

Requesting Department:  
Development Services



**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

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

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. ONE  
TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH ARIZONA  
DEPARTMENT OF TRANSPORTATION (ADOT) FOR DESIGN AND  
CONSTRUCTION OF THE QUEEN CREEK WASH TRAIL FROM DESERT  
MOUNTAIN PARK TO ELLSWORTH ROAD**

**DATE: JULY 17, 2013**

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**Staff Recommendation:**

Staff recommends the approval of Amendment No. One to the IGA with the Arizona Department of Transportation (ADOT) for design and construction of the Queen Creek Wash trail from Desert Mountain Park to Ellsworth Road.

**Relevant Council Goals(s): 2008 General Plan Update Element:**

- Parks, Trails and Open Space Element –
  - Goal 1, Policy 1c – Identify and secure additional funding assistance from other governmental agencies and private sources to expand and improve the Town's parks and trails system.
  - Goal 5 – Complete a comprehensive trail system within the Town and within the Town's planning area where possible.
  - Goal 5, Policy 5a – Develop a multi-use trail system which connects schools, parks, open spaces, public facilities and other activity centers within the community.

**Proposed Motion:**

Move to approve Amendment No. One to the IGA with the Arizona Department of Transportation (ADOT) for design and construction of the Queen Creek Wash trail from Desert Mountain Park to Ellsworth Road.

**Discussion:**

On August 17, 2011 Council approved an IGA with ADOT for Transportation Enhancement Funds for the Queen Creek Wash trail from Desert Mountain Park to Ellsworth Road. The IGA included a

- 5.7% match and any overmatch-if not included

- Funding right-of-way and utility clearances
- Commitment that the project will be ready for advertisement in three years
- Pay for all cost overruns
- Reimburse ADOT/FHWA for all federal funds used, if the project is cancelled by the sponsor
- ADOT review fee (\$5,000- paid last fiscal year)

The IGA incorrectly listed the Town of Queen Creek as the project lead. The Town is not self-certified through the Federal Highways Administration; therefore, ADOT must be listed on the IGA as the lead agency. This is the only change to the original IGA, all other terms and conditions remain the same.

**Project Description:**

The Desert Mountain Park to Ellsworth Road trail segment of the Queen Creek Wash is a critical link in the Town's trail system. This link will complete the trail system through the Town Center. The trail link segment of the Queen Creek Wash from Ellsworth Road to Crismon Road along the Hasting Farms housing development will be completed within the next two years with a Maricopa Association of Governments (MAG) grant that was approved in 2008. The final link from Power Road to Desert Mountain Park was completed in 2010. These two completed links will leave only a small section of the Queen Creek Wash trail to be completed between Desert Mountain Park and Ellsworth Road. When the Ellsworth Road to Crismon Road alignment segment is constructed the entire Queen Creek Wash trail segment will be complete from Power to Crismon Roads.

The project consists of design, construction and landscaping of approximately 3800 - 4400 linear feet of asphalt and landscaping on the top south bank of Queen Creek Wash at Desert Mountain Park, then crossing the wash just east of Ellsworth Loop Road, continuing onto the top north bank of Queen Creek Wash, and on to Ellsworth Road.

**Fiscal Impact:**

There is no fiscal impact associated with this Amendment.

**Alternatives:**

1. N/A

**Attachments:**

1. IGA Amendment

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ADOT File No.: IGA/JPA 11-019-I  
ADOT CAR No.: 13-0002071  
**Amendment No. One**  
AG Contract No.: P001 2011 002576  
Project: Multiuse Pathway (MUP) and  
Improvements  
Section: North and South Sides of  
Queen Creek Wash  
**Project No.: QCR-0(209)A**  
**TRACS No.: SL714 02D/01C**  
COG/MPO TIP Item No.: QNC12-100  
Budget Source Item No.: n/a

**AMENDMENT NO. ONE**  
**TO**  
**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF QUEEN CREEK

**THIS AGREEMENT**, entered into this date \_\_\_\_\_, 2013, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF QUEEN CREEK, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The Town and State are collectively referred to as the "Parties."

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 11-019I, A.G. Contract No. P0012011002476, was executed by the parties on August 31, 2011 for the purpose of setting forth their obligations in regard to improvement of the Queen Creek Wash (hereafter, "the original Agreement"); and

**WHEREAS, the purpose of this Amendment (hereafter, "the Agreement") is to revise and replace the Original Agreement in its entirety due to changed conditions. As a result of such conditions the State will administer the design of the Project.**

**NOW, THEREFORE, in consideration of the mutual agreements expressed herein The Parties agree to amend the Original Agreement, as follows:**

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has approved and resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

3. The work proposed under this Agreement consists of the installation of a multi-use pathway, landscape and irrigation, including but not limited to the installation of street furniture along the north and south side of Queen Creek Wash from \_\_\_\_\_ to \_\_\_\_\_, (hereinafter referred to as the

"Project"). The State will advertise, bid and award the scoping, design and construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

4. The Town, in order to obtain federal funds for the design and construction of the Project, is willing to provide Town funds to match federal funds in the ratio required or as finally fixed and determined by the Town and FHWA, including actual construction engineering and administration costs (CE).

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Town and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Town.

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**SL714 02D (scoping/design):**

Federal-aid funds @ 94.3% (capped)	\$ 123,533.00
Town's match @ 5.7%	\$ 7,467.00
Town's contribution @ 100%	\$ 39,084.00
State design review fee (SL714 01D)* (previously received)	\$ <u>5,000.00</u>
<b>Subtotal – Scoping/Design</b>	<b>\$ 175,084.00</b>

**SL714 01C (construction):**

Federal-aid funds @ 94.3% (capped)	\$ 486,926.00
Town's match @ 5.7%	\$ <u>29,432.00</u>
<b>Subtotal – Construction**</b>	<b>\$ 516,358.00</b>
<b>TOTAL Project Cost</b>	<b>\$ 691,442.00</b>
<b>Total Estimated Town Funds</b>	<b>\$ 80,983.00</b>
<b>Total Federal Funds</b>	<b>\$ 610,459.00</b>

\* (Included in the Town Estimated Funds)  
 \*\* (Includes 15% CE and 5% Project contingencies)

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

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

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## **II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the Town, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the **Town** for the State's design review fee, currently estimated at **\$5,000.00** (previously received) and the Town's share of the Project design costs, currently estimated at **\$46,551.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the **Town** for the difference between estimated and actual design review and design costs.

c. Upon receipt of the design review fee and the Town's estimated share of the Project design costs, on behalf of the Town, prepare and provide all pertaining documents for the design of the Project; review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, incorporating comments from the Town, as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping/design. Request the maximum programmed federal funds for the scoping/design of this Project. Upon authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project.

e. Upon completion of design and prior to bid advertisement, invoice the Town for the Town's share of the Project construction costs, currently estimated at **\$29,432.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. Upon receipt of the Town's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the Town will be responsible for any overage.

g. Upon authorization by FHWA and with the aid and consent of the Town and the FHWA, proceed to advertise for, receive and open bids, subject to the concurrence of the FHWA and the Town to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

h. Be granted, without cost requirements, the right to enter Town right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights-of-entry on to and over said rights-of-way of the Town subject to the provisions of this Agreement.

i. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to the Town.

j. Notify the Town that the Project has been completed and is considered acceptable, coordinating with the Town as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

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

2. The Town will:

a. Upon execution of this Agreement designate the State as authorized agent for the Town.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at **\$5,000.00** (previously remitted) and the Town's Project design costs, currently estimated at **\$46,551.00**. Be responsible for any difference between the estimated and actual design review and design costs of the Project.

c. Review design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, remit to the State, the Town's Project construction costs, currently estimated at **\$29,432.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the Town, if applicable.

g. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

h. Grant the State, its agents and/or contractors, without cost, the right to enter Town rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights-of-entry to accomplish among other things, soil and foundation investigations.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the Town, such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the Town, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

j. Upon notification by the State of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing.

k. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.



### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the Town terminates this Agreement, the Town will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

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

3. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The Town acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the

Town agrees to furnish and provide the difference between actual Project costs and the federal funds received.

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

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

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

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

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

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

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

13. Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes §§ 35-391 and/or 35-393, as applicable.

If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

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

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

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

Town of Queen Creek  
Attn: Public Works Manager  
22350 S. Ellsworth Road  
Queen Creek, AZ 85142-9311  
(480) 358-3138  
(480) 358 -3746

**For Financial Matters:**  
Yolanda Baracamonte  
22350 S. Ellsworth Road  
Queen Creek, AZ 85142-9311  
(480) 358-3170  
(480) 358-3133

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

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

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**TOWN OF QUEEN CREEK**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**GAIL BARNEY**  
Mayor

By \_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Senior Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
**JENNIFER ROBINSON**  
Clerk

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**JPA 13-0002071I  
AMENDMENT NO. ONE**

**ATTORNEY APPROVAL FORM FOR THE TOWN OF QUEEN CREEK**

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Town Attorney

PHOENIX 53749-1 72573v2

PHOENIX 53749-1 72573v2



Requesting Department:

Economic Development

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

**DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR**

**FROM: MARNIE SCHUBERT, CHIEF MARKETING/PUBLIC INFORMATION OFFICER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF ONE-YEAR SERVICE CONTRACT, WITH UP TO FOUR, ONE-YEAR RENEWALS, WITH CLEARCOMM CONSULTING FOR TRAINING AND LEGISLATIVE COMMUNICATION.**

**DATE: JULY 17, 2013**

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**Staff Recommendation:**

Staff recommends the approval of a one-year professional services contract, with up to four, one-year renewals, in an amount not to exceed \$24,000 per year with ClearComm Consulting for training and legislative communication.

**Relevant Council Goal(s):**

KRA 3 Council Professional Development, Goal 1: Continue with Council professional development to fully initiate the duties of a Council Member.

**Proposed Motion:**

Move to approve a one-year professional services contract, with up to four, one-year renewals, in an amount not to exceed \$24,000 per year with ClearComm Consulting for training and legislative communication.

**Discussion:**

ClearComm Consulting has been providing training and advice for the Town Council and staff since January 2012 on topics such as public speaking, working with the media and providing public relations support for large-scale topics that affect the community.

As the Town reviews state legislation that may negatively impact the community, ClearComm Consulting can offer public relations support in communicating with residents and the media about these impacts, as well as working with staff to coordinate news conferences, briefings and written communication.

With this contract, ClearComm Consulting can also provide training on public speaking for staff who are often asked to speak at regional and national conferences.

The contract with ClearComm Consulting is for a one-year period with a maximum expenditure of \$24,000, with an option to renew for four additional one-year periods.

**Fiscal Impact:**

The ClearComm Consulting contract has previously been paid for from the Town Council's professional management training budget. This contract will also be paid for from the Town Council's professional management training budget (101-410-0015-00000-403002).

**Alternatives:**

1. The Town Council could choose not to approve the contract with ClearComm Consulting at this time.
2. The Town Council could choose to change the scope of work within the agreement with ClearComm Consulting.

**TOWN OF QUEEN CREEK**  
**PROFESSIONAL SERVICES CONTRACT**

This Contract is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and ClearComm Consulting, LLC an *Arizona based consulting firm* ("Consultant"). Town and Consultant 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 consulting services in the areas of public communication, presentations and messaging; and

Consultant is qualified to perform the Services; and

The *Mayor* is authorized and empowered by the Town Code to execute contracts for professional 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**

Consultant shall provide the services described in the Scope of Services attached here to as Exhibit B (the "Services"). All work will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for defective, non-complying, improper, negligent or inadequate services rendered pursuant to this Contract.

**ARTICLE 2. FEES**

1. The amount paid to Consultant under this Contract, including reimbursable expenses, shall not exceed twenty-four thousand dollars (\$24,000) for each one-year period starting from the date of award continuing through the term of the contract as defined in Article 3.

2. Consultant shall be paid according to the schedule set forth in Exhibit B.

3. Monthly payments may be made to Consultant on the basis of a progress report prepared and submitted by Consultant for the work completed through the last day of the preceding calendar month. The Town reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall include with each invoice delivered to the Town such documentation as the Contract Administrator may require to make its determination of work performed and payment due and any such determination by the Town shall be for the purpose of payment and shall not be deemed an approval of any portion of the Services or a waiver of any of the Town's rights hereunder.



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

### **ARTICLE 3. TERM OF CONTRACT**

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

2. The Consultant shall proceed with providing the Services immediately upon receipt of a notice to proceed issued by the Contract Administrator.

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

### **ARTICLE 4. TERMINATION OF CONTRACT**

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

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

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

4. Upon receipt of notice of termination, Consultant shall appraise the Services it has completed but has not yet been paid for and shall submit the Services and appraisal to the Contract Administrator for evaluation.

5. The Consultant shall receive as compensation in full for Services performed and approved by the Contract Administrator to the date of such termination, a fee for the percentage of Services actually completed and accepted by the Town. This fee shall be in an amount to be mutually agreed-upon by the Consultant and the Town, based upon the Scope of Work set forth in Exhibit B and the payment schedule set forth in Article 2 of this Contract. If mutual agreement between the Parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task

set forth in the Scope of Work and the amount of compensation Consultant is entitled to for such work, and the Contract Administrator's determination in this regard shall be final. The Town shall make such final payment within 60 days after the latest of: (i) Consultant's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Consultant's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph 3 of Article 4.

#### **ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES**

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

#### **ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING**

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

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

#### **ARTICLE 7. COMPLETENESS AND ACCURACY**

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

## **ARTICLE 8. OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 9. INDEMNIFICATION**

1. To the fullest extent permitted by law, the Consultant 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 subconsultant. The Consultant'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 Consultant or anyone for whose acts the Consultant may be legally liable. It is the specific intention of the Parties that the Indemnitee shall be indemnified by Consultant from and against all Claims other than those arising from the Indemnitees' sole negligence. The Consultant 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 Consultant, at Consultant'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 Consultant's obligations under this Article shall survive the expiration or earlier termination of this Contract.

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

## **ARTICLE 10. INSURANCE**

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

## **ARTICLE 11. WARRANTIES**

1. The Consultant shall be responsible for and shall and hereby does warrant the that all Services provided shall: (i) be of good quality; (ii) be provided by properly trained, qualified, and licensed workers, subconsultants, 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 Consultant's warranties running in favor of the Town under this Contract.

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

## **ARTICLE 12. DISCLOSURES BY CONSULTANT.**

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

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

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

## **ARTICLE 13. CONTRACT ADMINISTRATOR**

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

**ARTICLE 14. NOTICE**

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

Town: John Kross, Town Manager  
22350 South Ellsworth Road  
Queen Creek, Az 85242  
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

Consultant: Cary Pfeffer, Founder and Principal  
ClearComm Consulting, LLC  
6501 E. Greenway Parkway, Ste 103  
Scottsdale, AZ 85254  
Facsimile: ( ) \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

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

## **ARTICLE 15. GENERAL PROVISIONS**

A. **RECORDS AND AUDIT RIGHTS.** Consultant'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 work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

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

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

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

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

F. **INDEPENDENT CONTRACTOR.** The services Consultant 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, Consultant shall: (a) have discretion in deciding upon the method of performing the services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/her own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services.

G. **TAXES.** Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultants performance of this contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Consultant. 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. Consultant acknowledges that Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

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 Consultant specifically agrees and hereby warrants to the Town that in the performance of the Services, Consultant and anyone acting on Consultant's behalf, including but not limited to Consultant's subconsultants, 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. None of the provisions of this Contract shall be deemed to have been waived by any act or knowledge of any party or its agents or employees, but only by specific written waiver signed by an authorized officer of such party and delivered to the other party.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. §41-4401, the Consultant warrants to the Town that the Consultant and all its subconsultants 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). Consultant acknowledges that a breach of this warranty by the Consultant or any of its subconsultants 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 Consultant or any subconsultant who works on this Contract to ensure compliance with this warranty.

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

The Town will not consider Consultant or any of its subconsultants in material breach of the foregoing warranty if Consultant and its subconsultants 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 Consultant enters into with any and all of its subconsultants 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, Consultant hereby certifies to the Town that Consultant does not have "scrutinized" business operations, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran. Consultant acknowledges that, in the event either of the certifications to the Town by Consultant 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 consultant to any other party to the contract with respect the subject matter of the contract.

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

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

R. LIENS. Consultant 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, Consultant 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 Consultant or any other person except with the prior written permission of the Town.

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

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



## **ARTICLE 16. FUNDS APPROPRIATION**

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 14 of this Agreement at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.**

In witness whereof, the parties hereto have executed and caused to be signed by their duly authorized representatives, this agreement 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

**CONSULTANT:**

\_\_\_\_\_  
Cary Pfeffer  
ClearComm Consulting, LLC Found and Principal

**EXHIBIT A**  
**INSURANCE**

1. The Consultant shall secure and maintain during the life of this Contract, the insurance coverage set forth in this Exhibit A, which shall include statutory workman's compensation, comprehensive general and automobile liability, Consultant's liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1, 000,000.00) combined single limit. The Consultant's general liability limits shall be no less than one million dollars (\$1,000,000.00) for each occurrence and one million dollars (\$1,000,000.00) policy aggregate naming the Town as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1, 000,000.00). In other than errors and omissions professional liability, and workman's compensation, the Town shall be named as an additional insured. All insurance coverage shall be written through carriers licensed in Arizona, or on an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A or better through Lloyd's of London. Should coverage be written on a claims-made basis, the Consultant shall provide, prior to commencement of any work, an initial certificate of insurance evidencing required coverage limits from date of contract execution through date of policy expiration. Subsequently, a certificate of insurance or a renewal quotation accompanied by evidence of premium payment shall be presented a minimum of thirty (30) days prior to date of expiration of current certificate. Such certificate or evidence of continuous coverage shall be provided on a periodic basis for a minimum of two (2) years after completion of contract, and shall contain a certification that the claims period for such insurance is retroactive to the effective date of this Contract. In the event the Consultant fails to provide such certificate of coverage retroactive to the beginning date of this Contract, the Town may, but shall not be required to, purchase insurance, if available, to protect itself against any losses which would have been covered by the errors and omissions policy Consultant is required to maintain under this Article. If the Town elects to purchase the insurance under this provision, Consultant shall be liable to the Town for all costs incurred by the Town for purchasing such insurance.

2. The Consultant shall submit to the Town a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph **within ten (10) days** of award of this Contract. 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. The amount of any errors and omissions deductible shall be stated on the face of the certificate. The Contract Administrator may require the Consultant to furnish a financial statement establishing the ability of Consultant to fund the deductible. If in the sole judgment of the Contract Administrator the financial statement does not establish the Consultant'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 the Consultant.

3. The Consultant 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 Consultant shall require any and all subconsultants to maintain insurance as required herein naming Town and Consultant as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Consultant's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Consultant shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Consultant waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Professional Liability required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, Town of Queen Creek, its agents, representatives, officers, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

## **EXHIBIT B**

### **SCOPE OF SERVICES AND SCHEDULE OF FEES**

- 1. ClearComm, LLC will provide consulting services to the Town in the areas of public communication, presentations, and messaging. All work is to be performed by ClearComm founder Cary Pfeffer unless otherwise agrees to by the Town.**
- 2. Matters of a confidential nature will be strictly adhered to by ClearComm and will only be shared with others at the request of the Town.**
- 3. An hourly fee of \$195.00 will be charged for a minimum of 10 hours per month. Any additional charge, as well as any additional expenses, must be pre-approved by the Town. All charges will be invoiced electronically on a 30-day basis.**



**TO:** HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM:** DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE  
AGREEMENT BETWEEN THE GREATER PHOENIX ECONOMIC  
COUNCIL AND THE TOWN OF QUEEN CREEK IN THE  
AMOUNT OF \$10,883 FOR FISCAL YEAR 2013-2014.

**DATE:** JULY 17, 2013

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**Staff Recommendation:**

Staff recommends that the Council approve the FY13-14 Agreement between the Greater Phoenix Economic Council and the Town of Queen Creek in the amount of \$10,883.

**Proposed Motion:**

Move to approve the Agreement between the Greater Phoenix Economic Council and the Town of Queen Creek.

**Discussion:**

The Greater Phoenix Economic Council (GPEC) is a performance driven, public-private economic development partnership that leverages resources to attract businesses to Greater Phoenix. GPEC is governed by a Board of Directors, representative of both the public and the private sector, and is managed on a day-to-day basis by its executive management team and professional staff. GPEC is supported by Maricopa County, 21 communities, major utilities, higher education institutions and over 160 private-sector businesses.

GPEC works to ensure the economic vitality of Greater Phoenix and serves as a catalyst that strengthens the region's economic base ensuring that it is both diversified and competitive. GPEC's mission is to attract quality business to the region from around the world and to advocate and champion foundational efforts to improve the region's competitiveness.

One of the fundamental benefits of continuing as a member of GPEC is the ability to build strategic alliances with not only other communities in the region, but also private businesses, utilities, and educational institutions. Queen Creek also benefits through GPEC's extensive marketing and business development programs, and will continue to receive research and other technical assistance, including participation in industry education events. GPEC offers Queen Creek access to unique tools and expertise including comprehensive demographic, labor, targeted industry information and marketing assistance as well as access to the CoStar real estate database.

Membership in GPEC requires the Town to enter into a formal agreement that outlines GPEC's responsibilities, as well as the Town's. The attached contract, Exhibit F, details the support the Town agrees to provide, the respective roles of GPEC and the Town and the payment for services.

GPEC membership dues are assessed on an annual basis, running from July 1-June 30. Dues are based on approximately \$0.5752 per capita applied to the portion of the Town's population outside of Maricopa County plus approximately \$.3897 per capita applied to the portion of the Town's population within Maricopa County. Based on the 2012 Office of Employment and Population Statistics, Arizona Department of Administration population estimates, Queen Creek had a population of 459 in Pinal County and 27,249 in Maricopa County.

**Fiscal Impact:**

Funding is available in the Economic Development Department Budget - line item 101-465-0212-00000-403005.

**Alternative:**

The Town Council could choose not to approve the Agreement between the Town and GPEC.

**Attachments:**

1. GPEC Action Plan (Exhibit A)
2. GPEC Performance Measures (Exhibit B)
3. Targeted Industries (Exhibit C)
4. Reporting Mechanism for Contract Fulfillment (Exhibit D)
5. Insurance Requirements (Exhibit E)
6. GPEC Contract (Exhibit F)

# CENTER OF GRAVITY

FY2014 ACTION PLAN

EXHIBIT A



Greater Phoenix  
ECONOMIC COUNCIL



Renewable  
Energy



Biomedical/  
Personalized  
Medicine



Advanced  
Business  
Services



Manufacturing  
& Logistics



Mission  
Critical



Aerospace  
& Aviation



Emerging  
Tech

## MEMBER COMMUNITIES

MARICOPA COUNTY  
APACHE JUNCTION  
AVONDALE  
BUCKEYE  
CASA GRANDE

CHANDLER  
FOUNTAIN HILLS  
GILA BEND  
GILBERT  
GLENDALE

GOODYEAR  
MARICOPA  
MESA  
PHOENIX  
PEORIA

QUEEN CREEK  
SCOTTSDALE  
SURPRISE  
TEMPE  
TOLLESON

WICKENBURG  
YOUNGTOWN



## GPEC MISSION

Attract quality businesses to the Greater Phoenix region from around the world, and advocate and champion foundational efforts to improve the region's competitiveness.

2

### WHAT TO EXPECT IN THE FOLLOWING PAGES

- 4 GPEC Stakeholders
- 6 FY14 Metrics
- 7 FY14 Budget
- 8 Business Development
- 10 Competitiveness
- 12 Marketing and Communications
- 13 Stakeholder Engagement: Paving the Way

#### FY13 MILESTONES

Momentum gained in the last year—select achievements and key benchmarks

#### FY14 ACTION ITEMS

Sample of activities that adhere to a five-year vision and result in progress

#### DRIVES THESE FY14 METRICS

Shows relationship between action items and annual performance goals

# EXECUTIVE SUMMARY AND FIVE-YEAR STRATEGIC PLAN OVERVIEW

## CENTER OF GRAVITY

One of GPEC’s most unique and differentiating traits is our ability to convene public and private-sector leaders around the same table to develop and implement strategies that will transform Greater Phoenix’s economic landscape. At GPEC, aspirations of greatness are shared, common ground is found and collectively stood upon, and risks are taken together. In the natural ebb and flow of business and economic cycles, GPEC remains a constant force, striving to outperform other markets for investment, serving our communities through job creation and championing a marked change in the state and region’s competitive position. Your leadership, support and participation have made GPEC a center of gravity.

**As GPEC approaches our 25<sup>th</sup> year as the region’s economic development authority, we are resolute in our endeavors to maintaining and celebrating a model that has proven its effectiveness time and again.**

## VISION AND PROGRESS

As approved by GPEC’s Board of Directors in FY11, these strategic pillars will guide the organization’s fiscal year activities, and by 2016, lead to the following vision statements:

Strategic Pillar	By 2016
Market Intelligence	GPEC’s market intelligence model will be best-in-class.
Next Generation	GPEC will elevate Greater Phoenix as a leading center of emerging technologies.
Attraction	GPEC will maintain its reputation as a credible, respectable and “go to” organization.
International	GPEC’s foreign direct investment approach will be a national best practice.
Regional Brand	GPEC will successfully define Greater Phoenix as a region that is forward-thinking, innovative and business-friendly.
GPEC Brand	GPEC will be the nation’s premier agency and leader in the economic development realm. In Arizona, GPEC will be the principal leadership organization.
Capital Markets / Venture Formation	GPEC will develop a science and technology-based fund that will drive regional innovation activity.

# GPEC STAKEHOLDERS\*

## MEMBER COMMUNITIES

Maricopa County  
Apache Junction  
Avondale  
Buckeye  
Casa Grande  
Chandler

Fountain Hills  
Gila Bend  
Gilbert  
Glendale  
Goodyear  
Maricopa

Mesa  
Phoenix  
Peoria  
Queen Creek  
Scottsdale  
Surprise

Tempe  
Tolleson  
Wickenburg  
Youngtown

## PLATINUM

Alliance Bank of Arizona  
APS  
Arizona Cardinals  
Arizona Diamondbacks  
Arizona Republic/  
Gannett Foundation  
Arizona State University  
Bank of America  
Banner Health  
BBVA Compass  
Chase  
Cox Communications  
D.L. Withers Construction

Dignity Health  
DMB Associates  
Ernst & Young  
Freeport McMoRan  
Copper & Gold Inc.  
Henry & Horne  
Hines  
Intel Corporation  
Job Brokers Inc.  
Kitchell  
Maracay Homes  
Maricopa Community  
Colleges

Mayo Clinic  
Meritage Homes  
MidFirst Bank  
PetSmart  
Phoenix Suns  
Polsinelli PC  
Power One  
Republic Services  
SCF Arizona  
Squire Sanders  
SRP  
University of Phoenix  
US Airways

Verizon Wireless  
Walmart  
Waste Management  
Wells Fargo

## GOLD

A1A Vista Tech  
AAA Arizona  
Abengoa/Abacus  
Aetna  
Arizona Business Bank  
Avnet  
BDO  
BMO Harris Bank  
BlueCross BlueShield of  
Arizona  
Cancer Treatment Centers  
of America  
Cassidy Turley/BRE Com-  
mercial  
Carlyle Development-  
MetroCenter  
CBIZ MHM  
CBRE  
CCS Presentation Systems

Celgene Corporation  
Central AZ Commerce Park,  
LLC  
CenturyLink  
Coe & Van Loo  
Consultants, Inc.  
Colliers International  
Cushman & Wakefield  
Deloitte  
Deutsch Architecture Group  
Digital Realty Trust  
El Dorado Holdings  
Empire Southwest  
Gammage & Burnham  
Gilbane Building Co.  
Green Loop Solutions  
Greenberg Traurig  
Hensel Phelps  
Hensley

Howard S. Wright  
JE Dunn Construction  
Jones Lang LaSalle  
Keyser  
Layton Construction  
Lee and Associates  
Lewis & Roca LLP  
Macerich  
The McShane Companies  
Mortenson Construction  
National Bank of Arizona  
Nationwide Realty Investors  
Okland Construction  
Phoenix Children's Hospital  
Renaissance Companies  
SmithGroup  
Snell & Wilmer LLP  
Southwest Airlines  
Stinson, Morrison, Hecker

Sun Health  
Sundt Construction  
Thunderbird School  
of Global  
Management  
Total Transit  
University of Arizona  
Ware Malcomb  
Weitz Company  
Wespac Construction, Inc.  
Wood, Patel &  
Associates, Inc.



## SILVER

A.T. Still University  
 Air Products and  
 Chemicals, Inc.  
 All About People  
 Arizona Office Technologies  
 Bank of Arizona  
 Big D Construction  
 Bristol Global Mobility  
 Bryan Cave  
 Capital Commercial  
 Investment, Inc.  
 Capital Group Companies  
 Clark Hill PLC  
 Comerica Bank  
 CoStar Group

Dibble Engineering  
 DIRTT  
 Ellman Companies  
 Ensemble DevMan  
 of Arizona  
 Fennemore Craig  
 Fervor Creative  
 Golder Associates  
 Goodmans Interior  
 Structures  
 GPE Commercial Advisors  
 Grant Thornton  
 Green Card Fund  
 Kelly Services  
 KTAR

Kutak Rock  
 Land Advisors Organization  
 Merit Partners  
 MSS Technologies  
 Mutual of Omaha  
 On Q Financial  
 Osborn Maledon  
 The Plaza Companies  
 Quarles & Brady  
 Queen Creek/  
 Landmark Companies  
 Rose Law Group  
 Southwest Gas Corporation  
 Sun State Builders  
 Target Commercial

Interiors  
 Tratt Properties  
 Ultimate Staffing Services  
 Univita  
 USAA  
 Volo Holdings, LLC  
 WealthTrust Arizona  
 Willmeng Construction, Inc.  
 Wist Office Products

## BRONZE

The Alter Group  
 American Solar Electric  
 Applied Economics  
 Carefree Partners  
 CORE Construction  
 Dircks Moving & Logistics  
 Gallagher & Kennedy

Guided Therapy Systems  
 Haworth  
 John C. Lincoln Health  
 Network  
 McCarthy Building  
 Companies  
 Midwestern University

Newmark Grubb  
 Night Frank  
 Plant Solutions  
 SkySong, Scottsdale  
 Innovation Center  
 Sunstate Equipment  
 Company

## FY14 METRICS

	<b>THRESHOLD</b>	<b>TARGET</b>	<b>STRETCH</b>
Payroll Generated	\$194,283,011	\$213,711,312	\$235,082,443
Number of Jobs	4,597	5,057	5,562
High-wage Jobs	2,407	2,647	2,912
Average High-wage Salary	\$50,792	\$56,435	\$62,079
Qualified Prospects	206	227	250
Qualified International Prospects	37	40	44
Emerging Tech Assists	8	10	12
Reach of Editorial Placements	222M	247M	271M

# FY14 BUDGET

JULY 1, 2012 - JUNE 30, 2013

Revenues	FY12-13 Forecast	% of Total	FY 2014 Budget	% of Total	FY 2013 Budget	\$ Change	Change
Public Funds	\$ 2,101,000	42.8%	\$ 2,095,000	42.1%	\$ 2,101,000	\$ (6,000)	(.3%)
Private Funds	2,300,000	46.9%	2,300,000	46.2%	2,300,000	—	
New Pledge Revenue	250,000	5.1%	250,000	5.0%	250,000	—	
In-Kind Pledges	92,000	1.9%	92,000	1.8%	92,000	—	
Special Events, Prog. & Spon.	152,000	3.1%	240,000	4.8%	140,000	100,000	71.4%
Other	12,000	0.2%	5,000	0.1%	5,000	—	
<b>Total Revenues</b>	<b>\$ 4,907,000</b>	<b>100%</b>	<b>\$ 4,982,000</b>	<b>100%</b>	<b>\$ 4,888,000</b>	<b>\$ 94,000</b>	<b>1.9%</b>
<b>Operating Expenditures</b>							
Business Attraction	357,000	7.3%	363,000	7.3%	357,000	6,000	1.7%
Marketing	240,000	4.9%	272,000	5.5%	240,000	32,000	13.3%
Research & Strategy	126,000	2.6%	150,000	3.0%	126,000	24,000	19%
External Relations	233,000	4.7%	230,000	4.6%	233,000	(3,000)	(1.3%)
Resource Management	233,000	4.7%	230,000	4.6%	233,000	(3,000)	(1.3%)
Personnel	3,318,000	67.6%	3,432,000	68.9%	3,318,000	114,000	3.4%
Facilities	448,000	9.1%	408,000	8.2%	417,000	(9,000)	2.2%
<b>Total Expenses</b>	<b>4,955,000</b>	<b>101%</b>	<b>\$ 5,085,000</b>	<b>102.1%</b>	<b>\$ 4,924,000</b>	<b>\$ 161,000</b>	<b>3.3%</b>
<b>Net Loss</b>	<b>(48,000)</b>		<b>(103,000)</b>		<b>(36,000)</b>	<b>(67,000)</b>	<b>186.1%</b>
Less: Capital Expenditures	(40,000)	(0.8%)	(10,000)	(0.2%)	(40,000)	30,000	(75.0%)
Amortization of Deferred Rent	(40,000)	(0.8%)	(43,000)	(0.9%)	(40,000)	(3,000)	7.5%
Add: Depreciation	25,000		25,000	0.5%	40,000	(15,000)	(37.5%)
Net Cash Flows	(103,000)	0.5%	(131,000)		(76,000)	(55,000)	
Beginning Cash	1,802,000		1,726,000		1,802,000	(76,000)	
<b>Ending Cash</b>	<b>\$ 1,699,000</b>		<b>\$ 1,595,000</b>		<b>\$ 1,726,000</b>	<b>\$ (131,000)</b>	<b>(7.6%)</b>

(1) Some reclassifications have been made in the current year

## FY13 MILESTONES

### **California Dreamin'**

Capitalized on CA's increase on personal income taxes by targeting CEOs with a CA 50 campaign. The result? A tremendous immediate response – more than 60 calls within the first week – so the campaign was extended to 100 CEOs of qualified companies. GPEC is currently working with approximately 35 CA CEOs who are at the helm of companies ranging in size from 300 to 10,000 employees and represent industries like financial services, manufacturing, life sciences and technology.

### **Mining Emerging Tech Opportunities**

Still in its infancy stage, GPEC is further developing a system to uncover and pursue emerging tech firms that have a viable funding source. Early identification of these enterprises during the capital infusion process, will afford GPEC the chance to grow technologies within the region's innovation ecosystem.

### **Strong Deal Flow**

Through April, GPEC has delivered on several business development metrics including number of jobs, high-wage jobs and average high-wage salary. Year-end projections suggest GPEC will finish strong—among one of the organization's top five job performances in the last decade.

## BUSINESS DEVELOPMENT

Create and maintain high-quality jobs and investment through targeted, direct selling

Proactively pursue the best projects that meet community and regional objectives

### FY14 ACTION ITEMS

#### *Scale California Initiative*

Substantial interest in GPEC's California 100 campaign has translated to more than two dozen companies evaluating Greater Phoenix. As GPEC looks to convert these prospects to locates, we will deploy more resources to California markets and articulate Arizona's business case to executives seeking to leave or expand out of the state.

#### *Mine Opportunities in Chicago*

GPEC will expand current efforts in Chicago, increasing our presence and outreach to the market that many Arizonans formerly called home. We will study market similarities and juxtapose those areas in which Greater Phoenix has a solid advantage. GPEC will also recalibrate our messaging, historically designed for site-selectors, and cast a more refined communications net targeted at executives.

#### *Size Up the Competition*

GPEC will broaden its normal business development travel to include trips that delve into better understanding industries in the competitor markets of Austin, Salt Lake City, Las Vegas, Dallas and Denver. Austin, for example, has a storied past in technology yet continues to surface in rankings and maintain its reputation as an innovative city. Visits with market experts and research due diligence will help GPEC identify how Greater Phoenix stacks up.



*Enhance Approach in China and Launch New International Markets*

First introduced as the China Z Corridor Strategy, the China-Arizona Alliance has resulted in effective connections to companies and multipliers in Shanghai and its surrounding cities, which boasts the largest concentration of industries in China. The Alliance comprises Arizona Commerce Authority, Arizona State University, Tucson Regional Economic Opportunities and GreenCardFund. GPEC will continue to develop these relationships through a series of investment forums on doing business in Greater Phoenix, not only in China but also in other foreign markets within Western Europe and Western and Eastern Canada.

## DRIVES THESE FY14 METRICS

- Pipeline of qualified prospects
- Total number of jobs created
- Number of high-wage jobs created
- Average high-wage salary
- Payroll generated
- Stakeholder satisfaction with business attraction



## FY13 MILESTONES

### **The State of an Industry**

Released findings from a pre-sequestration study that analyzed 114 of the region's most at-risk aerospace and defense companies. GPEC's market intelligence program on this effort received widespread praise among federal officials in Washington, D.C. and could serve as a future national model.

### **Unprecedented D.C. Mission**

Record participation from more than 60 civic and business leaders, noteworthy attendance from Arizona's congressional delegation and a first-ever national panel discussion on immigration uniquely defined the 2013 Executive Mission to Washington, D.C. GPEC organized 44 key meetings over the course of three days.

### **Having the Innovation Conversation**

Outcomes from the work of GPEC's Innovation Council included the launch of industry roundtables, which focused on education IT and healthcare IT, bringing increased attention to emerging technology clusters in the region.

## COMPETITIVENESS

Guide new, strategic business opportunities through geographic and industry trend analyses

Evaluate targeted, sound economic development programs that enhance regional and state competitiveness

### FY14 ACTION ITEMS

#### *Advance the Market Intelligence Program*

Following the rollout of our findings from the aerospace and defense analysis and pre-sequestration report, GPEC will continue monitoring this industry to assess the impact from sequestration. GPEC will also expand the market intelligence program to researching information communications technology (ICT). An in-depth look at the region's ICT assets and overall evaluation of industry trends will equip our communities with intelligence beneficial to their respective retention efforts.

#### *Implement a Regional Science and Technology Initiative*

Building on the work from FY13, GPEC will coalesce business and community leaders to execute an economic growth plan designed to transform Greater Phoenix into a knowledge-driven economy. The purpose of the initiative is to lead the nation and the world in new technologies and innovation, and ultimately increase the region's prospects for greater prosperity and economic sustainability.

#### *Champion Shifts in Arizona's Competitiveness*

GPEC will continue the quest for number one in the Mountain West, and seek the passage of a property tax reclassification tool at the Arizona legislature. Designed to attract export industries, which drive economic growth, this performance-based program will improve GPEC's ability to compete for investments and quality job creation.



### *Uphold a Compelling Research Model*

Over the last several years, GPEC has earned a reputation for our ability to deliver valuable research and analyses to prospective companies, policymakers and business leaders. GPEC will apply our competency in evaluating and translating sophisticated research to increasingly important subjects like education, workforce and emerging industries.

## DRIVES THESE FY14 METRICS

- Pipeline of qualified prospects
- Average high-wage salary
- Emerging technology assists
- Competitive position progress

## FY13 MILESTONES

### **Incredible PR**

Capitalized on key national and international themes, which led to an extraordinary 674-plus million media impressions. PR efforts surrounding the International Trade Commission hearing on solar tariffs in China, GPEC's CA 100 campaign in response to Prop 30, and the *Arizona Talks Immigration* panel in Washington, D.C. resulted in solid media placement for GPEC.

### **An International First**

Created a first-ever international guide to doing business for foreign companies seeking to invest in the U.S. This comprehensive toolkit, compiled by some of the region's top experts, is available in print and online in English, Chinese and Spanish at [www.gpec.org/toolkit](http://www.gpec.org/toolkit).

### **Striking Gold in the Golden State**

Immediately followed passage of CA's Prop 30, which significantly increased personal tax rates on incomes over \$250,000, with a CA 50 campaign targeted at CEOs. GPEC deployed PR, print advertising, email marketing and social media to promote the campaign, offering 50 qualified CA execs a first-rate market overview to evaluate the region for relocation and expansion opportunities. After non-stop calls within the first week, the campaign was extended to the first 100 qualified CEOs showing interest.

## MARKETING & COMMUNICATIONS

Market and promote region's strengths and assets in new markets using non-traditional tools

Continue to position GPEC as a reliable resource for stakeholders, policy-makers, citizens and media on key economic development issues

### FY14 ACTION ITEMS

#### *Build Upon Success in California*

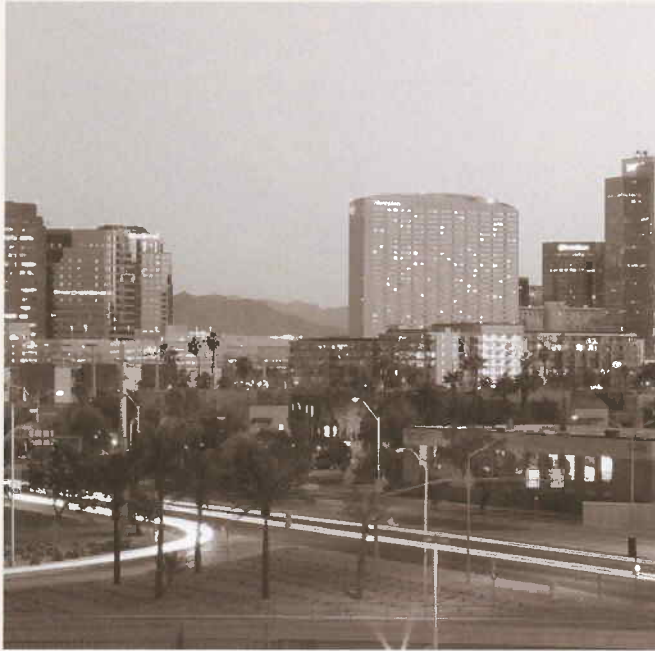
An aggressive marketing campaign to lure executives from the Golden state resulted in a highly successful series of media stories about the region and an abundance of new California prospects. GPEC will follow this move with new tactics that include leveraging the support of partners to position the region's brand through digital, print and display mediums across California, as well as a continued media strategy to leverage ongoing opportunities.

#### *Bridge the Region to International Markets*

More so than in years past, GPEC will focus on implementing an international marketing campaign that includes increasing awareness for Greater Phoenix and our market offerings. We'll also strengthen ties with Washington, D.C.-based agencies that serve as points of entry for foreign companies, thereby gaining more immediate visibility among firms seeking to invest in the U.S.

#### *Go Bigger in Chicago*

GPEC will complement business development activity in Chicago with a more direct campaign targeting executives in the Windy City. Through electronic marketing and a potential, strategic media buy, GPEC will hone in on differentiating market characteristics and promote the benefits of doing business in Greater Phoenix.



## DRIVES THESE FY14 METRICS

- Pipeline of qualified prospects
- Pipeline of international prospects
- Total reach of editorial placements

### *Maintain a High Profile*

Media placement for the region and GPEC has been off the charts thanks to more calculated, relevant positions on foreign direct investment (ie, trade and investment with China) and taxes (ie, California's Proposition 30). GPEC will continue to pursue national and international media by developing progressive, fact-based storylines that serve to improve the state and region's brand in outside markets.

### *Recapture the Conversation*

GPEC will explore the revival of our "Convening the Community" series in support of our efforts to implement a regional science and technology initiative. In 2009, these town-hall type forums drew 800-plus attendees and 12,000 television viewers to an important dialogue on the region and state's competitiveness.

# STAKEHOLDER ENGAGEMENT

The active involvement by GPEC stakeholders carves a path for our region to become world-class and extraordinary. Stakeholder support enables GPEC to pursue economic opportunities while allowing investors to participate in key economic development activities.

## GOVERNANCE

### **Board of Directors**

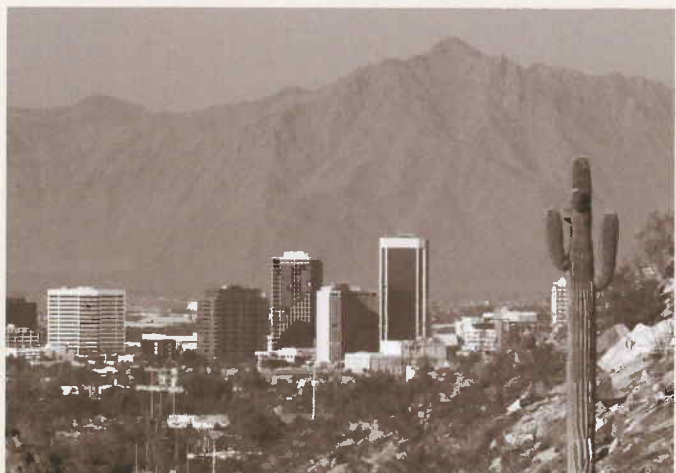
Provides effective oversight of the organization and helps shape GPEC's influence as a regional thought leader.

### **Executive Committee**

Acts on behalf of the Board of Directors, advising on strategic direction and overall performance of annual goals.

### **Board-Level Committees**

- « Performance Committee  
Evaluates the performance of the organization and the President & CEO.
  
- « Nominating Committee  
Serves to nominate the At-Large Directors and Board officers.
  
- « Audit Committee  
Assesses internal controls and oversees auditors and the annual audit.
  
- « Finance Committee  
Sets financial objectives for the organization and recommends the annual budgets as part of the Action Plan.



## LEADERSHIP COUNCILS AND ADVISORY GROUPS

The collective professional expertise of GPEC's councils and advisory groups helps shape the organization's key initiatives, leverages connections to further business development and competitiveness efforts, and supports implementation of programs.

### **Community Building Consortium\***

Applies collective commercial real estate experience to help capture business development opportunities and increase the region's transactional capabilities.

### **Economic Development Directors Team**

Advises CEO and staff on local economic development trends, offers insight on pulse of city/town council and partners with GPEC to finalize location decisions.

### **Education Council\* (under consideration)**

Reviews current workforce skills gaps, supports the advancement of a science and technology initiative and identifies education-to-career path solutions.

### **GPEC Next Leadership Council\***

Ensures the organization operates in a model that is innovative, integrated and proactive.

### **Healthcare Leadership Council\***

Works to advance a healthcare initiative for the region and establish Greater Phoenix as a center of excellence anchored by innovative assets and world-class leadership.

### **Innovation Council\***

Leverages the region's expanding innovation ecosystem in an effort to foster growth in emerging industries and ultimately diversify the economy.

### **International Leadership Council\***

Advises on the direction and implementation of GPEC's foreign direct investment efforts, and provides guidance to increase program impacts.

### **Marketing Committee\***

Offers guidance on the development of regional branding, and GPEC's marketing and media efforts in support of our core mission.

### **Mayors Council**

Convenes mayors of GPEC's municipalities for regular updates on strategic initiatives.

## AMBASSADORS

At the foundation of GPEC's engagement activity are Ambassadors, whose broad range of professional backgrounds lend critical assistance to regional business-climate improvement and business development efforts.

### **Ambassadors**

Help communicate, educate and inform stakeholders, policy-makers, citizens and media about key regional economic development issues.

### **Certified Ambassadors**

A qualifying program for Ambassadors who serve as an extension of the GPEC team and are given unique opportunities to interface more closely with GPEC's staff and board on program initiatives and mission-critical efforts.

### **Ambassador Steering Committee**

Advises on strategic direction of Ambassadors Program; design activities relevant to and in support of GPEC's mission; serve as a sounding board for emerging initiatives and support implementation of programs.

*\* Eligibility determined by investment level or strategic appointment*

Like a whirl of shiny flakes sparkling in a snow globe, Hubble caught this glimpse of many hundreds of thousands of stars moving about in the globular cluster M13, one of the brightest and best-known globular clusters in the northern sky. These stars are packed so closely together in a ball, approximately 150 light-years across, that they will spend their entire lives whirling around in the cluster. Near the core of this cluster, the density of stars is about a hundred times greater than the density in the neighborhood of our sun.



**Greater Phoenix**  
ECONOMIC COUNCIL

2 N. Central Ave., Suite 2500, Phoenix, AZ 85004

Phone: 602.256.7700 | Fax: 602.256.7744 | [www.gpec.org](http://www.gpec.org)



[greater phoenix economic council \(groups\)](#)



[@gpec](#)



[facebook.com/gpec4jobs](#)



[gpecgreaterphoen x](#)

**EXHIBIT B**  
GPEC PERFORMANCE MEASURES  
FY 2013-2014

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

<b>1. Payroll Generated</b>	<b>\$194.3M</b>
<b>2. Total Number of Jobs Created</b>	<b>4,597</b>
<b>3. Total Number of High-Wage Jobs</b>	<b>2,407</b>
<b>4. Average High-Wage Salary</b>	<b>\$50,792</b>
<b>5. Emerging Tech Assists</b>	<b>8</b>
<b>6. Number of Qualified Prospects</b>	<b>206</b>
<b>7. Number of Qualified International Prospects</b>	<b>37</b>
<b>8. Total Reach of Editorial Placements/Exposures</b>	<b>222M</b>

GPEC continues to target high-wage industries (Renewable Energy; Biomedical/Personalized Medicine; Advanced Business Services; Manufacturing & Logistics; Mission Critical; Areospace & Aviation; Emerging Tech)



# EXHIBIT C

## TARGETED INDUSTRIES

### FY2013-2014

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2013-2014, GPEC will continue its emphasis on the following: Renewable Energy; Biomedical/Personalized Medicine; Advanced Business Services; Manufacturing & Logistics; Mission Critical; Aerospace & Aviation; Emerging Tech.

Member communities will target the following:

#### **Apache Junction**

Business services; environmental technologies research and manufacturing; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; filmmaking (location shooting); expanded retail opportunities

#### **Avondale**

Advanced business services/information technology; renewable energies; Bio/medical/life sciences; manufacturing; higher education/lifelong learning, amateur sports and tourism

#### **Buckeye**

Advanced business services; renewable energy; high tech (data center and services); environmental technology / sustainability; standard manufacturing; medical and educational institutions; transportation/distribution; small business/incubator; aerospace/aviation

#### **Casa Grande**

Aviation/aerospace; biosciences and sustainability; corporate/regional headquarters; healthcare and medical services; standard manufacturing and transportation and distribution

#### **Chandler**

Advanced business services; corporate/regional headquarters, high-tech electronics and software development; aerospace/aviation and advanced materials; biosciences and sustainability.

#### **Fountain Hills**

Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; retail

#### **Gila Bend**

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; heavy industrial

#### **Gilbert**

Corporate/regional headquarters; advanced business services; high-tech/software (R&D, data center, services); next generation electronics (sensors, optics); aerospace and defense (satellite, FAA repair); biotechnology and life sciences (R&D, oncology, regenerative medicine, cardiovascular science, medical device); clean technology and renewable energy (R&D, algae, biodiesel)

#### **Glendale**

Advanced business services; aerospace and defense; education; healthcare/medical; hospitality; renewable energy; technology

#### **Goodyear**

Advanced financial/business services; high-tech electronics and software development; aerospace/aviation; advanced materials; biosciences (treatment, medical diagnostics, research) and senior industries; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

**Maricopa (City)**

High-wage employers (salaries averaging at least 125% of the median wage in Maricopa County) that generate at least 80% of income from exporting goods and services outside the region.

**Mesa**

Primary Target Industries: Healthcare, Education, Aerospace/Defense and Tourism/Technology

Secondary target industries: Advanced business services; standard and advance manufacturing; regional and corporate centers; environmental technology; research & development; bioscience; sustainability

**Peoria**

Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; educational institutions; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

**Phoenix**

Bio-life science; advance business services; manufacturing; sustainable industries and enterprises; high education; world business, trade and FDI; and established/emerging enterprises

**Queen Creek**

Aerospace and aviation; health and wellness; arts, culture and experience; education; clean and renewable energy and water; family/youth & children activity destinations

**Scottsdale**

Information technology/software; healthcare/biomedical; financial services; sports/lifestyle; solar/sustainable industries; education

**Surprise**

Environmental technology; advanced medical services; biotech; education and healthcare; transportation and distribution

**Tempe**

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

**Tolleson**

Aerospace and advanced materials; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

**Wickenburg**

Heavy industrial; standard manufacturing; transportation & distribution; rail services; food processing; mining support facilities; renewable energy; environmental technology research & manufacturing; healthcare and medical; educational institutions; tourism and filmmaking; expanded retail operations

# EXHIBIT D

FY 2013-2014

## REPORTING MECHANISM FOR CONTRACT FULFILLMENT

### Monthly Activity Report - Month, Year

#### BUSINESS ATTRACTION PERFORMANCE METRICS:

##### GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
AVERAGE HIGH WAGE SALARY				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
EMERGING TECHNOLOGY ASSISTS				
QUALIFIED PROSPECTS				
INTERNATIONAL PROSPECTS				
TOTAL REACH OF EDITORIAL PLACEMENTS				

*GPEC continues to target high-wage industries (advanced business services, aerospace, life sciences, renewable energy, high-tech/IT)*

#### KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

# EXHIBIT E

## INSURANCE REQUIREMENTS

The Town's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The Town in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

**A. Minimum Scope and Limits of Insurance.** GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the Town.

**1. Commercial General Liability - Occurrence Form**  
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate/ per Project  
Products-Completed Operations Aggregate  
Personal & Advertising Injury  
Each Occurrence  
Fire Damage (Any one fire)  
Directors and Officers  
Medical Expense (Any one person) Optional

**2. Automobile Liability**  Any Auto or Owned, Hired and Non-Owned Vehicles (Form CA 0001, ed. 12/93 or any replacement thereof) Combined Single Limit Per Accident for Bodily Injury and Property Damage

**3. Workers' Compensation and Employers' Liability**  
Workers' Compensation Statutory  
Employers' Liability

**B. Self-insured Retentions.** Any self-insured retentions must be declared to and approved by the Town. If not approved, the Town may request that the insurer reduce or eliminate such self-insured retentions with respect to Town, its officers, officials, agents, employees and volunteers.

C. **Other Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability**

a. The Town, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the Town's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The Town, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to Town, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by Town, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against Town, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the Town.

2. **Workers' Compensation and Employers' Liability Coverage.** The insurer shall agree to waive all rights of subrogation against Town, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the Town.

D. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been sent to Town at the

address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

- E. Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. Town in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.
- F. Verification of Coverage.** GPEC shall furnish Town with Certificates of Insurance (ACORD form or equivalent approved by Town) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by Town before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to Town at the address and in the manner provided in this Agreement for the giving of notice. Town's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. Town reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

- G. Approval.** During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the Town prior to execution of this Agreement.

**AGREEMENT BETWEEN  
THE GREATER PHOENIX ECONOMIC COUNCIL  
AND THE TOWN OF QUEEN CREEK  
Town Contract No. \_\_\_\_\_**

The Town Council of the TOWN OF QUEEN CREEK, a municipal corporation (the "Town"), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL ("GPEC"), an Arizona non-profit corporation. The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GPEC agrees to undertake, the support that the Town agrees to provide, the respective roles of GPEC and the Town and the payments of the Town to GPEC for the fiscal year July 1, 2013 - June 30, 2014.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the TOWN and GPEC agree as follows:

**I. RESPONSIBILITIES OF GPEC**

- A. MISSION:** Attract quality businesses to the Greater Phoenix Region from around the world, and advocate and champion foundational effects to improve the region's competitiveness.
- B. GOALS:** GPEC is guided by and strategically focused on two specific long-range goals:
  - 1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters
  - 2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality
- C. RETENTION AND EXPANSION POLICY:**
  - 1. GPEC's primary role is image building, marketing and new business attraction for the Greater Phoenix region.
  - 2. Retention and expansion of existing businesses is primarily a local issue.
  - 3. GPEC can add value to retention and expansion of existing businesses through regional support and research on key retention and expansion projects.
  - 4. GPEC has a responsibility to advise the Town when an existing company contacts GPEC regarding a retention or expansion issue.
- D. ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the Town, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan"). The Town shall be informed of any changes in the adopted Action Plan, which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the Town acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with

its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the Town on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the Town's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the Town discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the Town no later than December 31, 2013.

In the case of any benchmark, which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the Town of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement will constitute an event of default for which the Town may terminate this Agreement pursuant to paragraph IV.J. below.

## **II. RESPONSIBILITIES OF THE TOWN**

- A. STAFF SUPPORT OF GPEC EFFORTS:** The Town shall provide staff support to GPEC's economic development efforts as follows:
1. The Town shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the Town desires to compete and if the lead is appropriate for the Town. When available, the Town agrees to provide its response in the format developed jointly by EDDT and GPEC;
  2. The Town shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the Town;
  3. The Town shall provide an official economic development representative to represent the Town on the EDDT, which advises GPEC's President and CEO;
  4. The Town shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;



5. The Town shall use its best efforts to respond to special requests by GPEC for particularized information about the Town within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the Town's requirements, the Town shall, at its sole option, deliver to GPEC copies of any Town approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;
7. The Town shall utilize its best good faith efforts to cause an economic development professional representing the Town to attend all marketing events and other functions to which the Town has committed itself;
8. The Town agrees to work with GPEC to improve the Town's Competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the Town in **Exhibit C** ("Targeted Industries");

**B. RECOGNITION OF GPEC:** The Town agrees to recognize GPEC as the Town's officially designated regional economic development organization for marketing the Greater Phoenix region.

### **III. ADDITIONAL AGREEMENTS OF THE PARTIES:**

**A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:** Representative(s) of the Town shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to Town economic development staff for business location prospects identified and qualified by the Town and assist the Town with presentations to the prospect in the Town or their corporate location.

**B. COMPENSATION:**

1. The Town agrees to pay **\$10,883.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2014, as set forth in this Agreement. This amount is based on \$0.5752 per capita applied to that portion of the Town's population outside of Maricopa County plus \$0.3897 per capita applied to that portion of the Town's population within Maricopa County, based upon the 2012 Office of Employment and Population Statistics, Arizona Department of Administration population estimate, which listed the Town as having a population of **459** in Pinal County and **27,249** in Maricopa County. The payment by the Town may, upon the mutual and discretionary approval of the board of directors of GPEC and the Town Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the Town Council pursuant to the required budget process of the Town;

3. Nothing herein shall preclude the Town from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Town and GPEC; and
4. GPEC shall submit an invoice for payment on an annual basis. The foregoing notwithstanding, if GPEC has not provided the Town with the audit required pursuant to paragraph I.E. above no later than December 31, 2013, no payments shall be made hereunder until the Town receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

**C. COOPERATION:**

1. The parties acknowledge that GPEC is a cooperative organization effort between GPEC and the Town. Accordingly, the Town and GPEC covenant and agree to work together in a productive and harmonious working relationship, to cooperate in furthering GPEC's goals for the 2013-2014 fiscal year.
2. The Town agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY 2014-2015 contract.
3. The Town agrees to work with GPEC during the FY2013-2014 program year to develop a revised public sector funding plan, including a regional allocation formula for FY2014-2015, if determined to be necessary or appropriate.

**IV. GENERAL PROVISIONS:**

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the Town shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the Town Code of the Town of Queen Creek which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the Town, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the Town and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of Town. Town shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have

no authority, express or implied, to act on behalf of Town in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.

- E. INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, GPEC shall indemnify, defend, hold, protect and save harmless the Town and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by Town, brought, made, filed against, imposed upon or sustained by the Town, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The Town acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.
- G. GRATUITIES.** The Town may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the Town makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the Town shall be entitled to pursue all legal and equitable remedies against GPEC available to the Town.
- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:
1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to

their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees place by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the Town, GPEC shall provide Town with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the Town or in such other format as the Town shall prescribe.

**I. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the American with Disabilities Act, and agrees to comply therewith in performing under any resultant agreement and to permit Town inspection of its records to verify such compliance.

1. GPEC warrants to the Town that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The Town retains the legal right to inspect the papers of any employee of GPEC or any subconsultant who works on this Agreement to ensure compliance with this warranty.
2. The Town may conduct random verification of the employment records of GPEC and any of its subconsultants who work on this Agreement to ensure compliance with this warranty.
3. The Town will not consider GPEC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if GPEC and such subconsultants 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).

4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section I "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.
5. Pursuant to A.R.S. §§35-391.06 and 35-393-06, GPEC hereby certifies to the Town that GPEC does not have "scrutinized" business operations, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran. GPEC acknowledges that, in the event the Town reasonably determines after notice to GPEC and a hearing granting the opportunity for GPEC to provide information, that either of the certifications to the Town by GPEC contained in this paragraph is false, the Town may terminate this Agreement and exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393-06.

- J. TERMINATION.** Town shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the Town; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the Town may approve in writing. The foregoing notwithstanding, in the event that the Town decides, for whatever reason, to disassociate itself with GPEC, or in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the Town may immediately and without further notice terminate this Agreement.
- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.

- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. TOWN REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by Town personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to Town:                    John Kross  
     Town Manager  
     Town of Queen Creek  
     22350 S. Ellsworth Road  
     Queen Creek, Arizona 85142  
     Phone: (480) 358-3003

If to GPEC:                    Barry Broome  
     President and Chief Executive Officer  
     Greater Phoenix Economic Council  
     Two North Central Avenue, Suite 2500  
     Phoenix, Arizona 85004-4469  
     (602) 256-7700  
     FAX: (602) 256-7744

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the Town pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the Town will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the Town, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the Town or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

- T. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits, which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan  
Exhibit B - GPEC Performance Measures  
Exhibit C - Targeted Industries  
Exhibit D - Reporting Mechanism for Contract Fulfillment  
Exhibit E - Insurance Requirements

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Town or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

TOWN OF QUEEN CREEK,  
a municipal corporation  
John Kross

By: \_\_\_\_\_  
Its: Town Manager

GREATER PHOENIX ECONOMIC COUNCIL,  
an Arizona nonprofit corporation

By:   
Barry Broome  
Its: President & Chief Executive Officer

ATTEST:

\_\_\_\_\_  
Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM:

\_\_\_\_\_  
Dickinson Wright Mariscal Weeks  
Town Attorney





Economic Development:

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

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

**FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE AGREEMENT  
BETWEEN THE QUEEN CREEK CULTURAL FOUNDATION (QCCF)  
AND THE TOWN OF QUEEN CREEK IN THE AMOUNT OF \$110,000  
FOR FISCAL YEAR 2013-2014.**

**DATE: JULY 17, 2013**

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**Staff Recommendation:**

Staff recommends that the Council approve the FY13-14 Agreement between the Queen Creek Cultural Foundation (QCCF) and the Town of Queen Creek in the amount of \$110,000

**Proposed Motion:**

Move to approve the Agreement between the QCCF and the Town of Queen Creek in the amount of \$110,000 and authorize the Mayor to execute the necessary documents.

**Discussion:**

The Town of Queen Creek has recognized the importance of a strong arts program in the community and has supported the Queen Creek Performing Arts Center (QCPAC) since its inception in 2003. The award winning partnership between the Town, Queen Creek Unified School District and the QCCF has created a strong arts program for the community and has provided an economic benefit to the Town with its first class programming, including national tour productions that draw visitors throughout the region. Since opening in 2003, QCPAC has welcomed well over 100,000 people each year to the facility.

Arts, Culture and Experience is a targeted sector in the Economic Development Strategic Plan with Performing Arts specifically listed as a focus area within this sector. Arts and Culture is an important component of the community's distinctiveness and vibrancy.

In 2008 the QCCF incorporated and is designed to support and cooperate in the development of services and facilities for the community including support for the QCPAC. The QCCF's mission is to enrich the quality of life within our community by presenting quality professional theatre; creating an education outreach and children's theatre programs, nurturing and developing emerging talent.

The proposed agreement for FY13-14 includes the Main Theater Series, Community Theater Series, Special Event Series, Experience Queen Creek Series, which features Events presented by the QCCF in different locations throughout the Town, and the new Community Movie Series.

**Fiscal Impact:**

The proposed agreement with the QCCF requires the Town to pay \$110,000 for the services outlined in the agreement. Four equal payments will be made in the amount of \$27,500. Funding is available in the General Fund line item 101-410-0010-00000-403425.

**Alternatives:**

The Town Council could choose not to approve the Agreement between the Town and the QCCF.

The Town Council could choose to increase or decrease the contract amount and modify the services outlined in the agreement.

**Attachments:**

1. Proposed agreement between the Town of Queen Creek and Queen Creek Cultural Foundation.

## **AGREEMENT**

This AGREEMENT is made and entered into by and between the TOWN OF QUEEN CREEK, an Arizona municipal corporation ("Town"), and the QUEEN CREEK CULTURAL FOUNDATION, an Arizona non-profit corporation ("QCCF"), for the purpose of setting forth the terms and conditions pursuant to which the Town will contribute to the operation of the Queen Creek Performing Arts Center ("QCPAC"), which is owned and operated under the auspices of the Queen Creek Unified School District ("QCUSD"), effective the 17th day of July 2013.

## **RECITALS**

The Town wishes to promote its advantages as a residential, business, educational, cultural and recreational community for the purpose of developing a balanced community as described in the voter-approved Queen Creek General Plan.

The QCPAC provides an economic benefit to the community with its high quality programming which draws visitors from all over the region. Arts, Culture and Experience is a targeted sector in the Town's Economic Development Strategic Plan.

The Town is authorized by Arizona Revised Statutes § 9-500.11 to appropriate and spend public monies for and in connection with economic development activities, where such activities will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the Town. The QCPAC presents professional theatre productions and family theatre programs, and conducts educational outreach to students in the QCUSD, none of which would otherwise be available within or in close proximity to the Town, and all of which contribute to the educational, cultural and recreational opportunities available to residents of the Town.

Queen Creek residents take advantage of the programs of the QCPAC in significant numbers, and represent the largest demographic of QCPAC patrons.

QCPAC cannot continue to provide programming at levels which support the needs of the community, and which are supported by the community, without the financial support of the Town.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Town and QCCF agree as follows:

## **AGREEMENTS**

### **Article I: Scope of Services**

The goal of this Agreement is to provide the means for QCCF and the Town to assure that national, regional and local cultural arts events will continue to be provided to the

residents of the Town through the QCPAC.

## **1. QCCF Responsibilities**

1.1. QCCF will provide funding for costs associated with school related programs including community theatrical program as indicated.

1.2. QCCF will, in addition, provide funds to cover the costs of the following:

1.2.1. All personnel expenses for staff support

1.2.2. All operational expenses, including but not limited to utility costs

1.2.3. Community events and performances to include, but not be limited to:

1.2.3.1. Community Theatre Series – Two (2) performances

1.2.3.2. Special Event Series – Four (4) performances

1.2.3.3. Experience Queen Creek Series – Four (4) performances

1.2.3.4. Main Theatre Series – Four (4) performances

1.2.3.5. Community Movie Series

1.3. The Town of Queen Creek will be identified as a sponsor on all materials produced for publication or distribution in connection with all events described in Article 1.2 of this Agreement. Identification of Town as a sponsor shall include, but is not limited to, inclusion of the Town logo on all print brochures/programs, news releases, and throughout performances as reasonable.

1.4. The Town will be provided complimentary use of the QCPAC, as space allows, for a total of sixteen (16) hours for four (4) Town-related performances, meeting or events during the Term of this Agreement. Each performance will last no more than four (4) hours (16 hours total). Examples of such performances include, but are not limited to, end of season performances for class programs, youth and teen programs and/or meetings scheduled by the Town.

1.5. QCCF agrees to continue to utilize a fee recovery and user group policy relative to use of the facility by non-QCUSD programs or Town programs that treat all user groups in a fair and non-discriminatory manner.

## **2. Town Responsibilities**

2.1. Town agrees to provide the following in-kind services to support the operations of the QCPAC:

2.1.1. Website link on the Town website.

2.1.2. Free booth space at Town special events, in a location and configuration to be determined by Town in its discretion.

2.1.3. Promotion of QCPAC events on the Town calendar and Parks & Recreation Facebook page.

2.1.4. Link in the “About Town” Monthly E-newsletter.

2.1.5. Quarterly insert in the Town’s water bill; limited to 100 words, one logo and one photo.

2.1.6. Space in the Town’s Experience QC section, published in the East Valley Tribune, limited to 250 words and three photos.

2.1.7. Display signage on Town-owned locations, available on first-come, first-serve basis, with Town events and activities taking priority.

2.1.8. Use of the underpass location for signage at the intersection of Ellsworth Loop Road and Rittenhouse Road, available on first-come, first-serve basis, with Town events and activities taking priority.

2.1.9. Use of Desert Mountain Park for one (1) Community Event Series, as space allows.

2.1.10. Use of Horseshoe Park and Equestrian Centre for one (1) Community Event Series, as space allows.

2.1.11. Use of Classroom/multipurpose room space at the Library Recreation Annex to offer performing/cultural arts camps and rehearsals, as space allows; usage not to exceed \$10,000 in facility rental fees calculated at the non-profit rate. Space to be allowed for performance related camps only.

**Article II: Town Liaison on the QCCF Board**

One member of the Town’s Economic Development staff shall be a liaison (ex-officio member) of the QCCF Board to enhance communication between the Town and the QCCF.

**Article III: Reports to Town Council.**

QCCF shall provide quarterly reports to the Town that includes the following information:

1. Attendance at each non-Town event held in QCPAC, with a cumulative total for all non-Town events at the end of the Term of this Agreement.
2. Demographic information (i.e., geographic, location of attendees, age, cohorts, etc.)
3. Satisfaction ratings for all public shows/events.

**Article IV: Payment by the Town.**

Town shall pay QCCF the sum of \$110,000 annually beginning July 17, 2013 in four (4) equal payments of Twenty Seven Thousand Five Hundred (\$27,500). Payments shall be made on or before the 30th day of the month in which they are due. The first payment quarterly payment shall be made on or before July 30, 2013.

**Article V: Records and Audit Rights.**

QCCF records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate performance and claims related to this Agreement 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 work. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the QCCF's records and personnel pursuant to the provisions of this article throughout the term of this Agreement and for a period of three years after last or final payment.

**Article VI: Terms and Termination.**

Term of the Agreement is for a term of one year, from July 17, 2013 through June 30, 2014, unless terminated earlier as provided herein.

In the event that there are any differences that arise between the Town and the QCCF in reference to the construction of this agreement, or the performance of either of the parties in reference to this agreement, each of the parties shall appoint a committee of two from the Town's Council and the QCCF's Board of Directors, respectively, to meet and discuss said disagreement. If no settlement can be effected at this meeting, or at such other meetings as said committee may agree to hold, then either of the parties may terminate this agreement upon thirty (30) days written notice to the other.

1. The Town has the right to terminate this Contract for cause or convenience or to abandon any portion of the Services that have not been performed by the QCCF.
2. In the event the Town terminates this Contract or any part of the Services as herein provided, the Town shall notify the QCCF in writing, and immediately upon receipt of such notice, the QCCF shall discontinue all work under this Contract.
3. The QCCF shall receive pro-rata compensation as provided in Article 4 for Services performed and approved by the Contract Administrator to the date of such termination or abandonment.
4. If for any reason the QCCF fails to fulfill in a timely and proper manner its obligations under this Contract, or if the QCCF violates any of the covenants, agreements, or stipulations of this Contract, the Town may withhold from payment due to the QCCF such amounts as are necessary to protect the Town's position for the purpose of set-off until such time as the exact amount of damages due to the Town from QCCF is determined by a court of competent jurisdiction.

**Article VII: Insurance.**

The QCCF shall secure and maintain during the life of this contract, insurance coverage which shall include statutory workman's compensation, comprehensive general and automobile liability, and owner's and contractor's protective liability insurance. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000.00) combined single limit. The owner's and contractor's protective liability limits shall be no less than one million dollars (\$1,000,000.00) for each occurrence and one million dollars (\$1,000,000.00) policy aggregate naming the Town as Insured. In other than owner's and contractor's protective liability, and workman's compensation, the Town of Queen Creek shall be named as an additional insured.

All insurance coverage shall be written through carriers licensed in Arizona, or on an approved non-admitted list of carriers published by the Arizona Department of insurance, and possessing an A.M. Best rating of at least B+7 or through Lloyd's of London. Should coverage be written on a claims-made basis, the QCCF shall provide, prior to commencement of any work, an initial certificate of insurance evidencing required coverage limits from date of contract execution through date of policy expiration. Subsequently, a certificate of insurance or a renewal quotation accompanied by evidence of premium payment shall be presented a minimum of fifteen (15) days prior to date of expiration of current certificate. Such certificate or evidence of continuous coverage shall be provided on a periodic basis for a minimum of two (2) years after completion of contract, and shall contain a certification that the claim's period for such insurance is retroactive to the effective date of this contract.

In the event the QCCF fails to provide such certificate of coverage retroactive to the beginning date of this contract, the Town may, but shall not be required to, purchase insurance, if available to protect itself against any losses which would have been covered by the errors and omissions policy QCCF is required to maintain under this article. If the Town elects to purchase the insurance under this provision, QCCF shall be liable to the Town for all costs incurred by the Town for purchasing such insurance.

## **Article VIII: General Provisions.**

### **A. Entire Agreement.**

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. The Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

### **B. 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.

### **C. Modifications**

Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.

### **D. Assignment**

Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the Town Manager or the QCCF Director.

### **E. Successors and Assigns.**

This Agreement shall extend to and be binding upon QCCF, its successors and assigns, including any individual, company, partnership or other entity with or into which QCCF shall merge, consolidate or be liquidated, or an person, corporation, partnership or other entity to which QCCF shall sell its assets.

### **F. Attorney's Fees**

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on 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, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **G. Independent Contractor**

The services the QCCF 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, QCCF shall: (a) have discretion in deciding upon the method of performing the services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/her own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services.

### **H. Conflict of Interest**

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



other party to the contract with respect the subject matter of the contract.

**I. Notices**

All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, 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.

In the case of QCCF:

Molly Jacobs  
Director, Queen Creek Performing Arts Center  
22149 East Ocotillo Road  
Queen Creek, Arizona 85242  
Phone: (480) 987-5964

In the case of the Town:

Town of Queen Creek  
22350 S. Ellsworth Rd.  
Queen Creek, Arizona  
ATTN: John Kross, Town Manager  
Tel: (480) 358-3905  
Fax: (480) 358-3909

With a copy to:

Dickinson Wright/ Mariscal Weeks  
Town Attorneys  
2901 North Central Avenue, Suite 200  
Phoenix, AZ 85012  
Attn: Fredda J. Bisman, Esq.

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**J. Force Majeure.**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

**K. Taxes.**

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

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. QCCF acknowledges that QCCF may be subject to I.R.S. provisions for payment of estimated income tax. QCCF is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

#### **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 QCCF warrants to the Town that the QCCF and all its subconsultants 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). QCCF acknowledges that a breach of this warranty by the QCCF or any of its subconsultants 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 QCCF or any subconsultant who works on this Contract to ensure compliance with this warranty.

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

The Town will not consider the QCCF or any of its subconsultants in material breach of the foregoing warranty if QCCF and its subconsultants 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 QCCF enters into with any and all of its subconsultants 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, QCCF hereby certifies to the Town that QCCF does not have "scrutinized" business operations, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran. QCCF acknowledges that, in the event

either of the certifications to the Town by QCCF 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. Captions**

The captions used in this agreement are solely for the convenience of the parties, and do not constitute a part of the agreement and are not to be used to construe or interpret this agreement.

#### **P. Indemnity**

To the fullest extent permitted by law, the QCCF 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 subconsultant. The QCCF'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 QCCF or anyone for whose acts the Consultant may be legally liable. It is the specific intention of the Parties that the Indemnitee shall be indemnified by the QCCF from and against all Claims other than those arising from the Indemnitees' sole negligence. The QCCF will be responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

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 QCCF at QCCF'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.

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

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.

#### **Q. Severability**

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then all other terms and provisions will remain in full force and effect, notwithstanding the illegality or unenforceability of the term or provision in question. This Agreement as a whole shall remain in full force and effect and the illegal or unenforceable term shall be deemed to be deleted.

**R. Authority.**

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officers on this 17<sup>th</sup> day of July, 2013.

TOWN:

TOWN OF QUEEN CREEK, an Arizona  
Municipal Corporation

By: \_\_\_\_\_  
Gail Barney, Mayor

ATTEST:

By: \_\_\_\_\_  
Jennifer Robinson, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
For Dickinson Wright/ Mariscal Weeks  
Town Attorneys

QCCF:

\_\_\_\_\_  
Molly Jacobs  
Director, Queen Creek Performing Arts Center

Requesting Department:

Fire



**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

**FROM: RON KNIGHT, INTERIM FIRE CHIEF  
JOE LaFORTUNE, EMERGENCY MANAGEMENT COORD.**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN  
INTERGOVERNMENTAL AGREEMENT (IGA) FOR FY 2014-2018  
BETWEEN MARICOPA COUNTY AND THE TOWN OF QUEEN  
CREEK FOR THE PURPOSE OF ANIMAL CONTROL SERVICES**

**DATE: July 17, 2013**

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**Staff Recommendation:**

Staff recommends the approval of the IGA between Maricopa County and the Town of Queen Creek for the purpose of animal control services.

**Relevant Council Goal(s):**

KRA 9 Public Safety (Fire, Emergency Services, and Police/Sheriff)

**Proposed Motion:**

Move to approve the Intergovernmental Agreement for FY 2014-2018 between Maricopa County and the Town of Queen Creek for Animal Control Services in the amount of \$18,066.

**Discussion:**

Maricopa County Animal Care and Control (MCACC) provide services to 20 municipal and Indian communities throughout the Phoenix region. Only five municipalities provide their own animal control services with most operating out of their respective police departments. The Town of Queen Creek has contracted with MCACC in the past.

MCACC focuses on the dog and cat populations in the Phoenix region. They enforce animal control laws, educate the public regarding responsible pet ownership, and provide care and comfort for abandoned and unwanted pets. MCACC also offers several programs such as the Spay/Neuter Assistance

Program (SNAP), rabies vaccination services, dog licenses, and information on bite prevention and pet safety during disasters.

MCACC does not address wildlife or livestock issues. Residents with these types of issues are directed to the Arizona Game and Fish Department or the Arizona Department of Agriculture.

The Town contracts for an “Enhanced” level of service. This means that the County shall respond to each and every request for assistance from Town residents for contracted services. Over the past five years, MCACC has responded to an average of 254 calls for service within the Town.

The contract includes response time schedules for priority calls. Priority 1 calls require a 1-hour response time. Priority 1 calls include assistance to police and/or fire, a bite animal at large, or an animal at large on school grounds. The majority of calls are Priority 3 involving confined stray dogs and investigations into dogs, cats, and bats that have bitten humans.

**Fiscal Impact:**

If the Town Council chooses to approve the intergovernmental agreement with Maricopa County to continue animal control services, the first year contract amount has been set at \$18,066. The FY14 Emergency Services Fund Public Safety Division Contractual Services Roll-up has sufficient funds to cover the cost of this intergovernmental agreement.

**Alternatives:**

The Town Council could:

1. Direct staff to investigate contracting options with the city of Mesa, Pinal County, and/or the city of Apache Junction.
2. Direct staff to research the cost to the Town to provide animal care and control services.

**Attachments:**

1. Intergovernmental Agreement for Animal Control Services

Requesting Department:

Fire



**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

**FROM: RON KNIGHT, INTERIM FIRE CHIEF  
JOE LaFORTUNE, EMERGENCY MANAGEMENT COORD.**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN  
INTERGOVERNMENTAL AGREEMENT (IGA) FOR FY 2014-2018  
BETWEEN MARICOPA COUNTY AND THE TOWN OF QUEEN  
CREEK FOR THE PURPOSE OF REGIONAL EMERGENCY  
OPERATIONS MANAGEMENT AND DISASTER SERVICES**

**DATE: July 17, 2013**

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**Staff Recommendation:**

Staff recommends the approval of the IGA between Maricopa County and the Town of Queen Creek for the purpose of regional emergency operations management and disaster services.

**Relevant Council Goal(s):**

KRA 9 Public Safety (Fire, Emergency Services, and Police/Sheriff)

- Goal 4 Develop and Exercise the Town's Disaster Management System

**Proposed Motion:**

Move to approve the Intergovernmental Agreement for FY 2014-2018 between Maricopa County and the Town of Queen Creek for Regional Emergency Operations Management and Disaster Services in the amount of \$2,012.

**Discussion:**

The Maricopa County Department of Emergency Management (MCDEM), through an IGA, has assisted the Town over the past ten years with emergency planning and other services. The IGA is set to expire on June 30, 2013.

Under the new IGA for Regional Emergency Operations Management and Disaster Services, Maricopa County will provide a number of services.

- Assistance with the development and maintenance of the Town's Emergency Operations Plan (EOP)
- Assignment of a County emergency planner to assist with exercise design, coordination, evaluation and facilitation at the request of the Town.
- Provide current and accurate information as it relates to emergency preparedness, mitigation, response, and recovery.
- 24-hour duty officer for immediate assistance as needed and to provide emergency notification in a timely manner.
- Assistance with damage assessment after a disaster.
- Participation in the development and maintenance of regional plans such as the Hazard Mitigation and Community Wildfire Protection Plans. By participating in these regional plans the Town meets the basic eligibility requirement for several grants and recovery reimbursements.
- Access to WebEOC. This is a regional software program hosted by the County. It will allow the Town to develop an Incident Action Plan (IAP) during a disaster event, account for Town resources used and assignments made, request additional resources from other jurisdictions, update the region on the Town's current status, and monitor other developing events in jurisdictions that may impact Queen Creek.

**Fiscal Impact:**

If the Town Council chooses to approve the intergovernmental agreement with Maricopa County to continue regional emergency management and disaster services, the first year contract amount has been set at \$2,012. The FY14 Emergency Services Fund Public Safety Division Contractual Services Roll-up has sufficient funds to cover the cost of this intergovernmental agreement.

**Alternatives:**

Emergency Management is a collaborative discipline. Most jurisdictions do not possess all of the resources necessary to conduct all phases of emergency management: planning, mitigation, response, and recovery. To address this issue, the Phoenix area has developed the regional approach through the Maricopa County Department of Emergency Management.

The Town Council could direct staff to solely provide emergency operations management and disaster services.

**Attachments:**

1. Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services



R. Consideration and possible approval of the following Streetlight Improvement Districts (SLIDS):

1. **SLID #68, No. 2013-001 – La Jara Farms: Resolution 946-13** Intention to Order the purchase of electricity and **Resolution 947-13** Ordering the Improvements for the purchasing of electricity.
2. **SLID #69, No. 2013-002 – Emperor Estates Phase IV West: Resolution 952-13** Intention to Order the purchase of electricity and **Resolution 953-13** Ordering the Improvements for the purchasing of electricity.
3. **SLID #70, No. 2013-003 – Victoria Parcel 10: Resolution 954-13** Intention to Order the purchase of electricity and **Resolution 955-13** Ordering the Improvements for the purchasing of electricity.
4. **SLID #71, No. 2013-004 – Victoria Parcels 11 & 11A: Resolution 956-13** Intention to Order the purchase of electricity and **Resolution 957-13** Ordering the Improvements for the purchasing of electricity



Requesting Department:  
Development Services

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

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

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF  
RESOLUTION 946-13 INTENTION TO ORDER THE PURCHASE  
OF ELECTRICITY AND RESOLUTION 947-13 ORDERING THE  
IMPROVEMENTS FOR THE PURPOSE OF PURCHASING  
ELECTRICITY FOR A STREETLIGHT IMPROVEMENT DISTRICT  
(DISTRICT #68, No. 2013-001) FOR LA JARA FARMS**

**DATE: JULY 17, 2013**

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**Staff Recommendation:**

Staff recommends approval of Resolution 946-13 Intention to Order the Purchase of Electricity and Resolution 947-13 Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District (District #68, No. 2013-001) for La Jara Farms.

**Relevant Council Goal(s):**

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

**Proposed Motion:**

Move to approve Resolution 946-13 Intention to Order the Purchase of Electricity and Resolution 947-13 Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District (District #68, No. 2013-001) for La Jara Farms.

**Discussion:**

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

publishing the resolution in the Tribune.

**Fiscal Impact:**

Resolution 946-13 and 947-13 will cost the Town staff time in order to prepare the required exhibits and correspondence with the State and County Departments of Revenue to establish the improvement district. The developer has paid the \$500 processing fee for this service.

**Alternatives:**

Council could deny the creation of the La Jara Farms Streetlight Improvement District #68, No. 2013-001 by not approving Resolution 946-13 and 947-13. However, this would result in additional costs to the Town or the lack of streetlights in this area.

**Attachments:**

Resolution 946-13  
Resolution 947-13  
Assessment Diagram  
Legal Description  
Parcel Number Table  
Notice of Proposed Improvement

RESOLUTION 946-13

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS LA JARA FARMS STREET LIGHTING IMPROVEMENT DISTRICT #68, NO. 2013-001; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED

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

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

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

Section 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the Town, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the Town make and order that the cost and expense for the purchase of electricity be chargeable upon a **district to be known and designated as La Jara Farms Streetlight Improvement District #68, No. 2013-001, and as described and bounded as set forth on Exhibit "A" attached hereto and incorporated by reference, and declare that the district in the Town, benefited** by the purchase of electricity for streetlights be assessed to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The Town shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries La Jara Farms Streetlight Improvement District #68, No. 2013-001, and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the Town shall assess the boundaries of La Jara Farms Streetlight Improvement District #68, No. 2013-001, only that portion of such costs and expenses which benefits the lots, pieces and parcels of land

located within the boundaries of La Jara Farms Streetlight Improvement District #68, No. 2013-001.

Section 3. The cost and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Town Engineer shall post or cause to be posted notices thereof; that the Town Clerk shall certify to the passage of this Resolution of Intention; that the engineer shall prepare duplicate diagrams of La Jara Farms Streetlight Improvement District #68, No. 2013-001, described in Section 2 of this Resolution to be addressed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Queen Creek, Arizona, this 17<sup>th</sup> day of July, 2013

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Town Attorney

## RESOLUTION 947-13

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS LA JARA FARMS STREET LIGHTING IMPROVEMENT DISTRICT #68, NO. 2013-001, PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS.**

WHEREAS, on the 17<sup>th</sup> day of July, 2013, the Mayor and Common Council of the Town of Queen Creek, Arizona, passed and adopted Resolution No. 946-13 declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as La Jara Farms Streetlight Improvement District #68, No. 2013-001; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and

WHEREAS, pursuant to ARS 48-617 (A), the Mayor and Common Council of the Town of Queen Creek have acquired immediate jurisdiction to order the improvements upon filing of a petition and waiver by 100% of the property owners within La Jara Farms Streetlight Improvement District #68, No. 2013-001; and

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

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

Section 1. By virtue of the authority vested in the Mayor and Common Council of the Town of Queen Creek by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Common Council of the Town of Queen Creek hereby orders the work or improvement done as described in Resolution No. 947-13 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Common Council of the Town of Queen Creek, Arizona.

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

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

Section 4. That the Town Clerk is hereby authorized and directed to certify that the Diagram and legal description were approved by the Mayor and Common Council of the Town of Queen Creek on the 17<sup>th</sup> day of July, 2013, and after such certification, the Clerk of the Town is hereby authorized and directed to deliver the Diagram and legal description to the Town Engineer. Further, the Town Engineer is hereby authorized and directed to record certified copies of Resolution No. 946-13 and Resolution No. 947-13 and all attachments thereto.

Section 5. That the Town Clerk is hereby directed to prepare and deliver a letter to the Arizona Department of Revenue along with certified copies of Resolution No. 946-13, Resolution No. 947-13 and the assessment diagram and legal description.

Section 6. That the Town Clerk is hereby directed to prepare and deliver a letter to the Maricopa County Assessor along with certified copies of Resolution No. 946-13, Resolution No. 947-13, and the assessment diagram and legal description.

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Queen Creek, Arizona, this 17<sup>th</sup> day of July, 2013.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

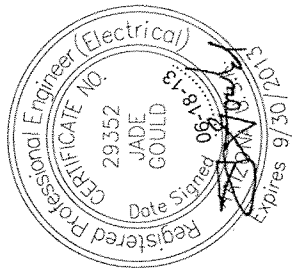
REVIEWED BY:

APPROVED AS TO FORM:

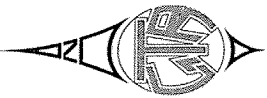
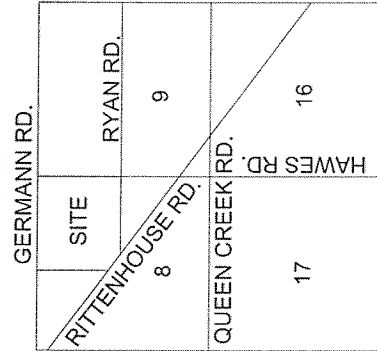
\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Town Attorney

ASSESSMENT DIAGRAM OF  
 LA JARA FARMS  
 STREET LIGHT IMPROVEMENT DISTRICT #68  
 NO. 2013 - 001



VICINITY MAP:



LEGEND:

- NEW 100 WATT SRP ARCHITECTURAL.  
SRP CODE #ULAH2809

APPROVED BY:

*Jade Gould*

TOWN ENGINEERING MANAGER

7-8-13

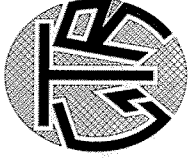
DATE

PROJECT :

LA JARA FARMS

SHEET TITLE :

STREET LIGHT  
ASSESSMENT  
DIAGRAM



Date :

5-03-07

Revision :

1 UPDATED PLAT 5-03-07

2 RE-ISSUE FOR PERMIT 3-21-12

3 TOWN COMMENTS 6-18-13

GTR ENGINEERING, LLC  
 Utility Engineering & Street Light Design  
 Street Light Division  
 4494 W. Peoria Ave, Ste. #116  
 Glendale, AZ 85302  
 (623) 847-5155  
 (623) 847-4038  
 HTTP://WWW.GTRENGINEERING.COM

Project No: 06QC1514

Checked By: JADE GOULD, P.E.

Drawn By: D. HORNING

Date: 9/14/06

Scale: N.T.S.

Drawing No: SL-1

Sheet No: 1 OF 1



## EXHIBIT A

### LEGAL DESCRIPTION

---

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8, MONUMENTED WITH AN ALUMINUM CAP, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 8, MONUMENTED WITH AN ALUMINUM CAP, BEARS SOUTH  $00^{\circ} 43' 23''$  EAST, A DISTANCE OF 2658.45 FEET;

THENCE SOUTH  $00^{\circ} 43' 23''$  EAST, ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 70.01 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 70.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 8, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH  $00^{\circ} 43' 23''$  EAST, ALONG SAID EAST LINE, A DISTANCE OF 2,588.44 FEET TO SAID EAST QUARTER CORNER OF SECTION 8;

THENCE NORTH  $89^{\circ} 52' 04''$  WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 8, A DISTANCE OF 1,277.38 FEET;

THENCE NORTH  $53^{\circ} 37' 43''$  WEST, DEPARTING SAID EAST-WEST MIDSECTION LINE, A DISTANCE OF 1,694.41 FEET TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SECTION 8;

THENCE NORTH  $00^{\circ} 47' 20''$  WEST, ALONG SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 1,588.64 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 70.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 8;

THENCE SOUTH  $89^{\circ} 49' 32''$  EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,630.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 140.76 ACRES, MORE OR LESS.

La Jara Farms MCR# 975-17

LOT #	PARCEL #	STREET #	DIRECTION	ST NAME	SUFFIX	FULL ADDRESS
1	30462821	19630	E	ALAMOSA	DR	19630 E ALAMOSA DR
2	30462822	19652	E	ALAMOSA	DR	19652 E ALAMOSA DR
3	30462823	19674	E	ALAMOSA	DR	19674 E ALAMOSA DR
4	30462824	19696	E	ALAMOSA	DR	19696 E ALAMOSA DR
5	30462825	19718	E	ALAMOSA	DR	19718 E ALAMOSA DR
6	30462826	19740	E	ALAMOSA	DR	19740 E ALAMOSA DR
7	30462827	19762	E	ALAMOSA	DR	19762 E ALAMOSA DR
8	30462828	19784	E	ALAMOSA	DR	19784 E ALAMOSA DR
9	30462829	19816	E	ALAMOSA	DR	19816 E ALAMOSA DR
10	30462830	19842	E	ALAMOSA	DR	19842 E ALAMOSA DR
11	30462831	19868	E	ALAMOSA	DR	19868 E ALAMOSA DR
12	30462832	19894	E	ALAMOSA	DR	19894 E ALAMOSA DR
13	30462833	19916	E	ALAMOSA	DR	19916 E ALAMOSA DR
14	30462834	19938	E	ALAMOSA	DR	19938 E ALAMOSA DR
15	30462835	19960	E	ALAMOSA	DR	19960 E ALAMOSA DR
16	30462836	19982	E	ALAMOSA	DR	19982 E ALAMOSA DR
17	30462837	19917	E	ALAMOSA	DR	19917 E ALAMOSA DR
18	30462838	19895	E	ALAMOSA	DR	19895 E ALAMOSA DR
19	30462839	19873	E	ALAMOSA	DR	19873 E ALAMOSA DR
20	30462840	19847	E	ALAMOSA	DR	19847 E ALAMOSA DR
21	30462841	19823	E	ALAMOSA	DR	19823 E ALAMOSA DR
22	30462842	19801	E	ALAMOSA	DR	19801 E ALAMOSA DR
23	30462843	19785	E	ALAMOSA	DR	19785 E ALAMOSA DR
24	30462844	19763	E	ALAMOSA	DR	19763 E ALAMOSA DR
25	30462845	19740	E	WILLOW	DR	19740 E WILLOW DR
26	30462846	19760	E	WILLOW	DR	19760 E WILLOW DR
27	30462847	19130	S	198TH	CT	19130 S 198TH CT
28	30462848	19084	S	198TH	CT	19084 S 198TH CT
29	30462849	19060	S	198TH	CT	19060 S 198TH CT
30	30462850	19085	S	198TH	CT	19085 S 198TH CT
31	30462851	19147	S	198TH	CT	19147 S 198TH CT
32	30462852	19193	S	198TH	CT	19193 S 198TH CT
33	30462853	19242	S	199TH	PL	19242 S 199TH PL
34	30462854	19198	S	199TH	PL	19198 S 199TH PL
35	30462855	19150	S	199TH	PL	19150 S 199TH PL
36	30462856	19100	S	199TH	PL	19100 S 199TH PL
37	30462857	19066	S	199TH	PL	19066 S 199TH PL
38	30462858	19983	E	ALAMOSA	DR	19983 E ALAMOSA DR
39	30462859	19961	E	ALAMOSA	DR	19961 E ALAMOSA DR
40	30462860	19067	S	199TH	PL	19067 S 199TH PL
41	30462861	19105	S	199TH	PL	19105 S 199TH PL
42	30462862	19151	S	199TH	PL	19151 S 199TH PL
43	30462863	19211	S	199TH	PL	19211 S 199TH PL
44	30462864	19265	S	199TH	PL	19265 S 199TH PL
45	30462865	19315	S	199TH	PL	19315 S 199TH PL
46	30462866	19353	S	199TH	PL	19353 S 199TH PL
47	30462867	19401	S	199TH	PL	19401 S 199TH PL

48	30462868	19443	S	199TH	PL	19443 S 199TH PL
49	30462869	19485	S	199TH	PL	19485 S 199TH PL
50	30462871	19909	E	WILLOW	DR	19909 E WILLOW DR
51	30462871	19883	E	WILLOW	DR	19883 E WILLOW DR
52	30462872	19865	E	WILLOW	DR	19865 E WILLOW DR
53	30462873	19841	E	WILLOW	DR	19841 E WILLOW DR
54	30462874	19825	E	WILLOW	DR	19825 E WILLOW DR
55	30462875	19807	E	WILLOW	DR	19807 E WILLOW DR
56	30462876	19789	E	WILLOW	DR	19789 E WILLOW DR
57	30462877	19771	E	WILLOW	DR	19771 E WILLOW DR
58	30462878	19755	E	WILLOW	DR	19755 E WILLOW DR
59	30462879	19737	E	WILLOW	DR	19737 E WILLOW DR
60	30462880	19723	E	WILLOW	DR	19723 E WILLOW DR
61	30462881	19719	E	ALAMOSA	DR	19719 E ALAMOSA DR
62	30462882	19697	E	ALAMOSA	DR	19697 E ALAMOSA DR
63	30462883	19675	E	ALAMOSA	DR	19675 E ALAMOSA DR
64	30462884	19053	S	196TH	PL	19053 S 196TH PL
65	30462885	19117	S	196TH	PL	19117 S 196TH PL
66	30462886	19678	E	POPLAR	DR	19678 E POPLAR DR
67	30462887	19712	E	POPLAR	DR	19712 E POPLAR DR
68	30462888	19728	E	POPLAR	DR	19728 E POPLAR DR
69	30462889	19744	E	POPLAR	DR	19744 E POPLAR DR
70	30462890	19760	E	POPLAR	DR	19760 E POPLAR DR
71	30462891	19776	E	POPLAR	DR	19776 E POPLAR DR
72	30462892	19792	E	POPLAR	DR	19792 E POPLAR DR
73	30462893	19804	E	POPLAR	DR	19804 E POPLAR DR
74	30462894	19816	E	POPLAR	DR	19816 E POPLAR DR
75	30462895	19844	E	POPLAR	DR	19844 E POPLAR DR
76	30462896	19874	E	POPLAR	DR	19874 E POPLAR DR
77	30462897	19910	E	POPLAR	DR	19910 E POPLAR DR
78	30462898	19907	E	POPLAR	DR	19907 E POPLAR DR
79	30462899	19873	E	POPLAR	DR	19873 E POPLAR DR
80	30462900	19855	E	POPLAR	DR	19855 E POPLAR DR
81	30462901	19837	E	POPLAR	DR	19837 E POPLAR DR
82	30462902	19819	E	POPLAR	DR	19819 E POPLAR DR
83	30462903	19811	E	POPLAR	DR	19811 E POPLAR DR
84	30462904	19785	E	POPLAR	DR	19785 E POPLAR DR
85	30462905	19767	E	POPLAR	DR	19767 E POPLAR DR
86	30462906	19751	E	POPLAR	DR	19751 E POPLAR DR
87	30462907	19735	E	POPLAR	DR	19735 E POPLAR DR
88	30462908	19719	E	POPLAR	DR	19719 E POPLAR DR
89	30462909	19703	E	POPLAR	DR	19703 E POPLAR DR
90	30462910	19687	E	POPLAR	DR	19687 E POPLAR DR
91	30462911	19671	E	POPLAR	DR	19671 E POPLAR DR
92	30462912	19150	S	196TH	PL	19150 S 196TH PL
93	30462913	19112	S	196TH	PL	19112 S 196TH PL
94	30462914	19064	S	196TH	PL	19064 S 196TH PL
95	30462915	19022	S	196TH	PL	19022 S 196TH PL
96	30462916	18978	S	196TH	PL	18978 S 196TH PL

**EXHIBIT B  
NOTICE  
OF PROPOSED  
IMPROVEMENT**

**NOTICE OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENTS AND AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING CERTAIN STREETS AND RIGHTS-OF-WAY FOR THE IMPROVEMENT DISTRICT KNOWN AS LA JARA FARMS STREET LIGHTING IMPROVEMENT DISTRICT #68, No. 2013-001.**

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

On the 17<sup>th</sup> day of July, 2013, the Mayor and Town Council of the Town of Queen Creek adopted Resolution 947-13 ordering the improvements of certain streets and rights-of-way within the corporate limits of the Town and creating an Improvement District known as La Jara Farms Street Lighting Improvement District #68, No. 2013-001, pursuant to Title 48, Chapter 4, Arizona Revised Statutes, and amendments thereto for the purpose of purchasing electricity, which includes a charge for the using of lighting facilities and other related items, together with all appurtenant structures as shown on the plans.

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

Further information concerning La Jara Farms Street Lighting Improvement District #68, No. 2013-001, may be obtained by contacting Mr. Chris Dovel, Town Engineer, Town of Queen Creek, 22350 S. Ellsworth Road, Queen Creek, Arizona 85142-9311, (480) 358-3003.

DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Chris Dovel, Town Engineer

Requesting Department:

Development Services



**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

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

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF  
RESOLUTION 952-13 INTENTION TO ORDER THE PURCHASE  
OF ELECTRICITY AND RESOLUTION 953-13 ORDERING THE  
IMPROVEMENTS FOR THE PURPOSE OF PURCHASING  
ELECTRICITY FOR A STREETLIGHT IMPROVEMENT DISTRICT  
(DISTRICT #69, No. 2013-002) FOR EMPEROR ESTATES  
PHASE IV WEST**

**DATE: JULY 17, 2013**

---

**Staff Recommendation:**

Staff recommends approval of Resolution 952-13 Intention to Order the Purchase of Electricity and Resolution 953-13 Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District (District #69, No. 2013-002) for Emperor Estates Phase IV West.

**Relevant Council Goal(s):**

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

**Proposed Motion:**

Move to approve Resolution 952-13 Intention to Order the Purchase of Electricity and Resolution 953-13 Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District (District #69, No. 2013-002) for Emperor Estates Phase IV West.

**Discussion:**

The developer (Lennar Homes) has requested the Council consider these resolutions as the necessary steps in the creation of the district. Currently the developer owns 100% of the land within the proposed district. The developer has also signed the Petition, Waiver and Consent to Formation of a Municipal Improvement District form. Since all property owners have signed this form, they

have agreed to waive the requirements of posting the property for 30 days and publishing the resolution in the Tribune.

**Fiscal Impact:**

Resolution 952-13 and 953-13 will cost the Town staff time in order to prepare the required exhibits and correspondence with the State and County Departments of Revenue to establish the improvement district. The developer has paid the \$500 processing fee for this service.

**Alternatives:**

Council could deny the creation of the Emperor Estates Phase IV West Streetlight Improvement District #69, No. 2013-002 by not approving Resolution 952-13 and 953-13. However, this would result in additional costs to the Town or the lack of streetlights in this area.

**Attachments:**

Resolution 952-13  
Resolution 953-13  
Assessment Diagram  
Legal Description  
Parcel Number Table  
Notice of Proposed Improvement

RESOLUTION 952-13

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS EMPEROR ESTATES PHASE IV WEST STREET LIGHTING IMPROVEMENT DISTRICT #69, NO. 2013-002; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED

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

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

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

Section 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the Town, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the Town make and order that the cost and expense for the purchase of electricity be chargeable upon a district to be known and designated as Emperor Estates Phase IV West Streetlight Improvement District #69, No. 2013-002, and as described and bounded as set forth on Exhibit "A" attached hereto and incorporated by reference, and declare that the district in the Town, benefited by the purchase of electricity for streetlights be assessed to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The Town shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries Emperor Estates Phase IV West Streetlight Improvement District #69, No. 2013-002, and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the Town shall assess the boundaries of Emperor Estates Phase IV West Streetlight Improvement District #69, No. 2013-002, only that portion of such costs and expenses

which benefits the lots, pieces and parcels of land located within the boundaries of Emperor Estates Phase IV West Streetlight Improvement District #69, No. 2013-002.

Section 3. The cost and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Town Engineer shall post or cause to be posted notices thereof; that the Town Clerk shall certify to the passage of this Resolution of Intention; that the engineer shall prepare duplicate diagrams of Emperor Estates Phase IV West Streetlight Improvement District #69, No. 2013-002, described in Section 2 of this Resolution to be addressed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Queen Creek, Arizona, this 17<sup>th</sup> day of July, 2013

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Town Attorney



## RESOLUTION 953-13

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS EMPEROR ESTATES PHASE IV WEST STREET LIGHTING IMPROVEMENT DISTRICT #69, NO. 2013-002, PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS.**

**WHEREAS**, on the 17<sup>th</sup> day of July, 2013, the Mayor and Common Council of the Town of Queen Creek, Arizona, passed and adopted Resolution No. 952-13 declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as Emperor Estates Phase IV West Streetlight Improvement District #69, No. 2013-002; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and

**WHEREAS**, pursuant to ARS 48-617 (A), the Mayor and Common Council of the Town of Queen Creek have acquired immediate jurisdiction to order the improvements upon filing of a petition and waiver by 100% of the property owners within Emperor Estates Phase IV West Streetlight Improvement District #69, No. 2013-002; and

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

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

Section 1. By virtue of the authority vested in the Mayor and Common Council of the Town of Queen Creek by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Common Council of the Town of Queen Creek hereby orders the work or improvement done as described in Resolution No. 953-13 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Common Council of the Town of Queen Creek, Arizona.

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

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

Section 4. That the Town Clerk is hereby authorized and directed to certify that the Diagram and legal description were approved by the Mayor and Common Council of the Town of Queen Creek on the 17<sup>th</sup> day of July, 2013, and after such certification, the Clerk of the Town is hereby authorized and directed to deliver the Diagram and legal description to the Town Engineer. Further, the Town Engineer is hereby authorized and directed to record certified copies of Resolution No. 952-13 and Resolution No. 953-13 and all attachments thereto.

Section 5. That the Town Clerk is hereby directed to prepare and deliver a letter to the Arizona Department of Revenue along with certified copies of Resolution No. 952-13, Resolution No. 953-13 and the assessment diagram and legal description.

Section 6. That the Town Clerk is hereby directed to prepare and deliver a letter to the Maricopa County Assessor along with certified copies of Resolution No. 952-13, Resolution No. 953-13, and the assessment diagram and legal description.

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Queen Creek, Arizona, this 17<sup>th</sup> day of July, 2013.

FOR THE TOWN OF QUEEN CREEK:

\_\_\_\_\_  
Mayor

REVIEWED BY:

\_\_\_\_\_  
Town Manager

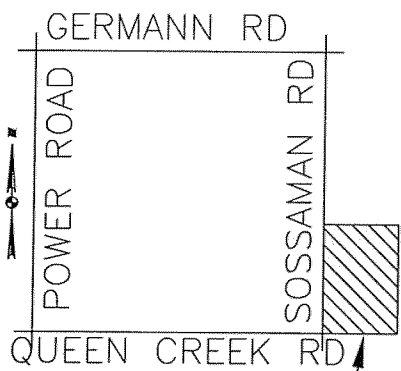
ATTESTED TO:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

ASSESSMENT DIAGRAM FOR EMPEROR ESTATES PHASE IV WEST  
 STREET LIGHT IMPROVEMENT DISTRICT # 69 NO. 2013-002



**AREA MAP**  
NO SCALE

**THIS PROJECT**



**LEGEND:**

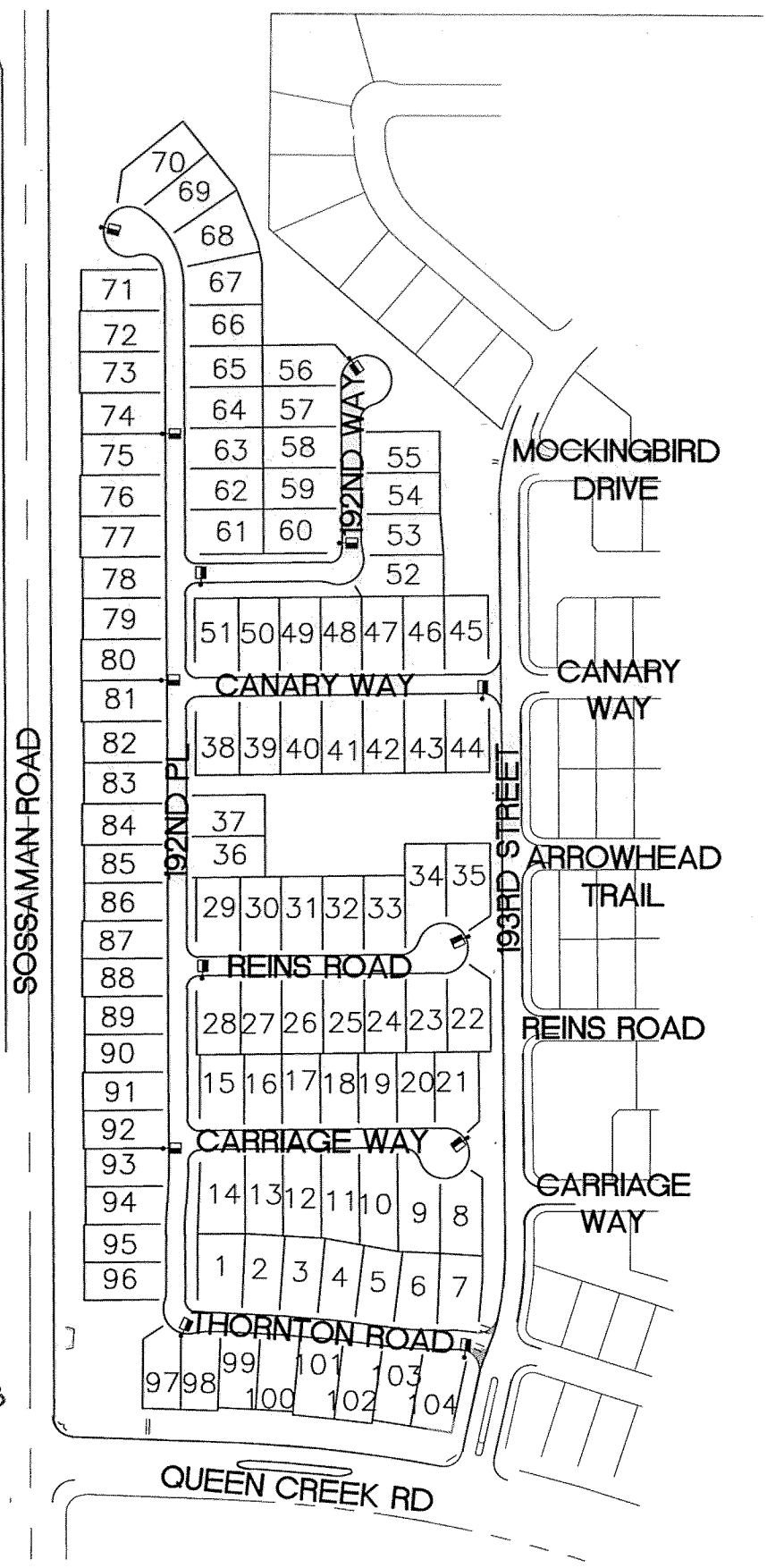
- ▣ 9500 LUMEN DUSK TO DAWN LIGHT, 25'-6" MTG HEIGHT, (4" SQUARE POLE, BRONZE), QUANTITY OF 13

**APPROVAL**

*Aaron D. Kutchinsky*

7-8-13

**TOWN OF QUEEN CREEK ENGINEERING MANAGER**



Wood, Patel & Associates, Inc.  
(602) 335-8500  
www.woodpatel.com

Exhibit "A"

**PARCEL DESCRIPTION**  
**Emperor Estates**

A parcel of land lying within Section 8, Township 2 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said Section 8, a 3-inch Town of Queen Creek brass cap flush, from which the southwest corner of said section, a 3-inch Town of Queen Creek brass cap flush, bears South 89°51'42" East (basis of bearing), a distance of 2662.85 feet;  
**THENCE** along the east-west mid-section line of said section, South 00°50'39" East, a distance of 55.01 feet, to the east line of the west 55 feet of said section and the **POINT OF BEGINNING**;  
**THENCE** leaving said east line, continuing, South 89°51'42" East, a distance of 337.84 feet, to the northwest corner of Emperor Estates Phase 1, as shown on Final Plat, recorded in Book 613, page 40, Maricopa County Records (M.C.R.);  
**THENCE** leaving said east-west mid-section line, along the westerly line of said Final Plat, South 00°08'07" West, a distance of 368.12 feet;  
**THENCE** South 49°39'50" East, a distance of 489.33 feet, to the westerly right-of-way line of 193<sup>rd</sup> Street as shown on said Final Plat and a point of intersection with a non-tangent curve;  
**THENCE** along said westerly right-of-way line, continuing along said westerly line, and the southerly prolongation thereof, southerly along said curve, having a radius of 395.00 feet, concave easterly, whose radius bears South 72°47'49" East, through a central angle of 18°02'50", a distance of 124.42 feet, to the northerly prolongation of said westerly line and said westerly right-of-way line and the curve's end;  
**THENCE** along said prolongation and said westerly line and said westerly right-of-way line, South 00°50'39" East, a distance of 1176.41 feet, to the beginning of a curve;  
**THENCE** southerly along said curve, having a radius of 470.00 feet, concave westerly, through a central angle of 12°15'37", a distance of 100.57 feet, to a point of intersection with a non-tangent line;  
**THENCE** South 18°14'44" West, a distance of 90.73 feet;  
**THENCE** South 11°55'47" West, a distance of 111.69 feet, to the beginning of a curve;  
**THENCE** southwestwardly along said curve, having a radius of 30.00 feet, concave northwesterly, through a central angle of 88°14'36", a distance of 46.20 feet, to the northerly right-of-way line of Queen Creek Road as shown on said Final Plat and a point of reverse curvature;  
**THENCE** leaving said westerly right-of-way line, along said northerly right-of-way line, westerly along said curve, having a radius of 2253.00 feet, concave southerly, through a central angle of 08°23'03", a distance of 329.68 feet, to the curve's end;  
**THENCE** North 88°12'40" West, a distance of 224.84 feet, to the beginning of a curve;  
**THENCE** northwesterly along said curve, having a radius of 30.00 feet, concave northeasterly, through a central angle of 87°22'01", a distance of 45.75 feet, to the east line of the west 55 feet of said section and the curve's end;

**Parcel Description  
Emperor Estates**

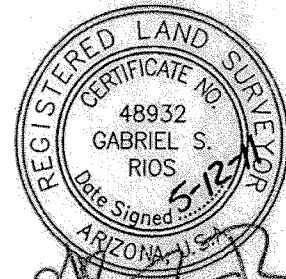
Exhibit "A"

**THENCE** leaving said westerly line and said northerly right-of-way line, along said east line, North 00°50'39" West, a distance of 2232.67 feet, to the **POINT OF BEGINNING**.  
Containing 31.2524 acres, or 1,361,354 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Final Plat for Emperor Estates Phase 1, recorded in Book 613, page 40, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April, 2010 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2010 Parcel Descriptions\103481.02 Emperor Estates L03 05-12-11.doc



EXPIRES 12-31-11

LOTNO	FULLADDR	PARCELNO	ZIP
1	19244 E THORNTON RD	30493562	85142
2	19256 E THORNTON RD	30493563	85142
3	19262 E THORNTON RD	30493564	85142
4	19270 E THORNTON RD	30493565	85142
5	19278 E THORNTON RD	30493566	85142
6	19286 E THORNTON RD	30493567	85142
7	19290 E THORNTON RD	30493568	85142
8	19293 E CARRIAGE WAY	30493569	85142
9	19285 E CARRIAGE WAY	30493570	85142
10	19273 E CARRIAGE WAY	30493571	85142
11	19267 E CARRIAGE WAY	30493572	85142
12	19261 E CARRIAGE WAY	30493573	85142
13	19255 E CARRIAGE WAY	30493574	85142
14	19245 E CARRIAGE WAY	30493575	85142
15	19250 E CARRIAGE WAY	30493576	85142
16	19256 E CARRIAGE WAY	30493577	85142
17	19262 E CARRIAGE WAY	30493578	85142
18	19268 E CARRIAGE WAY	30493579	85142
19	19274 E CARRIAGE WAY	30493580	85142
20	19286 E CARRIAGE WAY	30493581	85142
21	19292 E CARRIAGE WAY	30493582	85142
22	19293 E REINS RD	30493583	85142
23	19289 E REINS RD	30493584	85142
24	19277 E REINS RD	30493585	85142
25	19271 E REINS RD	30493586	85142
26	19265 E REINS RD	30493587	85142
27	19259 E REINS RD	30493588	85142
28	19251 E REINS RD	30493589	85142
29	19254 E REINS RD	30493590	85142
30	19260 E REINS RD	30493591	85142
31	19266 E REINS RD	30493592	85142
32	19272 E REINS RD	30493593	85142
33	19278 E REINS RD	30493594	85142
34	19284 E REINS RD	30493595	85142
35	19294 E REINS RD	30493596	85142
36	20017 S 192ND PL	30493597	85142
37	19999 S 192ND PL	30493598	85142
38	19251 E CANARY WAY	30493599	85142
39	19257 E CANARY WAY	30493600	85142
40	19263 E CANARY WAY	30493601	85142
41	19269 E CANARY WAY	30493602	85142
42	19275 E CANARY WAY	30493603	85142
43	19281 E CANARY WAY	30493604	85142
44	19287 E CANARY WAY	30493605	85142

45	19288 E CANARY WAY	30493606	85142
46	19282 E CANARY WAY	30493607	85142
47	19276 E CANARY WAY	30493608	85142
48	19270 E CANARY WAY	30493609	85142
49	19262 E CANARY WAY	30493610	85142
50	19258 E CANARY WAY	30493611	85142
51	19252 E CANARY WAY	30493612	85142
52	19875 S 192ND WAY	30493613	85142
53	19857 S 192ND WAY	30493614	85142
54	19839 S 192ND WAY	30493615	85142
55	19821 S 192ND WAY	30493616	85142
56	19782 S 192ND WAY	30493617	85142
57	19800 S 192ND WAY	30493618	85142
58	19818 S 192ND WAY	30493619	85142
59	19836 S 192ND WAY	30493620	85142
60	19854 S 192ND WAY	30493621	85142
61	19855 S 192ND PL	30493622	85142
62	19837 S 192ND PL	30493623	85142
63	19819 S 192ND PL	30493624	85142
64	19801 S 192ND PL	30493625	85142
65	19783 S 192ND PL	30493626	85142
66	19765 S 192ND PL	30493627	85142
67	19747 S 192ND PL	30493628	85142
68	19729 S 192ND PL	30493629	85142
69	19711 S 192ND PL	30493630	85142
70	19693 S 192ND PL	30493631	85142
71	19748 S 192ND PL	30493632	85142
72	19766 S 192ND PL	30493633	85142
73	19784 S 192ND PL	30493634	85142
74	19802 S 192ND PL	30493635	85142
75	19822 S 192ND PL	30493636	85142
76	19840 S 192ND PL	30493637	85142
77	19858 S 192ND PL	30493638	85142
78	19876 S 192ND PL	30493639	85142
79	19904 S 192ND PL	30493640	85142
80	19922 S 192ND PL	30493641	85142
81	19940 S 192ND PL	30493642	85142
82	19958 S 192ND PL	30493643	85142
83	19976 S 192ND PL	30493644	85142
84	20002 S 192ND PL	30493645	85142
85	20022 S 192ND PL	30493646	85142
86	20040 S 192ND PL	30493647	85142
87	20058 S 192ND PL	30493648	85142
88	20076 S 192ND PL	30493649	85142
89	20094 S 192ND PL	30493650	85142
90	20122 S 192ND PL	30493651	85142

91	20140 S 192ND PL	30493652	85142
92	20158 S 192ND PL	30493653	85142
93	20176 S 192ND PL	30493654	85142
94	20194 S 192ND PL	30493655	85142
95	20204 S 192ND PL	30493656	85142
96	20222 S 192ND PL	30493657	85142
97	19231 E THORNTON RD	30493658	85142
98	19241 E THORNTON RD	30493659	85142
99	19249 E THORNTON RD	30493660	85142
100	19257 E THORNTON RD	30493661	85142
101	19265 E THORNTON RD	30493662	85142
102	19273 E THORNTON RD	30493663	85142
103	19287 E THORNTON RD	30493664	85142
104	19291 E THORNTON RD	30493665	85142
TRACT B	20006 S 193RD ST		85142



**EXHIBIT B  
NOTICE  
OF PROPOSED  
IMPROVEMENT**

**NOTICE OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENTS AND AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING CERTAIN STREETS AND RIGHTS-OF-WAY FOR THE IMPROVEMENT DISTRICT KNOWN AS EMPEROR ESTATES PHASE IV WEST STREET LIGHTING IMPROVEMENT DISTRICT #69, No. 2013-002.**

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

On the 17<sup>th</sup> day of July, 2013, the Mayor and Town Council of the Town of Queen Creek adopted Resolution 953-13 ordering the improvements of certain streets and rights-of-way within the corporate limits of the Town and creating an Improvement District known as Emperor Estates Phase IV West Street Lighting Improvement District #69, No. 2013-002, pursuant to Title 48, Chapter 4, Arizona Revised Statutes, and amendments thereto for the purpose of purchasing electricity, which includes a charge for the using of lighting facilities and other related items, together with all appurtenant structures as shown on the plans.

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

Further information concerning Emperor Estates Phase IV West Street Lighting Improvement District #69, No. 2013-002, may be obtained by contacting Mr. Chris Dovel, Town Engineer, Town of Queen Creek, 22350 S. Ellsworth Road, Queen Creek, Arizona 85142-9311, (480) 358-3003.

DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Chris Dovel, Town Engineer

Requesting Department:

Development Services



**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

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

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF  
RESOLUTION 954-13 INTENTION TO ORDER THE PURCHASE  
OF ELECTRICITY AND RESOLUTION 955-13 ORDERING THE  
IMPROVEMENTS FOR THE PURPOSE OF PURCHASING  
ELECTRICITY FOR A STREETLIGHT IMPROVEMENT DISTRICT  
(DISTRICT #70, No. 2013-003) FOR VICTORIA PARCEL 10**

**DATE: JULY 17, 2013**

---

**Staff Recommendation:**

Staff recommends approval of Resolution 954-13 Intention to Order the Purchase of Electricity and Resolution 955-13 Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District (District #70, No. 2013-003) for Victoria Parcel 10.

**Relevant Council Goal(s):**

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

**Proposed Motion:**

Move to approve Resolution 954-13 Intention to Order the Purchase of Electricity and Resolution 955-13 Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District (District #70, No. 2013-003) for Victoria Parcel 10.

**Discussion:**

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

publishing the resolution in the Tribune.

**Fiscal Impact:**

Resolution 954-13 and 955-13 will cost the Town staff time in order to prepare the required exhibits and correspondence with the State and County Departments of Revenue to establish the improvement district. The developer has paid the \$500 processing fee for this service.

**Alternatives:**

Council could deny the creation of the Victoria Parcel 10 Streetlight Improvement District #70, No. 2013-003 by not approving Resolution 954-13 and 955-13. However, this would result in additional costs to the Town or the lack of streetlights in this area.

**Attachments:**

Resolution 954-13  
Resolution 955-13  
Assessment Diagram  
Legal Description  
Parcel Number Table  
Notice of Proposed Improvement

## RESOLUTION 954-13

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS VICTORIA PARCEL 10 STREET LIGHTING IMPROVEMENT DISTRICT #70, NO. 2013-003; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED**

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

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

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

Section 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the Town, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the Town make and order that the cost and expense for the purchase of electricity be chargeable upon **a district to be known and designated as Victoria Parcel 10 Streetlight Improvement District #70, No. 2013-003, and as described and bounded as set forth on Exhibit "A" attached hereto and incorporated by reference, and declare that the district in the Town, benefited by the purchase of electricity for streetlights be assessed to pay the costs and expenses thereof in proportion to the benefits derived therefrom.**

The Town shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries Victoria Parcel 10 Streetlight Improvement District #70, No. 2013-003, and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the Town shall assess the boundaries of Victoria Parcel 10 Streetlight Improvement District #70, No. 2013-003, only that portion of such costs and expenses which benefits the lots, pieces and

parcels of land located within the boundaries of Victoria Parcel 10 Streetlight Improvement District #70, No. 2013-003.

Section 3. The cost and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Town Engineer shall post or cause to be posted notices thereof; that the Town Clerk shall certify to the passage of this Resolution of Intention; that the engineer shall prepare duplicate diagrams of Victoria Parcel 10 Streetlight Improvement District #70, No. 2013-003, described in Section 2 of this Resolution to be addressed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Queen Creek, Arizona, this 17<sup>th</sup> day of July, 2013

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Town Attorney

**RESOLUTION 955-13**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS VICTORIA PARCEL 10 STREET LIGHTING IMPROVEMENT DISTRICT #70, NO. 2013-003, PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS.**

**WHEREAS**, on the 17<sup>th</sup> day of July, 2013, the Mayor and Common Council of the Town of Queen Creek, Arizona, passed and adopted Resolution No. 954-13 declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as Victoria Parcel 10 Streetlight Improvement District #70, No. 2013-003; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and

**WHEREAS**, pursuant to ARS 48-617 (A), the Mayor and Common Council of the Town of Queen Creek have acquired immediate jurisdiction to order the improvements upon filing of a petition and waiver by 100% of the property owners within Victoria Parcel 10 Streetlight Improvement District #70, No. 2013-003; and

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

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

Section 1. By virtue of the authority vested in the Mayor and Common Council of the Town of Queen Creek by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Common Council of the Town of Queen Creek hereby orders the work or improvement done as described in Resolution No. 955-13 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Common Council of the Town of Queen Creek, Arizona.

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

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

Section 4. That the Town Clerk is hereby authorized and directed to certify that the Diagram and legal description were approved by the Mayor and Common Council of the Town of Queen Creek on the 17<sup>th</sup> day of July, 2013, and after such certification, the Clerk of the Town is hereby authorized and directed to deliver the Diagram and legal description to the Town Engineer. Further, the Town Engineer is hereby authorized and directed to record certified copies of Resolution No. 954-13 and Resolution No. 955-13 and all attachments thereto.

Section 5. That the Town Clerk is hereby directed to prepare and deliver a letter to the Arizona Department of Revenue along with certified copies of Resolution No. 954-13, Resolution No. 955-13 and the assessment diagram and legal description.

Section 6. That the Town Clerk is hereby directed to prepare and deliver a letter to the Maricopa County Assessor along with certified copies of Resolution No. 954-13, Resolution No. 955-13, and the assessment diagram and legal description.

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Queen Creek, Arizona, this 17<sup>th</sup> day of July, 2013.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

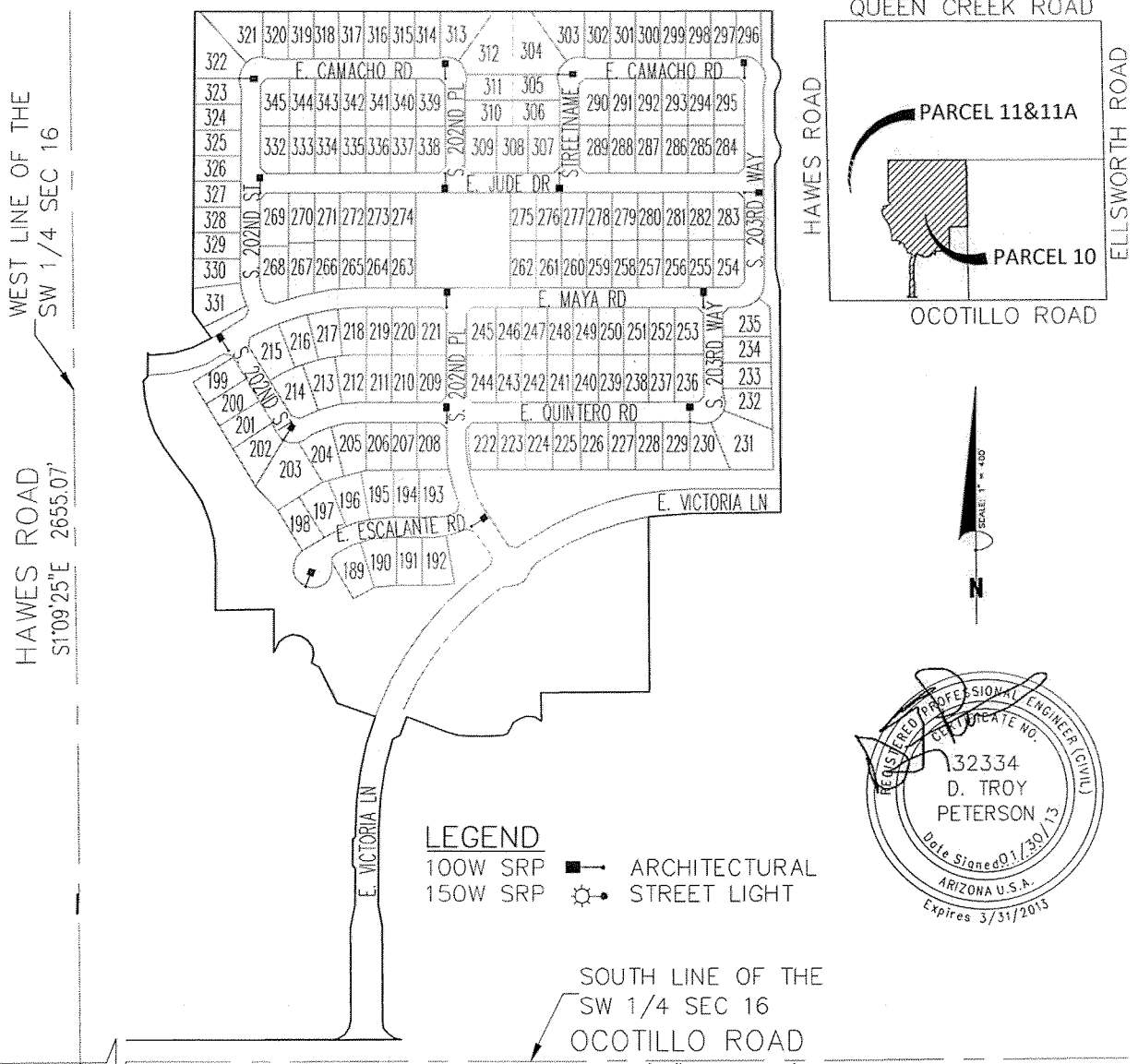
REVIEWED BY:

APPROVED AS TO FORM:

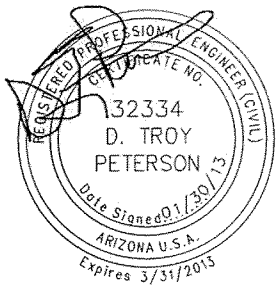
\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Town Attorney

# VICTORIA PARCEL 10 STREET LIGHT IMPROVEMENT DISTRICT



- LEGEND**
- 100W SRP    ■ —> ARCHITECTURAL
  - 150W SRP    ⚙ —> STREET LIGHT



WEST LINE OF THE SW 1/4 SEC 16  
 HAWES ROAD  
 S1°09'25"E 2655.07'

SW COR SEC 16  
 T2S, R7E

SOUTH LINE OF THE SW 1/4 SEC 16  
 OCOTILLO ROAD  
 S89°48'33"W 2640.70'

APPROVAL *Ch a D* TOWN OF QUEEN CREEK ENGINEERING MANAGER  
 DATE 7-8-13

ASSESSMENT DIAGRAM OF VICTORIA PARCEL 10  
 STREET LIGHT IMPROVEMENT DISTRICT: 70  
 No. 2013-003

**Bowman CONSULTING**  
 3010 South Priest Drive Ste 103 Phone: (480) 629-8830  
 Tempe, Arizona 85282 www.bowmanconsulting.com

**VICTORIA PARCELS 10**  
 QUEEN CREEK, ARIZONA  
 S.L.I.D

JOB #	9712-01-001
DATE	01/30/13
SCALE	1" = 400'
DRAWN	DD
SHT	1 OF 1



## Legal Description

A PORTION OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HAND HOLE FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 16 BEARS SOUTH  $00^{\circ}58'27''$ E (AN ASSUMED BEARING), 2655.12 FEET; THENCE  $S89^{\circ}55'05''$ E, ALONG THE EAST-WEST MIDSECTION LINE OF SAID SECTION 16, 1156.46 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING  $S89^{\circ}55'05''$ E, ALONG SAID EAST-WEST MIDSECTION LINE, 1,481.98 FEET; THENCE  $S00^{\circ}00'29''$ E, 118.69 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT LIES  $S34^{\circ}21'56''$ W, 50.09 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $92^{\circ}29'47''$ , AN ARC DISTANCE OF 80.72 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF  $36^{\circ}52'12''$ ; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 16.09 FEET; THENCE  $S00^{\circ}00'29''$ E, 102.53 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF  $34^{\circ}04'03''$ ; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 14.86 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF  $75^{\circ}26'44''$ ; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 72.42 FEET; THENCE  $S00^{\circ}00'29''$ E, 264.42 FEET; THENCE  $S11^{\circ}37'27''$ E, 53.24 FEET; THENCE  $S00^{\circ}00'29''$ E, 563.91 FEET; THENCE  $S89^{\circ}59'20''$ W, 226.86 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 690.00 FEET AND A CENTRAL ANGLE OF  $09^{\circ}14'49''$ ; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 111.36 FEET; THENCE  $S00^{\circ}00'29''$ E, 442.48 FEET; THENCE  $S89^{\circ}59'06''$ W, 275.01 FEET; THENCE  $S00^{\circ}00'40''$ E, 71.72 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT LIES  $S40^{\circ}01'12''$ W, 50.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $111^{\circ}39'06''$ , AN ARC DISTANCE OF 97.43 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF  $64^{\circ}56'19''$ ; THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 22.67 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF  $06^{\circ}40'55''$ ; THENCE WESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 37.90 FEET; THENCE  $S89^{\circ}59'20''$ W, 42.23 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF  $20^{\circ}23'45''$ ; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 62.30 FEET; THENCE  $N69^{\circ}36'55''$ W, 109.25 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT LIES  $S67^{\circ}39'10''$ E, 730.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $03^{\circ}55'30''$ , AN ARC DISTANCE OF 50.01 FEET; THENCE  $S64^{\circ}09'07''$ W, 20.75 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT LIES  $S72^{\circ}41'31''$ E, 745.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $17^{\circ}18'58''$ , AN ARC DISTANCE OF 225.16 FEET; THENCE  $S00^{\circ}00'29''$ E, 198.34 FEET; THENCE  $S10^{\circ}18'47''$ E, 55.90 FEET; THENCE  $S00^{\circ}00'29''$ E, 235.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF  $90^{\circ}00'00''$ ; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 78.54 FEET; THENCE  $S89^{\circ}59'31''$ W, 180.00 FEET; THENCE  $N00^{\circ}00'29''$ W, 8.00 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT LIES  $N00^{\circ}00'29''$ W, 42.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , AN ARC DISTANCE OF 65.97 FEET; THENCE  $N00^{\circ}00'29''$ W, 235.72 FEET; THENCE  $N10^{\circ}17'48''$ E, 55.90 FEET; THENCE  $N00^{\circ}00'29''$ W, 87.89 FEET; THENCE  $N45^{\circ}00'29''$ W, 14.59 FEET; THENCE  $S89^{\circ}59'31''$ W, 2.20 FEET; THENCE  $N00^{\circ}00'29''$ W, 66.00 FEET; THENCE  $N89^{\circ}59'31''$ E, 2.20 FEET; THENCE  $N44^{\circ}59'31''$ E, 14.59 FEET; THENCE  $N00^{\circ}00'29''$ W, 21.10 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 813.00 FEET AND A CENTRAL ANGLE OF  $20^{\circ}09'45''$ ; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 286.10 FEET; THENCE  $N69^{\circ}50'44''$ W, 93.96 FEET; THENCE  $N27^{\circ}08'36''$ W, 101.67 FEET; THENCE  $N63^{\circ}16'48''$ W, 13.51 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET AND A CENTRAL ANGLE OF  $178^{\circ}56'30''$ ; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 181.14 FEET; THENCE  $N00^{\circ}00'29''$ W, 86.37 FEET; THENCE  $S89^{\circ}59'31''$ W, 142.00 FEET; THENCE  $N00^{\circ}00'29''$ W, 124.44 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 333.00 FEET AND A CENTRAL ANGLE OF  $36^{\circ}24'21''$ ; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 211.50 FEET; THENCE  $N36^{\circ}24'50''$ W, 115.60 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 267.00 FEET AND A CENTRAL ANGLE OF  $36^{\circ}29'45''$ ; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 170.07 FEET; THENCE  $N00^{\circ}04'55''$ E, 1.80 FEET; THENCE  $N45^{\circ}04'55''$ E, 14.59 FEET; THENCE  $S89^{\circ}55'05''$ E, 8.71 FEET; THENCE  $N00^{\circ}04'55''$ E, 58.00 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT LIES  $N00^{\circ}04'55''$ E, 275.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $31^{\circ}52'53''$ , AN ARC DISTANCE OF 153.02 FEET; THENCE  $N36^{\circ}43'34''$ W, 35.42 FEET; THENCE  $N33^{\circ}42'22''$ W, 46.85 FEET; THENCE  $N00^{\circ}04'55''$ E, 760.22 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,474,469 SQUARE FEET OR 56.81 ACRES, MORE OR LESS.

Parcel 10

Exhibit A

## Victoria Parcel 10

LOT #	ADDRESS	PARCEL #
189	20231 E ESCALANTE RD	31405817
190	20241 E ESCALANTE RD	31405818
191	20257 E ESCALANTE RD	31405819
192	20265 E ESCALANTE RD	31405820
193	20268 E ESCALANTE RD	31405821
194	20256 E ESCALANTE RD	31405822
195	20246 E ESCALANTE RD	31405823
196	20236 E ESCALANTE RD	31405824
197	20228 E ESCALANTE RD	31405825
198	20220 E ESCALANTE RD	31405826
199	21478 S 202ND ST	31405827
200	21494 S 202ND ST	31405828
201	21510 S 202ND ST	31405829
202	21526 S 202ND ST	31405830
203	20209 E QUINTERO RD	31405831
204	20221 E QUINTERO RD	31405832
205	20231 E QUINTERO RD	31405833
206	20241 E QUINTERO RD	31405834
207	20251 E QUINTERO RD	31405835
208	20261 E QUINTERO RD	31405836
209	20262 E QUINTERO RD	31405837
210	20252 E QUINTERO RD	31405838
211	20242 E QUINTERO RD	31405839
212	20232 E QUINTERO RD	31405840
213	20222 E QUINTERO RD	31405841
214	20212 E QUINTERO RD	31405842
215	20201 E MAYA RD	31405843
216	20211 E MAYA RD	31405844
217	20223 E MAYA RD	31405845
218	20233 E MAYA RD	31405846
219	20243 E MAYA RD	31405847
220	20253 E MAYA RD	31405848
221	20263 E MAYA RD	31405849
222	20281 E QUINTERO RD	31405850
223	20293 E QUINTERO RD	31405851
224	20305 E QUINTERO RD	31405852
225	20317 E QUINTERO RD	31405853
226	20327 E QUINTERO RD	31405854
227	20339 E QUINTERO RD	31405855
228	20349 E QUINTERO RD	31405856
229	20359 E QUINTERO RD	31405857
230	20369 E QUINTERO RD	31405858
231	20377 E QUINTERO RD	31405859
232	21505 S 203RD WAY	31405860
233	21485 S 203RD WAY	31405861
234	21465 S 203RD WAY	31405862
235	21445 S 203RD WAY	31405863
236	20362 E QUINTERO RD	31405864
237	20352 E QUINTERO RD	31405865
238	20342 E QUINTERO RD	31405866
239	20332 E QUINTERO RD	31405867

### Victoria Parcel 10

240	20322 E QUINTERO RD	31405868
241	20312 E QUINTERO RD	31405869
242	20302 E QUINTERO RD	31405870
243	20292 E QUINTERO RD	31405871
244	20282 E QUINTERO RD	31405872
245	20285 E MAYA RD	31405873
246	20295 E MAYA RD	31405874
247	20305 E MAYA RD	31405875
248	20315 E MAYA RD	31405876
249	20325 E MAYA RD	31405877
250	20335 E MAYA RD	31405878
251	20345 E MAYA RD	31405879
252	20355 E MAYA RD	31405880
253	20365 E MAYA RD	31405881
254	20384 E MAYA RD	31405882
255	20374 E MAYA RD	31405883
256	20364 E MAYA RD	31405884
257	20354 E MAYA RD	31405885
258	20344 E MAYA RD	31405886
259	20334 E MAYA RD	31405887
260	20324 E MAYA RD	31405888
261	20304 E MAYA RD	31405889
262	20294 E MAYA RD	31405890
263	20254 E MAYA RD	31405891
264	20244 E MAYA RD	31405892
265	20234 E MAYA RD	31405893
266	20224 E MAYA RD	31405894
267	20214 E MAYA RD	31405895
268	20204 E MAYA RD	31405896
269	20205 E RUSSET RD	31405897
270	20215 E RUSSET RD	31405898
271	20225 E RUSSET RD	31405899
272	20235 E RUSSET RD	31405900
273	20245 E RUSSET RD	31405901
274	20255 E RUSSET RD	31405902
275	20303 E RUSSET RD	31405903
276	20311 E RUSSET RD	31405904
277	20323 E RUSSET RD	31405905
278	20333 E RUSSET RD	31405906
279	20343 E RUSSET RD	31405907
280	20353 E RUSSET RD	31405908
281	20363 E RUSSET RD	31405909
282	20373 E RUSSET RD	31405910
283	20383 E RUSSET RD	31405911
284	20382 E RUSSET RD	31405912
285	20372 E RUSSET RD	31405913
286	20362 E RUSSET RD	31405914
287	20352 E RUSSET RD	31405915
288	20342 E RUSSET RD	31405916
289	20332 E RUSSET RD	31405917
290	20331 E CAMACHO RD	31405918
291	20341 E CAMACHO RD	31405919

## Victoria Parcel 10

292		20351 E CAMACHO RD		31405920
293		20361 E CAMACHO RD		31405921
294		20371 E CAMACHO RD		31405922
295		20381 E CAMACHO RD		31405923
296		20390 E CAMACHO RD		31405924
297		20380 E CAMACHO RD		31405925
298		20370 E CAMACHO RD		31405926
299		20360 E CAMACHO RD		31405927
300		20350 E CAMACHO RD		31405928
301		20340 E CAMACHO RD		31405929
302		20330 E CAMACHO RD		31405930
303		20320 E CAMACHO RD		31405931
304		21246 S 203RD PL		31405932
305		21260 S 203RD PL		31405933
306		21280 S 203RD PL		31405934
307		20312 E RUSSET RD		31405935
308		20302 E RUSSET RD		31405936
309		20292 E RUSSET RD		31405937
310		21281 S 202ND PL		31405938
311		21261 S 202ND PL		31405939
312		21245 S 202ND PL		31405940
313		20278 E CAMACHO RD		31405941
314		20268 E CAMACHO RD		31405942
315		20258 E CAMACHO RD		31405943
316		20248 E CAMACHO RD		31405944
317		20238 E CAMACHO RD		31405945
318		20228 E CAMACHO RD		31405946
319		20218 E CAMACHO RD		31405947
320		20208 E CAMACHO RD		31405948
321		20200 E CAMACHO RD		31405949
322		21250 S 202ND ST		31405950
323		21262 S 202ND ST		31405951
324		21282 S 202ND ST		31405952
325		21302 S 202ND ST		31405953
326		21322 S 202ND ST		31405954
327		21342 S 202ND ST		31405955
328		21362 S 202ND ST		31405956
329		21382 S 202ND ST		31405957
330		21402 S 202ND ST		31405958
331		21422 S 202ND ST		31405959
332		20206 E RUSSET RD		31405960
333		20216 E RUSSET RD		31405961
334		20226 E RUSSET RD		31405962
335		20236 E RUSSET RD		31405963
336		20246 E RUSSET RD		31405964
337		20256 E RUSSET RD		31405965
338		20266 E RUSSET RD		31405966
339		20267 E CAMACHO RD		31405967
340		20257 E CAMACHO RD		31405968
341		20247 E CAMACHO RD		31405969
342		20237 E CAMACHO RD		31405970
343		20227 E CAMACHO RD		31405971

### Victoria Parcel 10

344		20217 E CAMACHO RD		31405972
345		20207 E CAMACHO RD		31405973

**EXHIBIT B  
NOTICE  
OF PROPOSED  
IMPROVEMENT**

**NOTICE OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENTS AND AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING CERTAIN STREETS AND RIGHTS-OF-WAY FOR THE IMPROVEMENT DISTRICT KNOWN AS VICTORIA PARCEL 10 STREET LIGHTING IMPROVEMENT DISTRICT #70, No. 2013-003.**

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

On the 17<sup>th</sup> day of July, 2013, the Mayor and Town Council of the Town of Queen Creek adopted Resolution 955-13 ordering the improvements of certain streets and rights-of-way within the corporate limits of the Town and creating an Improvement District known as Victoria Parcel 10 Street Lighting Improvement District #70, No. 2013-003, pursuant to Title 48, Chapter 4, Arizona Revised Statutes, and amendments thereto for the purpose of purchasing electricity, which includes a charge for the using of lighting facilities and other related items, together with all appurtenant structures as shown on the plans.

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

Further information concerning Victoria Parcel 10 Street Lighting Improvement District #70, No. 2013-003, may be obtained by contacting Mr. Chris Dovel, Town Engineer, Town of Queen Creek, 22350 S. Ellsworth Road, Queen Creek, Arizona 85142-9311, (480) 358-3003.

DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Chris Dovel, Town Engineer



Requesting Department:

Development Services

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

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

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF  
RESOLUTION 956-13 INTENTION TO ORDER THE PURCHASE  
OF ELECTRICITY AND RESOLUTION 957-13 ORDERING THE  
IMPROVEMENTS FOR THE PURPOSE OF PURCHASING  
ELECTRICITY FOR A STREETLIGHT IMPROVEMENT DISTRICT  
(DISTRICT #71, No. 2013-004) FOR VICTORIA PARCELS 11 &  
11A**

**DATE: JULY 17, 2013**

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**Staff Recommendation:**

Staff recommends approval of Resolution 956-13 Intention to Order the Purchase of Electricity and Resolution 957-13 Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District (District #71, No. 2013-004) for Victoria Parcels 11 & 11A.

**Relevant Council Goal(s):**

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

**Proposed Motion:**

Move to approve Resolution 956-13 Intention to Order the Purchase of Electricity and Resolution 957-13 Ordering the Improvements for the Purpose of Purchasing Electricity for a Streetlight Improvement District (District #71, No. 2013-004) for Victoria Parcels 11 & 11A.

**Discussion:**

The developer (Meritage Homes) has requested the Council consider these resolutions as the necessary steps in the creation of the district. Currently the developer owns 100% of the land within the proposed district. The developer has also signed the Petition, Waiver and Consent to Formation of a Municipal Improvement District form. Since all property owners have signed this form, they

have agreed to waive the requirements of posting the property for 30 days and publishing the resolution in the Tribune.

**Fiscal Impact:**

Resolution 956-13 and 957-13 will cost the Town staff time in order to prepare the required exhibits and correspondence with the State and County Departments of Revenue to establish the improvement district. The developer has paid the \$500 processing fee for this service.

**Alternatives:**

Council could deny the creation of the Victoria Parcels 11 & 11A Streetlight Improvement District #71, No. 2013-004 by not approving Resolution 956-13 and 957-13. However, this would result in additional costs to the Town or the lack of streetlights in this area.

**Attachments:**

Resolution 956-13  
Resolution 957-13  
Assessment Diagram  
Legal Description  
Parcel Number Table  
Notice of Proposed Improvement



## RESOLUTION 956-13

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS VICTORIA PARCELS 11 & 11A STREET LIGHTING IMPROVEMENT DISTRICT #71, NO. 2013-004; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED**

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

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

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

Section 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the Town, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the Town make and order that the cost and expense for the purchase of electricity be chargeable upon **a district to be known and designated as Victoria Parcels 11 & 11A Streetlight Improvement District #71, No. 2013-004, and as described and bounded as set forth on Exhibit "A" attached hereto and incorporated by reference, and declare that the district in the Town, benefited by the purchase of electricity for streetlights be assessed to pay the costs and expenses thereof in proportion to the benefits derived therefrom.**

The Town shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries Victoria Parcel 11 & 11A Streetlight Improvement District #71, No. 2013-004, and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the Town shall assess the boundaries of Victoria Parcels 11 & 11A Streetlight Improvement District #71, No. 2013-004, only that portion of such costs and expenses which benefits the lots, pieces

and parcels of land located within the boundaries of Victoria Parcels 11 & 11A Streetlight Improvement District #71, No. 2013-004.

Section 3. The cost and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Town Engineer shall post or cause to be posted notices thereof; that the Town Clerk shall certify to the passage of this Resolution of Intention; that the engineer shall prepare duplicate diagrams of Victoria Parcels 11 & 11A Streetlight Improvement District #71, No. 2013-004, described in Section 2 of this Resolution to be addressed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Queen Creek, Arizona, this 17<sup>th</sup> day of July, 2013

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Town Attorney

**RESOLUTION 957-13**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS VICTORIA PARCELS 11 & 11A STREET LIGHTING IMPROVEMENT DISTRICT #71, NO. 2013-004, PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS.**

**WHEREAS**, on the 17<sup>th</sup> day of July, 2013, the Mayor and Common Council of the Town of Queen Creek, Arizona, passed and adopted Resolution No. 956-13 declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as Victoria Parcels 11 & 11A Streetlight Improvement District #71, No. 2013-004; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and

**WHEREAS**, pursuant to ARS 48-617 (A), the Mayor and Common Council of the Town of Queen Creek have acquired immediate jurisdiction to order the improvements upon filing of a petition and waiver by 100% of the property owners within Victoria Parcels 11 & 11A Streetlight Improvement District #71, No. 2013-004; and

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

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

Section 1. By virtue of the authority vested in the Mayor and Common Council of the Town of Queen Creek by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Common Council of the Town of Queen Creek hereby orders the work or improvement done as described in Resolution No. 957-13 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Common Council of the Town of Queen Creek, Arizona.

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

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

Section 4. That the Town Clerk is hereby authorized and directed to certify that the Diagram and legal description were approved by the Mayor and Common Council of the Town of Queen Creek on the 17<sup>th</sup> day of July, 2013, and after such certification, the Clerk of the Town is hereby authorized and directed to deliver the Diagram and legal description to the Town Engineer. Further, the Town Engineer is hereby authorized and directed to record certified copies of Resolution No. 956-13 and Resolution No. 957-13 and all attachments thereto.

Section 5. That the Town Clerk is hereby directed to prepare and deliver a letter to the Arizona Department of Revenue along with certified copies of Resolution No. 956-13, Resolution No. 957-13 and the assessment diagram and legal description.

Section 6. That the Town Clerk is hereby directed to prepare and deliver a letter to the Maricopa County Assessor along with certified copies of Resolution No. 956-13, Resolution No. 957-13, and the assessment diagram and legal description.

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Queen Creek, Arizona, this 17<sup>th</sup> day of July, 2013.

FOR THE TOWN OF QUEEN CREEK:

\_\_\_\_\_  
Mayor

REVIEWED BY:

\_\_\_\_\_  
Town Manager

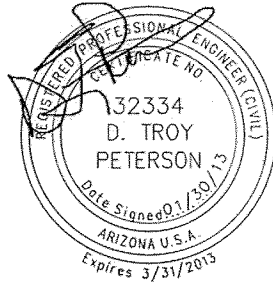
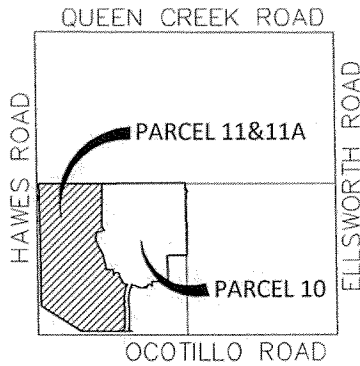
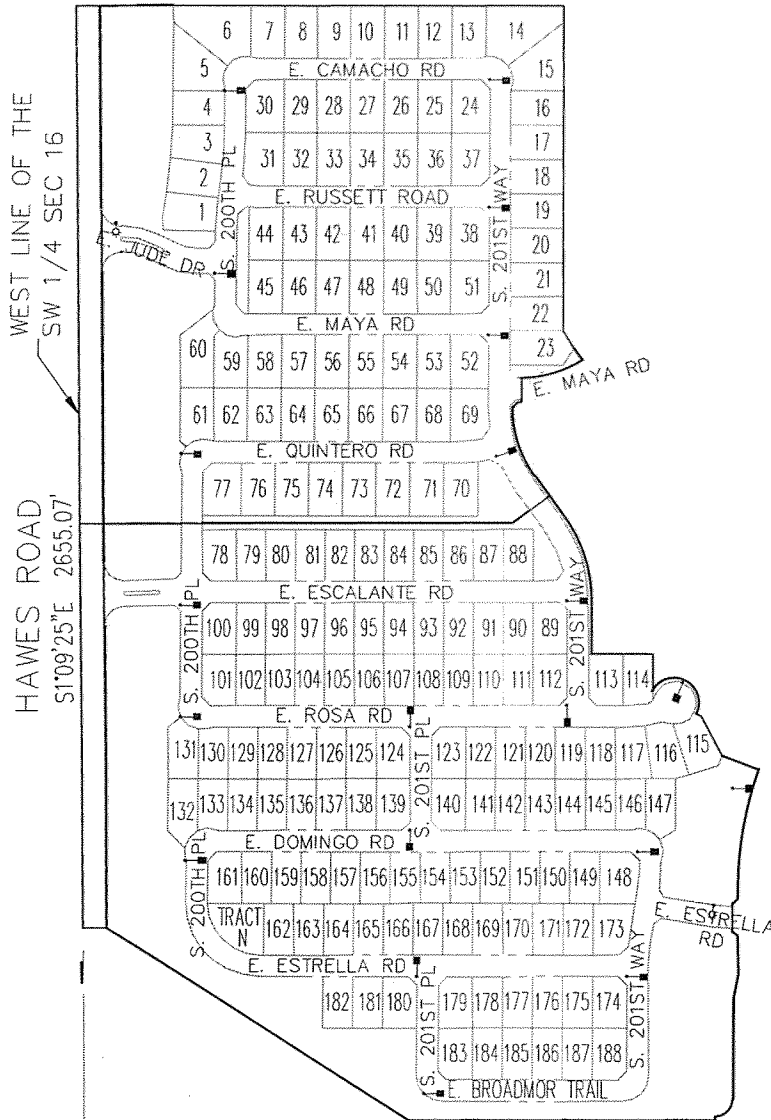
ATTESTED TO:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

VICTORIA PARCEL 11 & 11A STREET LIGHT IMPROVEMENT DISTRICT



**LEGEND**

- 100W SRP ARCHITECTURAL
- 150W SRP STREET LIGHT

SOUTH LINE OF THE SW 1/4 SEC 16

S89°48'33"W 2640.70'  
OCOTILLO ROAD

SW COR SEC 16  
T2S, R7E

APPROVAL

*Chi A. D.*

7-8-13

TOWN OF QUEEN CREEK  
ENGINEERING MANAGER

DATE

ASSESSMENT DIAGRAM OF VICTORIA PARCEL 11 & 11A  
STREET LIGHT IMPROVEMENT DISTRICT: 71  
No. 2013-004

**Bowman**  
CONSULTING

3010 South Priest Drive Ste 103 Phone: (480) 629-8830  
Tempe, Arizona 85282 www.bowmanconsulting.com

VICTORIA PARCELS 11 & 11A

QUEEN CREEK, ARIZONA

S.L.I.D

JOB #	9712-01-001
DATE	01/30/13
SCALE	1" = 400'
DRAWN	DD
SHT	1 OF 1

Exhibit A

**PARCEL 11  
LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN DESCRIBED AS FOLLOWS:  
COMMENCING AT A BRASS CAP IN HAND HOLE FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A BRASS CAP FLUSH FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 16 BEARS S00°58'27"E, 2,655.12 FEET;  
THENCE S89°55'05"E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 55.01 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE S89°55'05"E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1,101.45 FEET;  
THENCE S00°04'55"W, 760.22 FEET;  
THENCE S33°42'22"E, 46.85 FEET;  
THENCE S36°43'34"E, 35.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT LIES N31°47'59"W, 275.00 FEET;  
THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°52'54", AN ARC DISTANCE OF 153.02 FEET;  
THENCE S00°04'55"W, 58.00 FEET;  
THENCE N89°55'05"W, 8.7 FEET;  
THENCE S45°04'55"W, 14.59 FEET;  
THENCE S00°04'55"W, 1.80 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 267.00 FEET AND A CENTRAL ANGLE OF 36°29'45";  
THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 170.07 FEET;  
THENCE S36°24'50"E, 57.80 FEET;  
THENCE S53°35'10"W, 107.14 FEET;  
THENCE S89°59'31"W, 962.76 FEET TO A POINT ON THE EAST LINE OF THE WEST 55.00 FEET OF SAID SOUTHWEST QUARTER;  
THENCE N00°58'27"W, ALONG SAID EAST LINE, 1,209.82 FEET TO THE TRUE POINT OF BEGINNING.  
THE ABOVE DESCRIBED PARCEL CONTAINS 1,289,659 SQUARE FEET OR 29.6065 ACRES, MORE OR LESS.

**PARCEL 11A  
LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN DESCRIBED AS FOLLOWS:  
COMMENCING AT A BRASS CAP FLUSH FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 16, FROM WHICH A BRASS CAP IN A HAND HOLE FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16 BEARS N00°58'27"W, 2,655.12 FEET;  
THENCE N00°58'27"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 1,445.21 FEET; THENCE N89°59'31"E, 55.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE N89°59'31"E, 962.76 FEET;  
THENCE N53°35'10"E, 107.14 FEET;  
THENCE S36°24'50"E, 57.80 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 333.00 FEET AND A CENTRAL ANGLE OF 36°24'21";  
THENCE SOUTHERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 211.59 FEET;  
THENCE S00°00'29"E, 124.44 FEET;  
THENCE N89°59'31"E, 142.00 FEET;  
THENCE S00°00'29"E, 86.37 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT LIES S62°13'18"E, 58.00 FEET;  
THENCE NORTHERLY, EASTERLY AND SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 178°56'30", AN ARC DISTANCE OF 181.14 FEET;  
THENCE S63°16'48"E, 13.51 FEET;  
THENCE S27°08'36"E, 101.67 FEET;  
THENCE S69°50'44"E, 93.96 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT LIES S69°50'44"E, 813.00 FEET;  
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°09'45", AN ARC DISTANCE OF 286.10 FEET;  
THENCE S00°00'29"E, 21.10 FEET;  
THENCE S44°59'31"W, 14.59 FEET;  
THENCE S89°59'31"W, 2.20 FEET;  
THENCE S00°00'29"E, 66.00 FEET;  
THENCE N89°59'51"E, 2.20 FEET;  
THENCE S45°00'29"E, 14.59 FEET;  
THENCE S00°00'29"E, 87.89 FEET;  
THENCE S1 0°17'48"W, 55.90 FEET;  
THENCE S00°00'29"E, 235.72 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 42.00 FEET AND A CENTRAL ANGLE OF 90°00'00";  
THENCE SOUTHWESTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 65.97 FEET;  
THENCE S00°00'29"E, 8.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE FOR EAST OCOTILLO ROAD PER WARRANTY DEED RECORDED UNDER DOCUMENT NO. 03-1220-89, RECORDS OF MARICOPA COUNTY, ARIZONA;  
THENCE S89°59'31"W, ALONG LAST SAID NORTH RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE FOR OCOTILLO ROAD PER WARRANTY DEED RECORDED UNDER DOCUMENT NO. 02-0854133, RECORDS OF MARICOPA COUNTY, ARIZONA, 714.77 FEET TO THE MOST EASTERLY CORNER OF THAT PROPERTY PER GIFT DEED RECORDED UNDER DOCUMENT 06-1056309, RECORDS OF MARICOPA COUNTY, ARIZONA;  
THENCE N57°33'25"W ALONG THE NORTHEAST LINE OF SAID PROPERTY PER GIFT DEED RECORDED UNDER DOCUMENT 06-1056309, 838.52 FEET TO A POINT ON THE EAST LINE OF THE WEST 55.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16;  
THENCE N00°58'27"W ALONG LAST SAID LINE, 940.20 FEET TO THE TRUE POINT OF BEGINNING.  
THE ABOVE DESCRIBED PARCEL CONTAINS 1,768,415 SQUARE FEET OR 40.5972 ACRES, MORE OR LESS.

Lot #	Address	Parcel #
1	21360 S 200TH PL	304-89-683
2	21332 S 200TH PL	304-89-684
3	21304 S 200TH PL	304-89-685
4	21276 S 200TH PL	304-89-686
5	21248 S 200TH PL	304-89-687
6	20050 E CAMACHO RD	304-89-688
7	20068 E CAMACHO RD	304-89-689
8	20080 E CAMACHO RD	304-89-690
9	20094 E CAMACHO RD	304-89-691
10	20108 E CAMACHO RD	304-89-692
11	20122 E CAMACHO RD	304-89-693
12	20134 E CAMACHO RD	304-89-694
13	20148 E CAMACHO RD	304-89-695
14	20162 E CAMACHO RD	304-89-696
15	21249 S 201ST WAY	304-89-697
16	21277 S 201ST WAY	304-89-698
17	21305 S 201ST WAY	304-89-699
18	21325 S 201ST WAY	304-89-700
19	21347 S 201ST WAY	304-89-701
20	21373 S 201ST WAY	304-89-702
21	21399 S 201ST WAY	304-89-703
22	21421 S 201ST WAY	304-89-704
23	21445 S 201ST WAY	304-89-705
24	20147 E CAMACHO RD	304-89-706
25	20133 E CAMACHO RD	304-89-707
26	20121 E CAMACHO RD	304-89-708
27	20107 E CAMACHO RD	304-89-709
28	20093 E CAMACHO RD	304-89-710
29	20079 E CAMACHO RD	304-89-711
30	20067 E CAMACHO RD	304-89-712
31	20066 E RUSSET RD	304-89-713
32	20078 E RUSSET RD	304-89-714
33	20092 E RUSSET RD	304-89-715
34	20106 E RUSSET RD	304-89-716
35	20120 E RUSSET RD	304-89-717
36	20132 E RUSSET RD	304-89-718

37	20146 E RUSSET RD	304-89-719
38	20145 E RUSSET RD	304-89-720
39	20131 E RUSSET RD	304-89-721
40	20119 E RUSSET RD	304-89-722
41	20105 E RUSSET RD	304-89-723
42	20091 E RUSSET RD	304-89-724
43	20077 E RUSSET RD	304-89-725
44	20065 E RUSSET RD	304-89-726
45	20064 E MAYA RD	304-89-727
46	20076 E MAYA RD	304-89-728
47	20088 E MAYA RD	304-89-729
48	20100 E MAYA RD	304-89-730
49	20112 E MAYA RD	304-89-731
50	20124 E MAYA RD	304-89-732
51	20136 E MAYA RD	304-89-733
52	20135 E MAYA RD	304-89-734
53	20123 E MAYA RD	304-89-735
54	20111 E MAYA RD	304-89-736
55	20099 E MAYA RD	304-89-737
56	20087 E MAYA RD	304-89-738
57	20075 E MAYA RD	304-89-739
58	20063 E MAYA RD	304-89-740
59	20051 E MAYA RD	304-89-741
60	20039 E MAYA RD	304-89-742
61	20034 E QUINTERO RD	304-89-743
62	20046 E QUINTERO RD	304-89-744
63	20058 E QUINTERO RD	304-89-745
64	20070 E QUINTERO RD	304-89-746
65	20082 E QUINTERO RD	304-89-747
66	20094 E QUINTERO RD	304-89-748
67	20106 E QUINTERO RD	304-89-749
68	20118 E QUINTERO RD	304-89-750
69	20130 E QUINTERO RD	304-89-751
70	20129 E QUINTERO RD	304-89-752
71	20117 E QUINTERO RD	304-89-753
72	20105 E QUINTERO RD	304-89-754
73	20093 E QUINTERO RD	304-89-755



74	20081 E QUINTERO RD	304-89-756
75	20069 E QUINTERO RD	304-89-757
76	20057 E QUINTERO RD	304-89-758
77	20045 E QUINTERO RD	304-89-759
78	20044 E ESCALANTE RD	304-89-760
79	20056 E ESCALANTE RD	304-89-761
80	20068 E ESCALANTE RD	304-89-762
81	20080 E ESCALANTE RD	304-89-763
82	20092 E ESCALANTE RD	304-89-764
83	20104 E ESCALANTE RD	304-89-765
84	20116 E ESCALANTE RD	304-89-766
85	20128 E ESCALANTE RD	304-89-767
86	20140 E ESCALANTE RD	304-89-768
87	20152 E ESCALANTE RD	304-89-769
88	20164 E ESCALANTE RD	304-89-770
89	20179 E ESCALANTE RD	304-89-771
90	20167 E ESCALANTE RD	304-89-772
91	20155 E ESCALANTE RD	304-89-773
92	20143 E ESCALANTE RD	304-89-774
93	20131 E ESCALANTE RD	304-89-775
94	20119 E ESCALANTE RD	304-89-776
95	20107 E ESCALANTE RD	304-89-777
96	20095 E ESCALANTE RD	304-89-778
97	20083 E ESCALANTE RD	304-89-779
98	20071 E ESCALANTE RD	304-89-780
99	20059 E ESCALANTE RD	304-89-781
100	20047 E ESCALANTE RD	304-89-782
101	20048 E ROSA RD	304-89-783
102	20060 E ROSA RD	304-89-784
103	20072 E ROSA RD	304-89-785
104	20084 E ROSA RD	304-89-786
105	20096 E ROSA RD	304-89-787
106	20108 E ROSA RD	304-89-788
107	20120 E ROSA RD	304-89-789
108	20132 E ROSA RD	304-89-790
109	20144 E ROSA RD	304-89-791
110	20156 E ROSA RD	304-89-792

111	20168 E ROSA RD	304-89-793
112	20180 E ROSA RD	304-89-794
113	20198 E ROSA RD	304-89-795
114	20210 E ROSA RD	304-89-796
115	20231 E ROSA RD	304-89-797
116	20219 E ROSA RD	304-89-798
117	20207 E ROSA RD	304-89-799
118	20195 E ROSA RD	304-89-800
119	20183 E ROSA RD	304-89-801
120	20171 E ROSA RD	304-89-802
121	20159 E ROSA RD	304-89-803
122	20147 E ROSA RD	304-89-804
123	20135 E ROSA RD	304-89-805
124	20117 E ROSA RD	304-89-806
125	20105 E ROSA RD	304-89-807
126	20093 E ROSA RD	304-89-808
127	20081 E ROSA RD	304-89-809
128	20069 E ROSA RD	304-89-810
129	20057 E ROSA RD	304-89-811
130	20043 E ROSA RD	304-89-812
131	20029 E ROSA RD	304-89-813
132	20028 E DOMINGO RD	304-89-814
133	20040 E DOMINGO RD	304-89-815
134	20052 E DOMINGO RD	304-89-816
135	20064 E DOMINGO RD	304-89-817
136	20076 E DOMINGO RD	304-89-818
137	20088 E DOMINGO RD	304-89-819
138	20100 E DOMINGO RD	304-89-820
139	20112 E DOMINGO RD	304-89-821
140	20136 E DOMINGO RD	304-89-822
141	20148 E DOMINGO RD	304-89-823
142	20160 E DOMINGO RD	304-89-824
143	20172 E DOMINGO RD	304-89-825
144	20184 E DOMINGO RD	304-89-826
145	20196 E DOMINGO RD	304-89-827
146	20208 E DOMINGO RD	304-89-828
147	20220 E DOMINGO RD	304-89-829

148	20199 E DOMINGO RD	304-89-830
149	20187 E DOMINGO RD	304-89-831
150	20175 E DOMINGO RD	304-89-832
151	20163 E DOMINGO RD	304-89-833
152	20151 E DOMINGO RD	304-89-834
153	20139 E DOMINGO RD	304-89-835
154	20127 E DOMINGO RD	304-89-836
155	20115 E DOMINGO RD	304-89-837
156	20103 E DOMINGO RD	304-89-838
157	20091 E DOMINGO RD	304-89-839
158	20079 E DOMINGO RD	304-89-840
159	20067 E DOMINGO RD	304-89-841
160	20055 E DOMINGO RD	304-89-842
161	20043 E DOMINGO RD	304-89-843
162	20066 E ESTRELLA RD	304-89-844
163	20078 E ESTRELLA RD	304-89-845
164	20090 E ESTRELLA RD	304-89-846
165	20102 E ESTRELLA RD	304-89-847
166	20114 E ESTRELLA RD	304-89-848
167	20126 E ESTRELLA RD	304-89-849
168	20138 E ESTRELLA RD	304-89-850
169	20150 E ESTRELLA RD	304-89-851
170	20162 E ESTRELLA RD	304-89-852
171	20174 E ESTRELLA RD	304-89-853
172	20186 E ESTRELLA RD	304-89-854
173	20198 E ESTRELLA RD	304-89-855
174	20197 E ESTRELLA RD	304-89-856
175	20185 E ESTRELLA RD	304-89-857
176	20173 E ESTRELLA RD	304-89-858
177	20161 E ESTRELLA RD	304-89-859
178	20149 E ESTRELLA RD	304-89-860
179	20137 E ESTRELLA RD	304-89-861
180	20111 E ESTRELLA RD	304-89-862
181	20101 E ESTRELLA RD	304-89-863
182	20089 E ESTRELLA RD	304-89-864
183	20136 E BROADMOOR TRL	304-89-865
184	20148 E BROADMOOR TRL	304-89-866

185	20160 E BROADMOOR TRL	304-89-867
186	20172 E BROADMOOR TRL	304-89-868
187	20184 E BROADMOOR TRL	304-89-869
188	20196 E BROADMOOR TRL	304-89-870
Tract A		304-89-871
Tract B		304-89-872
Tract C		304-89-873
Tract D		304-89-874
Tract E		304-89-875
Tract F		304-89-876
Tract G		304-89-877
Tract H		304-89-878
Tract I		304-89-879
Tract J		304-89-880
Tract K		304-89-881
Tract L		304-89-882
Tract M		304-89-883
Tract N		304-89-884
Tract O		304-89-885

**EXHIBIT B  
NOTICE  
OF PROPOSED  
IMPROVEMENT**

**NOTICE OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENTS AND AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING CERTAIN STREETS AND RIGHTS-OF-WAY FOR THE IMPROVEMENT DISTRICT KNOWN AS VICTORIA PARCELS 11 & 11A STREET LIGHTING IMPROVEMENT DISTRICT #71, No. 2013-004.**

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

On the 17<sup>th</sup> day of July, 2013, the Mayor and Town Council of the Town of Queen Creek adopted Resolution 957-13 ordering the improvements of certain streets and rights-of-way within the corporate limits of the Town and creating an Improvement District known as Victoria Parcels 11 & 11A Street Lighting Improvement District #71, No. 2013-004, pursuant to Title 48, Chapter 4, Arizona Revised Statutes, and amendments thereto for the purpose of purchasing electricity, which includes a charge for the using of lighting facilities and other related items, together with all appurtenant structures as shown on the plans.

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

Further information concerning Victoria Parcels 11 & 11A Street Lighting Improvement District #71, No. 2013-004, may be obtained by contacting Mr. Chris Dovel, Town Engineer, Town of Queen Creek, 22350 S. Ellsworth Road, Queen Creek, Arizona 85142-9311, (480) 358-3003.

DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Chris Dovel, Town Engineer