused by Lessee or Lessee's agents or employees ("Lessee's Damage"). Lessee, at Lessee's sole cost, shall begin any necessary repairs within 7 business days of Lessee becoming aware of such Lessee's Damage and Lessee shall complete such repairs with reasonable diligence to a condition similar prior to the damage. In the case Lessor, in Lessor's sole discretion, deems any Lessee's Damage to constitute an emergency, Lessor may repair such Lessee's Damage and Lessee shall reimburse Lessor for the reasonable costs of such repairs within 30 days of Lessee's receipt of written notice thereof.

2.12 Compliance with Laws. In connection with Lessee's use of the Property, the Installation, if any, and any Maintenance, Lessee shall at all times comply with all applicable laws federal, state, county and local, rules, codes and regulations, including, without limitation, the Town Code of the Town of Queen Creek.

2.13 Landscaping. Lessee, at Lessee's sole cost, shall provide and maintain reasonably adequate landscaping on the Premises and, at Lessee's sole cost, shall promptly replace any part of such landscaping that wilts or dies.

2.14 Lighting. Lessee shall not install lighting on the Premises except: (i) as required by the Federal Aviation Administration; and (ii) manually-activated lighting for Maintenance purposes.

2.15 Lessor Co-location. Lessor reserves the right to co-locate any equipment (the "Lessor's Equipment") anywhere on the Premises, provided that the Lessor's Equipment shall not unreasonably interfere with Lessee's use of the Premises.

2.16 Third-Party Co-Location. During the Lease Term, Lessee may sublet to third parties for third-party co-locations on the Tower (each, a "Third-Party Co-Location"), provided that:

(i) Lessee shall provide Lessor, at least 30 days prior to the effective date thereof, any agreement for a Third-Party Co-Location (a "Co-Location Agreement"), which Co-Location Agreement shall be subject to the approval of Lessor, in Lessor's sole discretion. If the Town disapproves any Co-Location Agreement for any reason, the Town shall provide to Lessee notice of such disapproval (the "Disapproval Notice") prior to the proposed effective date of the respective Co-Location Agreement, the proposed Co-Location Agreement shall be without effect with respect to the Premises, and the proposed tenant under the proposed Co-Location Agreement shall not be permitted to place any equipment on the Premises. If the Town fails timely to provide the Disapproval Notice, the Town shall be deemed to have approved the proposed Co-Location Agreement;

(ii) any Co-Location Agreement shall be in writing and shall include the following:

(a) an agreement by the co-locating third party (a "Subtenant") to comply with the requirements substantially similar to the following sections of this Agreement: Section 2.7, Section 2.8, Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 2.14, Section 4.1, Section 5, Section 6, Section 7, Section 8 (except that no Subtenant shall have the right to further sublease the Premises), Section 13.2, Section 13.6 and Section 13.8;

(b) an agreement that the effective term of the Third-Party Co-Location shall automatically terminate upon the expiration or termination of this Agreement or the Lease Term; and

(c) an agreement that no Communication Facilities for use by the Subtenant (the "Subtenant Facilities") may be installed on the Premises without the prior written consent of Lessor of the Subtenant's construction drawings, which consent shall not be unreasonably withheld or delayed;

(iii) for each Third Party Co-Location entered by Lessee during the Term, Lessee shall pay to Lessor, as additional Rent, \$300.00 per month for each month during the term of such Third Party Co-Location ("Co-Location Rent"). In the event the term of such Third Party Co-Location shall commence in the middle of the month, the first month's installment of Co-Location Rent shall be prorated;

(iv) the Subtenant Facilities shall not unreasonably interfere with any Lessor's Equipment located on the Premises prior to the effective date of the respective Co-Location Agreement;

(v) the term of the Co-Location Agreement may expire or be terminated prior to the termination of the Lease, provided that the Co-Location Rent shall not be terminated until the respective Subtenant thereafter vacates the Premises; and

(vi) the Co-Location Agreement shall terminate automatically upon any termination or expiration of this Agreement or the Lease Term, as it may be extended.

2.17 Installation of Additional Utilities. Lessee, at Lessee's sole cost and subject to the conditions set forth herein, may install utilities-related equipment on the Premises and improve the present utilities-related equipment on the Premises, provided that: (i) Lessee shall first submit to Lessor written plans for any such installation or improvement, such plans including a request for any license to use the Premises or Property required by Lessee; and (ii) Lessee shall not perform any portion of such installation or improvement without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

3. LIMITATIONS ON USE; DAMAGE TO PROPERTY. Any provision of this Agreement to the contrary notwithstanding, during the Lease Term, including any extension thereof, Lessee shall not conduct any environmental, soil or other invasive study or inspection of the Property without the prior written consent of Lessor, which consent may be given or

withheld in Lessor's sole discretion. Lessee, at Lessee's sole cost, shall promptly repair and restore any damage to the Property or the property of Lessor or any third party caused by Lessee or Lessee's employees, agents or contractors.

4. INTERFERENCE.

4.1 By Lessee. Lessee shall not use, or permit other to use, the Premises in any way that interferes with the use of the Property by Lessor or Lessor's tenants, licensees, invitees or guests existing as of the Effective Date (collectively, "Existing Users").

4.2 By Lessor. So long as Lessee is not in breach of this Agreement, Lessor shall not interfere with Lessee's use and quiet enjoyment of the Premises, provided that continued use by Lessor or Existing Users in the same manner as existed as of the date Lessee installed its Communication Facilities shall not constitute interference with Lessee's use or quiet enjoyment of the Premises.

5. ENVIRONMENTAL MATTERS.

5.1 Indemnity. Lessee shall indemnify, defend and hold harmless Lessor and Lessor's officers, officials and employees for, from and against any and all claims, damages, losses, costs, liens, encumbrances, liabilities and expenses, including, but not limited to, reasonable attorneys', accountants' and investigators' fees and court costs (collectively "Claims"), arising out of or in connection with the cleanup or restoration of the Property associated with the Lessee's violation of any Hazardous Materials Law or use of Hazardous Materials (each as defined below). In case any action or proceeding is brought to which this indemnification shall be applicable, Lessee shall pay all awards resulting therefrom and shall defend such action or proceeding, if Lessor shall so request, at Lessee's sole cost and expense, by counsel reasonably satisfactory to Lessor.

5.2 Definitions.

5.2.1 "Hazardous Materials Law" means any federal, state or local law, ordinance, rule, decree, order, regulation or court decision relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., any amendments to the foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations.

5.2.2 "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, petroleum product, or related injurious or potentially injurious material, whether injurious or potentially

injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any applicable Hazardous Materials Law; (iii) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; or (iv) gives rise to any liability, responsibility or duty on the part of Lessee or Lessor with respect to any third person under any Hazardous Materials Law.

5.3 Lessee's obligations under this Section 5 shall survive the expiration or other termination of this Agreement.

6. INSURANCE.

6.1 Liability Insurance. Prior to any entry upon the Property and at all times during the Lease Term, Lessee, at Lessee's sole expense, shall maintain commercial general liability insurance covering actions by Lessee providing for a limit of not less than \$2,000,000.00 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to, or death of, all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, and contractual liability. The liability policy or policies shall contain an endorsement naming Lessor as an additional insured.

6.2 Casualty Insurance. During the Lease Term, Lessee shall maintain a policy or policies of so called "All Risk" or "All Peril" insurance, including coverage for vandalism or malicious mischief, insuring Lessee's improvements to the Premises and Lessee's personal property, equipment and other items in the Premises, with coverage in an amount equal to the replacement cost.

6.3 Adequacy of Insurance. Lessor makes no representation or warranty to Lessee that the amount of insurance to be carried by Lessee under the terms of this Agreement is adequate to fully protect Lessee's interests. Lessee acknowledges that Lessor shall not, by the fact of approving, disapproving, waiving, accepting, or obtaining any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of such insurance, the solvency of any insurance companies or the payment or defense of any lawsuit in connection with such insurance coverage, and Lessee hereby expressly assumes full responsibility for and all liability, if any, with respect to, Lessee's insurance coverage.

6.4 Certificate. Prior to any entry upon the Property by Lessee or its employees, agents or contractors, Lessee shall deliver to Lessor a certificate of insurance evidencing the coverage required by this Section 6. Alternatively, Lessee will have the option of providing the Lessor with evidence of such coverage electronically by providing the requesting party with a Uniform Resource Locator ("URL") link to access Lessee's Memorandum of Insurance website. Lessee will cause each insurance policy obtained by it to provide that the respective insurance company waives all rights of recovery by subrogation against Lessor in connection with any damage covered by the policy.

7. INDEMNITY. Lessee shall indemnify, defend and hold harmless Lessor and

Lessor's officers, officials and employees for, from and against all Claims arising out of or in connection with: (i) Lessee's use of all or any part of the Premises or the Property or from any activity, work or thing done, permitted or suffered by Lessee or by any invitee, agent, contractor, employee or Subtenant of Lessee in the Premises or the Property; (ii) any breach or default by Lessee under this Agreement; (iii) any act, neglect, fault or omission by Lessee or by any invitee, agent, contractor, employee or Subtenant of Lessee anywhere in the Premises or the Property. In case any action or proceeding is brought to which this indemnification shall be applicable, Lessee shall pay all awards resulting therefrom and shall defend such action or proceeding, if Lessor shall so request, at Lessee's sole cost and expense, by counsel reasonably satisfactory to Lessor. The obligations of Lessee under this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. ASSIGNMENT. Except as set forth in Section 2.16, Lessee shall not assign, transfer or sublet this Agreement, or any portion thereof or any of Lessee's other rights hereunder to any person or business entity without Lessor's consent, which consent may be withheld or granted in Lessor's sole discretion. Any attempted assignment, transfer or sublet in violation of this Section 8 shall be void ab initio, provided, however, that Lessee will have the right, upon notice to Lessor, to sublease (or otherwise transfer or allow the use of) all or any portion of the Premises or to assign its rights under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Lessee; (b) any entity acquiring substantially all of the assets of Lessee; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" or "Nextel" brand name or any successor brand name(s) or other brand name(s) used or licensed by Lessee's parent corporation; or (d) any successor entity in a merger or consolidation involving Lessee.

9. TERMINATION. This Agreement may be terminated:

9.1 by Lessor if Lessee fails to cure a breach for payment of amounts due hereunder within 10 days after Lessee's receipt of written notice of such breach from Lessor;

9.2 by the non-breaching Party if the other Party breaches this Agreement (other than a breach described in section 9.1 above) and fails to cure such breach within 20 days after written notice of such breach is received by the breaching Party from the non-breaching Party; provided that if such breach is capable of being cured, this Agreement may not be terminated so long as the breaching Party commences appropriate curative action within such 20 day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

9.3 by Lessee if: (a) Lessee fails to obtain or maintain any license, permit, approval or authorization through no fault of Lessee; (b) any portion of the Premises or the Communication Facilities is damaged, destroyed, condemned or transferred in lieu of condemnation; or (c) the Premises or the Communication Facilities becomes inappropriate for Lessee's operations because of technological reasons, including, without limitation, signal interference; or

9.4 by either Party upon at least 180 days prior written notice to the other

Party.

10. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

11. REPRESENTATIONS AND WARRANTIES. Each Party covenants and warrants to the other Party that: (i) such Party has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; (ii) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said Party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or such Party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

12. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, delivered by a nationally recognized courier, or mailed by certified mail, return receipt requested, to the following addresses:

If to Lessor, to:	Town of Queen Creek 22350 South Ellsworth Road Queen Creek, Arizona 85142 Attn: Town Manager
With a copy to:	Dickinson Wright/Mariscal Weeks Attn: Fredda J. Bisman, Esq. 2901 N. Central Ave., Ste. 200 Phoenix, Arizona 85012
If to Lessee, to:	Sprint Nextel Property Services Mailstop: KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-Z2650
With a copy to:	Sprint Nextel Law Department Mailstop: KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, Kansas 66251-2020 Attention: Real Estate Attorney

13. MISCELLANEOUS.

13.1 Entire Agreement; Modifications. This Agreement shall constitute the entire agreement and understanding of the Parties with subject matter hereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both Parties.

13.2 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed or enforced in accordance with the laws of the State of Arizona without reference to conflict of laws principles. With regard to any litigation which may arise in regard to this Agreement, each Party shall and does hereby submit exclusively to the jurisdiction of, and hereby agrees that the proper venue shall be exclusively in, the Superior Court of Maricopa County, Arizona. The provisions of this Section 13.2 shall survive any termination or expiration of this Agreement.

13.3 Broker. Either Party that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and Lessee shall indemnify and hold Lessor harmless from and against any claim to a fee, commission or other compensation asserted by such Representative claiming through Lessee, including reasonable attorneys' fees and costs incurred in defending such claim. The provisions of this Section 13.3 shall survive any termination or expiration of this Agreement.

13.4 Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

13.5 No Joint Venture. By executing this Agreement, the Parties are not establishing any Joint undertaking, joint venture or partnership. Each Party shall be deemed an independent contractor and shall act solely for its own account.

13.6 Restoration of the Premises. Lessee, at Lessee's sole cost, shall within 30 days after the expiration or termination of this Agreement, remove all Lessee's property from the Premises and restore the Premises to their original condition as of the Commencement Date, excepting reasonable wear, tear and casualty.

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

13.8 No Liens. Lessee shall pay or cause to be paid all costs for work done by Lessee or caused to be done by Lessee on the Premises, and Lessee shall keep the Premises and

the Property free and clear of all mechanics' liens and materialmen's liens, professional service liens and other liens on account of work done or materials supplied to Lessee or persons claiming under Lessee. Lessee shall keep Lessee's leasehold interest and any improvements which are or may become the property of Lessor pursuant to this Agreement free and clear of all liens of attachment or judgment liens.

13.9 No Recording. Lessee shall not record this Agreement or any abstract or memorandum hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

LESSOR:

Town of Queen Creek:

By: _____
Gail Barney, Mayor

Approval of Contract Administrator:

By: _____
John Kross, Town Manager

Attest:

By: _____
Jennifer Robinson, Town Clerk

Reviewed as to form:

By: _____
Fredda J. Bisman, Esq.
For Dickinson Wright/Mariscal Weeks
Attorneys for the Town

LESSEE:

Sprint Spectrum, L.P., a Delaware limited partnership

By: _____
Name: **Michael Reed**
Title: **Authorized Representative**

LEGAL DESCRIPTION OF THE PROPERTY

That part of the Southwest quarter of the Northwest quarter of Section 22, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 22;

Thence South 0 degrees 14 minutes 58 seconds East along the west line of said Southwest quarter of the Northwest quarter, 50.0 feet to the POINT OF BEGINNING;

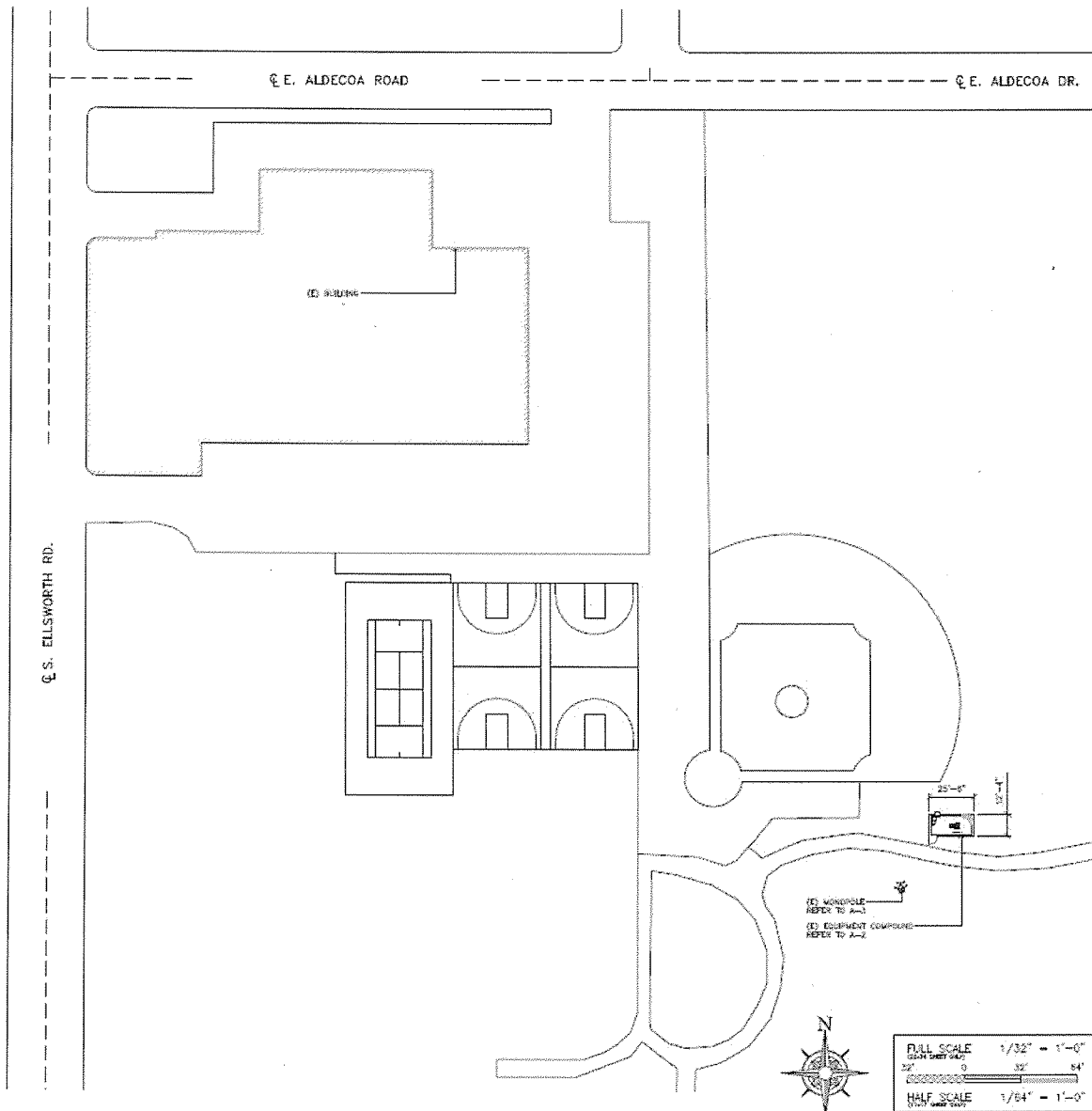
Thence North 89 degrees 56 minutes 46 seconds East parallel with the North line of said Southwest quarter of the Northwest quarter, 660.0 feet;

Thence South 0 degrees 14 minutes 58 seconds East, parallel with the West line of said Southwest quarter of the Northwest quarter, 390.0 feet;

Thence South 89 degrees 56 minutes 46 seconds West parallel with the North line of said Southwest quarter of the Northwest quarter, 660.0 feet to a point, said point being on the west line of said Southwest quarter of the Northwest quarter;

Thence North 0 degrees 14 minutes 58 seconds West along the West line of said Southwest quarter of the Northwest quarter, 390.0 feet to the POINT OF BEGINNING.

EXHIBIT A TO
SITE LEASE AGREEMENT



**EXHIBIT B TO
 SITE LEASE AGREEMENT**

LESSEE'S FACILITIES

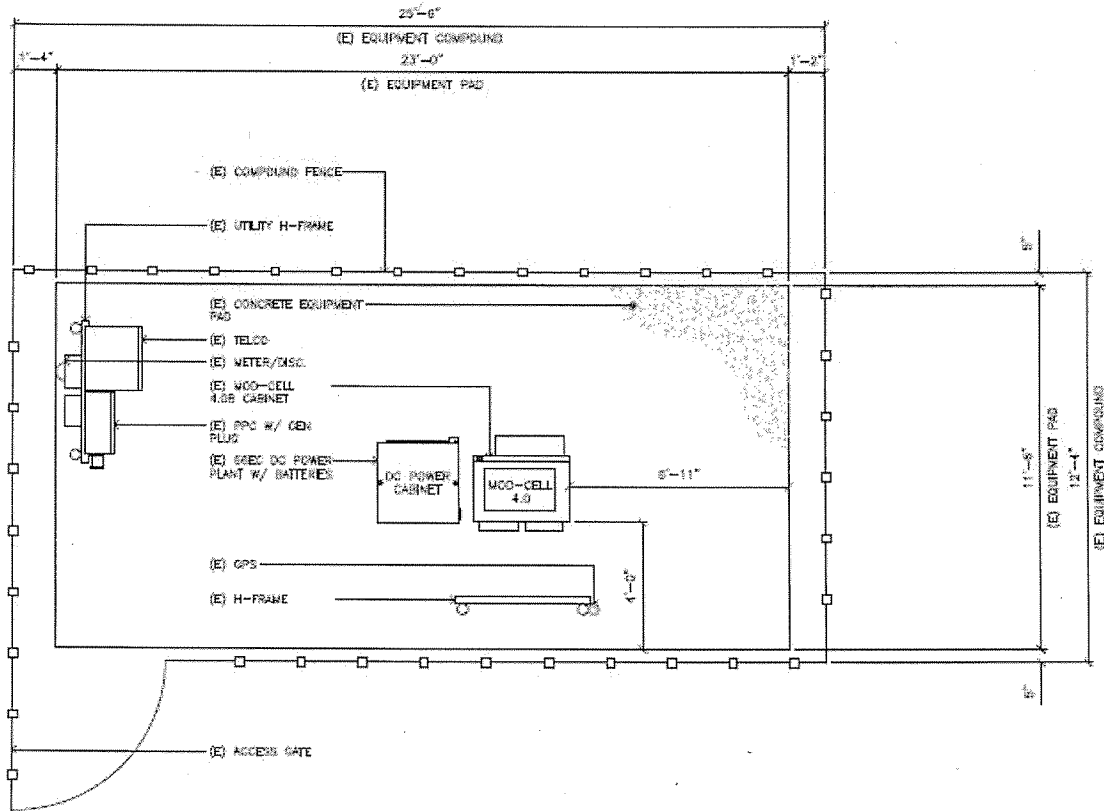


EXHIBIT C TO SITE LEASE AGREEMENT



Requesting Department:

Legal/Economic
Development

TAB I

TO: HONORABLE MAYOR AND TOWN COUNCIL

**FROM: FREDDA J. BISMAN
DICKINSON WRIGHT MARISCAL, WEEKS
TOWN ATTORNEYS**

**RE: AMENDMENT TO TOWN MANAGER'S EMPLOYMENT
AGREEMENT**

DATE: May 15, 2013

Background:

The Town Manager and the Town entered into an Employment Agreement in February, 2011. There have been no earlier amendments to that Agreement.

Pursuant to discussions between the Manager and the Mayor and Town Council, the proposed amendment would provide the Manager with a telecommunications stipend in the amount of \$75.00 per month, for the use of the Manager's telecommunications devices in the performance of his duties.

The Amendment does not make any other changes to the Employment Agreement, which remains in full force and effect.

Proposed Motion:

Approve First Amendment to Employment Agreement with the Town Manager, providing for a telecommunications stipend in the amount of \$75.00 per month.

Fiscal Impact:

Approval of the Amendment will result in a cost to the Town of \$900.00 per year.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "First Amendment") is made and entered into effective as of the __ day of _____ 2013 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town") and John Kross, ("Manager"). Employer and Manager are sometimes referred to in this Seventh Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Employment Agreement on or about the second day of February, 2011 (the "Original Agreement"). All capitalized terms used without definition in this First Amendment shall have the definitions ascribed to them in the Employment Agreement, as modified by this First Amendment.

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

AGREEMENTS:

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

1. Benefits. The Employment Agreement is hereby amended by adding a new Section 9 to read:

Telecommunications Stipend. Manager shall receive a telecommunications stipend in the amount of \$75.00 per month for the use of Manager's telecommunications devices in the performance of his duties as Town Manager. "Telecommunications Devices" as used herein includes, but is not limited to, a smartphone or other mobile phone, computer, tablet, and other similar devices,

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

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

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

MANAGER:

John Kross

EMPLOYER:

Town

By: _____
Its: Mayor

PHOENIX 53749-1 58263v1

PHOENIX 53749-1 58263v1



Requesting
Department:
Management Services

TAB J

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: PATRICK FLYNN, ASSISTANT TOWN MANAGER

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A COOPERATIVE PURCHASE AGREEMENT WITH THE CITY OF SCOTTDALE AND WITH CLIFTON LARSON ALLEN, AUDITING FIRM IN THE AMOUNT NOT TO EXCEED \$48,675 FOR THE YEAR ENDING JUNE 30, 2013 AUDIT OF THE FINANCIAL STATEMENTS OF THE TOWN OF QUEEN CREEK

DATE: May 15, 2013

Staff Recommendation:

Staff recommends consideration and possible approval of a Cooperative Purchase Agreement with the City of Scottsdale and with Clifton Larson Allen, Auditing Firm, for the year ending June 30, 2013 audit of the financial statements of the Town of Queen Creek.

Relevant Council Goal(s):

KRA 5: Financial Management

Proposed Motion:

Move to approve the attached cooperative agreement with Clifton Larson Allen for an amount not to exceed \$48,675, which includes a 10% contingency.

Discussion:

State law requires an audit of municipal operations to be made by a certified public accountant currently licensed by the Arizona State Board of Accountancy. The audit is required each fiscal year. The audit, as required by the uniform expenditure reporting system and Arizona State law, must include a financial statement of all accounts and funds of the municipality. Audits must be conducted in accordance with generally accepted auditing standards. This report must include the professional opinion of the auditor regarding the financial statements of the Town or a declaration of why such an opinion cannot be expressed.

Each year the Town of Queen Creek hires an auditing firm to audit the Town's financial records and funds. The firm will audit the financial statements of the governmental

activities, the business-type activities, the aggregate discretely presented component units (if applicable), each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements of the Town of Queen Creek as of and for the year ended June 30, 2013. The objective of the audit is the expression of opinions as to whether the Town's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. The Town has been successful in receiving an unqualified opinion of our financial records since 1990.

The auditing firm of Clifton Larson Allen has provided a contract to audit the Town's financial statements. The preliminary audit for the year ending June 30, 2013 will begin soon.

Fiscal Impact:

Funding for these services has been budgeted in the Auditing Services line item in non-departmental for this fiscal year. The contracted amount is \$44,250 plus a 10% contingency, totaling \$48,675.

Alternatives:

Council could choose not to approve the contract with Clifton Larson Allen and require staff to go out to bid, but this would delay the audit from being completed in a timely manner.

Attachments:

Cooperative Purchase Agreement with Clifton Larson Allen

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (The "Agreement") is made and entered into effective as of the ____ day of May, 2013 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and CliftonLarsonAllen LLP, a Minnesota limited liability partnership ("Vendor"). The Town and the Vendor are sometimes referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

RECITALS:

The Parties wish to enter into an Agreement pursuant to the terms and conditions of that outside contract number 2011-044-COS and all subsequent revisions, between City of Scottsdale, Arizona and the Vendor (the "Original Contract." Such action is authorized under A.R.S. §41-2632 and is pursuant to the terms of the Maricopa County multi-agency purchasing cooperative. All capitalized terms used without definition in this Agreement shall have the definitions ascribed to them in the Original Contract.

AGREEMENTS:

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

1. Reaffirmation of Original Contract. The Original Contract shall remain in full force and effect, and all terms and conditions of the Original Contract are hereby incorporated by reference into this Agreement, creating an agreement identical in terms between the Town and the Vendor. In the event of any conflict between this Agreement and the Original Contract, the terms of this Agreement shall prevail. The amount paid under this Agreement shall not exceed \$44,250.00.

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

3. Compliance with Federal and State Laws.

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

3.2 Pursuant to the provisions of A.R.S. §41-4401, the Vendor warrants to the Town that the Vendor 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 Vendor or any of its subcontractors will be deemed a material breach of this Contract and may subject the Vendor 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 Vendor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

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

The Town will not consider the Vendor or any of its subcontractors in material breach of this Contract if the Vendor 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 Vendor 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.

3.3 This Agreement is subject to cancellation for conflicts of interest pursuant to A.R.S. § 3-511.

3.4 Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party 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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Jennifer Robinson

Approved as to form:

By: _____
Mariscal, Weeks, McIntyre & Friedlander, P.A.
Town Attorneys

Larsen Allen

Date: _____

By: _____

Its: _____



Requesting Department:

Economic Development

TAB K

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR

KIM MOYERS, ECONOMIC DEVELOPMENT SPECIALIST

**RE: DISCUSSION AND POSSIBLE ACTION ON THE
CONTINUATION OF THE TOWN CENTER FAÇADE
IMPROVEMENT PROGRAM.**

DATE: May 15, 2013

Town Center Committee Recommendation:

The Town Center Committee recommends continuation of the Façade Improvement Program utilizing Town Center Municipal Funds.

Staff Recommendation:

Staff recommends the continuation of the Façade Improvement Program utilizing Town Center Municipal Funds.

Proposed Motion:

Move to continue the Façade Improvement Program utilizing Town Center Municipal Funds.

Discussion:

At the April 18, 2012 Town Council meeting, Council approved a one-year pilot Façade Improvement Program.

The purpose of the Façade Improvement Program is to improve the appearance of building façades, the street-facing exteriors of commercial buildings or buildings that have been re-designated as commercial or office space in Town Center. The program is aimed to stimulate revitalization, address deteriorating property conditions and to generate new business and new investment in the Town Center commercial areas. The program is designed to encourage well-designed improvements, restore or improve architectural elements and interest in the Town Center and visually improve facades to encourage economic growth.

The program provides participants (property owners and tenants with owner approval) the opportunity to receive a reimbursement of up to 50% of eligible pre-approved improvement costs. The maximum amount for any individual grant award is \$20,000 per

individual property owner. All projects should be considered permanent to the structure/façade and should remain as part of the property if the building is sold or applicant/tenant moves to a different location. Reimbursements are only made after a project is completed.

A copy of the Façade Improvement Overview & Purpose are included as **Attachment A**.

Applications for the program were accepted (4) times throughout the year (July/October/January/April).

There were a total of 5 applications and approvals during the pilot year. The individual applicants, completed work items and reimbursement amounts (50% of the eligible improvements) are as follows:

Applicant	Project	Amount Reimbursed
Insurance Depot	Signage	\$1,742
San Tan Dental Care	Signage, Painting, new French Door	\$10,968
San Tan Mountain Funeral Home	Signage, landscaping, painting	\$9,966
QC Veterinary Clinic	Landscaping, painting, façade repairs	\$3,312
QC Nutrition	Signage (not yet complete)	\$1,700 (will be reimbursed only upon completion)

Total reimbursement for FY12-13 is \$27,688.

The Façade Improvement Program has been well-received by the business community and is seen as a pro-active program that assists small business. See **Attachment B** for newspaper article in the Arizona Republic including testimony of applicants.

Fiscal Impact: Reauthorize the use of Town Center Municipal Funds, maximum of \$100,000 for FY13-14, for the continuation of the Façade Improvement Program.

Alternatives:

Direct staff to make modifications to the proposed Façade Improvement Program.

- Adjust the maximum amount of the individual grant.
- Alter the dates for the acceptance of applications – annual, bi-annual instead of quarterly.

Direct staff to discontinue the Façade Improvement Program.

Attachments:

- A. Façade Improvement Program Overview and Purpose
- B. The Republic Newspaper Article

Program Overview and Purpose

The Program's mission is to generate business in the Town Center commercial areas by stimulating revitalization in the Town Center commercial area addressing deteriorating property conditions. (Map to be included of Town Center properties eligible for participation)

The purpose of the Façade Improvement Program is to improve the street-facing exteriors of a building or residential structure that has been re-designated as commercial or office located in the Town Center.

The program will be managed by the Town of Queen Creek's Economic Development Department staff. On an annual basis, staff's responsibilities include:

- Revision and publishing the Façade Improvement Program Application. Revisions to include update of deadlines for submission as well as other pertinent program deadlines and dates.
- Prepare proposed total dollar amount to be allotted to each Façade Improvement project and total budget for annual program, along with the Town Center Committee.

Applications for the program will be accepted and distributed four (4) times per calendar year (July/October/January/April).

Eligible Criteria:

Eligible participants of the program include property owners of commercial buildings within the Town Center and tenants of commercial buildings. A business owner who is leasing space must have written approval from the property owner to participate in the program.

Eligible improvements must contribute to the visual enhancement of the property as viewed from the public right of way. Improvements must be comprehensive and may incorporate several of the acceptable components of the existing façade.

Examples of Typical Eligible Improvements Include:

- 1.) Exterior painting and façade repair
- 2.) Plants and landscaping
- 3.) Awnings
- 4.) Doors and windows
- 5.) Façade and display window lighting
- 6.) Demolition of obsolete structures
- 7.) Addition of a patio or outdoor space

Exterior Signage (street facing) and parking lots/parking lot striping may be considered as eligible projects based on a complete package. Eligibility will be at the Town Center Committee's discretion.

Examples of Typical Ineligible activities:

- 1.) New building construction
- 2.) Any interior work
- 3.) Roof repairs, except those portions that directly attach to a new or renovated façade
- 4.) Any items that are not allowed by the Town of Queen Creek building code

Note: final decisions of financial contributions, amount of grant and eligible projects will be made by the review committee. Appeals can be mailed to the Town Manager within 30 days of notification. The Town Manager will have the final decision.

Façade Improvement Program Administration

The Program will provide participants the opportunity to receive a reimbursement of up to 50% of eligible pre-approved improvement costs. The maximum amount for any individual grant award is \$20,000 per individual property owner. Program would be subject to available funding as appropriated each year.

All projects should be permanent to the structure/façade and should remain as part of the property if building is sold or applicant moves outside of Town Center..

Funding Source: Projects will be funded through the Town Center Municipal Fund. Funds will be budgeted on a yearly basis and will be announced at the beginning of the first cycle.

Goals:

- To encourage well-designed improvements
- To restore or improve architectural elements and interest to the structure
- To visually improve facades to encourage economic growth in Town Center

Who can apply for funding?

Any commercial property/building owner or business owner/tenant with written authorization from the owner for improvements may apply for funding.

Applicants may apply to the program more than once; however, will not be awarded funding more than twice in any five year period on the same property unless ownership changes.

Application Process:

- 1.) **Pre-Application information sessions.** Information sessions will be held approximately three to four weeks prior to the submission deadline of the application. The meeting will include:
 - a. a comprehensive review of the application
 - b. program requirements
 - c. approval process and terms and conditions of the grant
 - d. opportunity to ask questions
- 2.) **Complete and submit a formal Program application** to the Town of Queen Creek Economic Development Department no later than 5:00 pm upon the date of the deadline. Submissions must include:
 - a. a completed application
 - b. a site plan drawn to scale including landscape placement
 - c. altered property rehabilitation plans drawn to scale
 - d. photographs of the existing condition
 - e. estimated total project costs including at least one bid for each project (bids are subject to Town Center Committee review. Additional bids may be requested)
 - f. Paint chips/samples if work includes painting of buildings, doors, awnings, etc.
 - g. if tenant is the applicant, letter of support from property owner indicating permission to apply for the project
 - h. an electric copy of submission materials
 - i.
- 3.) **Staff Application Review Process.** Town of Queen Creek "Town Center Design Review Team" will review each application for completeness, identify appropriate funding for each proposed project and prepare recommendations. Staff will evaluate applications on the following criteria:
 - a. Total project budget
 - b. Design plan
 - c. Location within Town Center
 - d. Returning facility into a productive use and/or creation of new uses within the space
 - e. Total linear feet of storefront to be improved
- 4.) **Following approval, the Town will issue a formal "Notice to Proceed".** Any work initiated BEFORE "Notice to Proceed" will not be eligible for funds reimbursement. Participants will be required to enter into and execute a written agreement with the Town of Queen Creek to establish the terms, conditions, and requirements for participation in the program.
- 5.) Following the "Notice to Proceed", but prior to work starting, **the applicant must secure any required building or development permits.**
- 6.) The applicant must submit copies of paid bills, cancelled checks, contractor lien waivers and receipts to the City for reimbursements. Reimbursements can be requested on the last day of each month for work that has been completed. A receipt, picture of the completed work, along with the line item within the application that the work applied to will be needed for each reimbursement.

- 7.) The Economic Development Department inspects completed project to ensure that work was performed as outlined in application. This inspection does not replace or supersede any additional inspections that may be required by the Town's Building Safety Division.
- 8.) **Applicant is reimbursed up to the amount of the approved grant.** Work must be completed within 6 months of the stated start date unless otherwise noted in application.

Town funding helps core Queen Creek storefronts upgrade



Queen Creek's first funeral home, which opened earlier this year, is one of four businesses that have taken advantage of a town program that provides money to upgrade store fronts.

Kathleen Stinson/Special for The Republic

By **Kathleen Stinson** Special for The Republic Tuesday, April 9, 2013

In the one year Queen Creek's Facade Improvement Program has been in operation, only four applicants have taken advantage of partial town funding to spruce up their Town Center storefronts.

The business owners say the program has made a big difference for them.

The town set aside \$100,000 in its 2012-2013 budget to pay up to 50 percent of the cost of improvements to the street-facing exteriors of commercial buildings. To be eligible, the business must be in the Town Center. The maximum award for an individual business is \$20,000.

Kim Moyers, town economic-development specialist, said the money set aside for the projects has not been depleted, but if and when it is, additional funding will be sought.

"The program furthers economic development and beautification in the Town Center," Moyers said. "One way to encourage redevelopment in the Town Center is through encouraging businesses to spruce up their own facades. We hope this will have a trickle-down effect — one business improves and we hope this will encourage another to make such improvements."

As stated on the town website, eligible improvements include: Exterior painting, leaning or facade repair; plants and landscaping; exterior signs, awnings, doors and windows; facade and display-window lighting; demolition of obsolete structures; and additions of patios or other outdoor space.

Ineligible improvements include new building construction, roof repairs other than those portions that directly attach to a new or renovated facade, interior work, and anything that conflicts with the town building code.

The four projects that have been funded are:

San Tan Dental Care on Ellsworth Road south of Ocotillo Road received \$10,968 for painting, facade repairs, an additional door and signage.

Queen Creek Veterinary Clinic on Ocotillo between Hawes and Ellsworth Loop roads received \$3,312 for painting, landscaping and facade repairs.

The Insurance Depot on Ellsworth south of Ocotillo Road received \$7,742 for new signage.

The San Tan Mountain View Funeral Home received \$6,426 for painting, landscaping and signage.

Steve Lewis, general manager and funeral director of the San Tan Mountain View Funeral Home, said the program "allowed us to do more landscaping and signage than we otherwise could have. Several families we have served said they only knew about us by driving by and seeing the signage."

"We've gotten lots of compliments from other businesses in the complex (about the appearance of the building). We've gotten nothing but positive comments."

Eric Cohen, owner of the Queen Creek Veterinary Clinic, said he changed the color of his building from a bluish gray applied in 1997 to brown, and said the building stands out more now than it used to.

"It looks tons better," Cohen said. "It's a completely different building."

He said the town program made it possible for him to get these improvements done sooner than what otherwise would have been possible.

Insurance Depot owner/agent Jim Tebbs said his old sign was "deteriorated and damaged in every way you can think of."

"This program was a great opportunity to get a (new) sign and it's illuminated at night, bright and clear," he said, adding that the sign is making people aware of his business and has become "a landmark in the community."

Christine Claveria, owner of San Tan Dental Care, said her new signage makes her practice more visible from the road. "People say we never thought (the color) purple would work but it works," she said. "The signage has brought in a lot of new patients."

Moyers said she's happy so far with the results. "The program improved the facades and also improved the look of the community, making it a win-win," she said.

Applications are accepted on a quarterly basis in January, April, July and October.

Information: queencreek.org.



Requesting Department:
Town Manager's Office,
Workforce & Technology
Department

TAB L

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: BRUCE GARDNER, WORKFORCE & TECHNOLOGY DIRECTOR *BG*

**RE: DISCUSSION ON AN ORGANIZATIONAL CLASSIFICATION
AND COMPENSATION STUDY**

DATE: May 15, 2013

Relevant Council Goal(s)

KRA-5, Goal 2 – Continue progressive strategies to attract and retain high-performing staff.

KRA-5, Goal 3 – Complete a comprehensive review of the Town's classification and compensation system. Develop a new staffing model for future growth.

Discussion:

The Town is challenged to compete in the urban Phoenix metropolitan marketplace and with the uptick in the economy, many local governments are not only hiring staff, but restoring compensation policies, such as merit and cost of living allowances. The last compensation and classification study was implemented in 2006 and completed by Fox Lawson & Associates. Since the implementation of the classification and compensation study, there have been new and significant services added to the Town, most notably Solid Waste, the Water Utility and Fire/EMS. Concurrently, the Town reduced staff significantly and collapsed several Departments including Public Works, Transportation, Communications and Marketing, and Parks and Recreation. The current compensation and classification system was built for an organization that would have reached 500 employees within a 10-year timeframe (2016), which included several levels of supervision. During the significant reductions in force, the Town Manager flattened the organization and eliminated many of these levels of supervision. As a result, the current classification system is not practical and needs to be updated and a new pay system needs to be identified that meets the current realities of the economy while maintaining the organization's

competitiveness for a quality workforce. This past year, the Town of Gilbert, City of Scottsdale, and City of Phoenix have completed similar studies as this request. Human Resources expects several other communities within the market to complete a similar review as well due to the improving economy.

Recently, the Human Resources Division conducted a market review of all of the Town's current position classifications to determine current market competitiveness based on a conservative market philosophy (the median of the market). This encompassed around 100 job classifications with over 160 full-time and part-time employees. The market review resulted in the identification of 28 classifications to be found at least 5% below the market median, affecting 36 employees. A market review, though, differs from a comprehensive classification and compensation study. A market review is limited in its scope and utilizes data on current and established salary ranges. In contrast, the recommended comprehensive classification and compensation review is a significantly more exhaustive process and accomplishes the following:

1. Ensures proper job descriptions are in place (based on in-depth position description questionnaires with employees, supervisors, and occupational panels to gather job content);
2. Ensures an appropriate hierarchy of jobs is established based on the current employee population and future growth trends, which provides for a reasonable supervisory scope and promotional opportunities for the employees;
3. Ensures pay philosophies are established, updated and approved by the Town Manager and Council and in which future market reviews will be based to ensure market competitiveness within the labor market; and,
4. A new pay structure is developed, with established salary ranges including the manner in which employees move through the ranges, such as merit increases, bonuses, and reclassification increases.

Classification and compensation studies are normally completed by a third-party contractor which conducts unbiased and comprehensive job evaluations, while market reviews are completed in-house based on the philosophies established by the Council through the study. Evaluating the current and future needs of the organization in regards to classifications, the third-party contractor utilizes a reliable job evaluation system to judge the relative importance of a job to the organization in a consistent, fair, and legal process. An effective compensation and classification plan will be able to:

- Provide the Town a template to ensure that salaries are based on the ***importance and value of each classification to the organization;***

- **Assist in attracting a high-performing workforce** and be used as a recruitment tool to fill positions **as efficiently** as possible;
- **Improve employee retention** through offering competitive salaries based on current market conditions, **align** the employee's job structure with critical needs to be performed (**job enlargement**), and **motivate** employees to develop desired skills and by **rewarding performance**; and,
- **Create a flexible and compensation and classification plan** that changes with the Town's dynamic needs due to internal and external forces without having to completely and immediately redesign the plan to meet those needs.

The classification and compensation study results should also work in conjunction with the Town's current performance evaluation process, which remains an effective tool of identifying effective employee performance. In addition to the comprehensive compensation and classification study, the Town Manager is recommending a service delivery optimization companion study as an additional supplemental for next year to identify appropriate staffing levels, leadership effectiveness, workplace culture, and customer service practices.

Fiscal Impact:

The Town Manager FY 13/14 recommended budget supplemental for the study is for \$40,000, which is consistent with recent studies by other organizations taking into account Queen Creek's current classification structure and employee population. The Corporate Strategic Plan completion date goal is January 2014 so that Council will have an opportunity to evaluate the results and determine whether to implement any recommended salary changes and pay philosophies for the following budget year(s).

Alternatives:

Postpone the comprehensive classification and compensation study to a future fiscal year.

Request for current Human Resources Division staff to complete the comprehensive study utilizing the Fox Lawson & Associates procedures implemented in 2006. Limitations to this alternative are the limited availability of time for staff to focus on the study, the perceived bias of having internal staff in conducting such a study, and the significant changes to Town staffing as previously discussed that were not considered or part of the original Fox Lawson & Associates study.