



## **Agenda**

### **Work Study and Possible Executive Session Queen Creek Town Council**

Queen Creek Town Hall, 22350 S. Ellsworth Road  
Council Chambers  
September 18, 2013  
5:30pm

#### **1. Call to Order**

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

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

A. Discussion and consultation with the Town's representatives to consider the Town's position and instruct its representatives regarding the acquisition of real property for municipal water service facilities. A.R.S. 38-431.03(A)(7).

B. Discussion and consultation with the Town's representatives to consider the Town's position and instruct its representatives regarding the acquisition of real property for the Rittenhouse Road Phase II project. A.R.S. 38-431.03(A)(7).

C. Discussion and consultation with the Town Attorney for legal advice and with the Town staff to consider the Town's position and instruct its attorney and staff regarding cell tower leases and cell tower lease rates on Town-owned property, that are the subject of negotiations. (ARS 38-431.03(A)(3), (4) and (7).

D. Discussion and consultation with Town attorneys for legal advice and to consider the Town's position and instruct its attorneys regarding pending litigation against National Reined Cow Horse Association. A.R.S. § 38-431.03(A)(3) and (4).

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

**4.** Demonstration of GIS Web Maps available on the Town's website.

**5.** Update on the recent flooding events.

#### **6. Adjournment**



**Agenda**  
**Regular and Possible Executive Session**  
**Queen Creek Town Council**  
Queen Creek Town Hall, 22350 S. Ellsworth Road  
Council Chambers  
September 18, 2013  
7:00 p.m.

**1. Call to Order**

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

**3. Pledge of Allegiance:**

**4. Invocation:** Pastor Ron Nelson, Life Link Church

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

A. Eagle Scout Recognition:           Jaron Gledhill – Team 388  
  Kyle Brague – Crew 9835

B. 10-year Service Award – Liz Martin

**6. Committee Reports**

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

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

C. Parks and Recreation Advisory Committee – September 10, 2013

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

**Agenda for the Regular and Possible Executive Session  
Queen Creek Town Council  
September 18, 2013  
Page 2**

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

A. Consideration and possible approval of the August 21, 2013 Town Council Meeting minutes. **TAB A**

B. Consideration and possible approval of the September 4, 2013 Town Council Meeting minutes. **TAB B**

C. Consideration and possible approval of a Map of Dedication for Ocotillo Road, requested by William Lyon Homes, Inc. **TAB C**

D. Consideration and possible approval of a Map of Dedication for Signal Butte Road, requested by William Lyon Homes, Inc. **TAB D**

E. Consideration and possible approval of the Final Plat for Quail Creek, requested by K. Hovnanian at Quail Creek, LLC. **TAB E**

F. Consideration and possible approval of a Cooperative Contract with Friends of Horseshoe Park Inc., to construct driveways at Horseshoe Park & Equestrian Centre in the amount of \$230,000. *Funding will be reimbursed through Maricopa County Air Quality Department.* **TAB F**

G. Consideration and possible approval of the appointment of Karen Fabritiis, Philomena Van Etten and Todd Broadhead to the Transportation Advisory Committee with terms ending August 31, 2014. **TAB G**

H. Consideration and possible approval of **Resolution 963-13** authorizing the acceptance of real property (APN 304-89-678 and 304-89-679) from PJM Partnership for use as a water/sewer facility and road right-of-way. **TAB H**

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

***None.***

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

**Agenda for the Regular and Possible Executive Session  
Queen Creek Town Council  
September 18, 2013  
Page 3**

9. Discussion and possible approval of a Design Contract in the amount not to exceed \$55,000 with Dibble Engineering for the design update of the Ellsworth Road Improvement Project from Ocotillo Road to Rittenhouse Road. ***TAB I***

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

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

11. **Adjournment**



**Minutes**  
**Work Study Session**  
**Queen Creek Town Council**  
Queen Creek Town Hall, 22350 S. Ellsworth Road  
Council Chambers  
August 21, 2013  
5:30pm

**1. Call to Order**

The meeting was called to order at 5:30p.m.

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

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

Council Member Barnes was absent.

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

A. Discussion and consultation with the Town’s attorney for legal advice and to consider the Town’s position and instruct its attorneys regarding agreements that are the subject of negotiations related to Vestar/Harkins A.R.S. § 38-431.03(A)(3) and (4).

B. Discussion and consultation with the Town Attorney for legal advice and with the Town’s representatives to consider the Town’s position and instruct its attorney and staff regarding the acquisition of real property for future Town municipal service facilities. A.R.S. 38-431.03(A)(3) & (7).

C. Discussion and consideration of assignments of Town Manager (A.R.S. §38-431.03(A)(1).

**Motion to adjourn to Executive Session at 5:31p.m.**

**1<sup>st</sup>: Gad**  
**2<sup>nd</sup>: Brown**  
**Vote: Unanimous**

The Work Study Session reconvened at 6:17p.m.

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

**4. Presentation and update on the Phoenix-Mesa Gateway Airport.**

**Minutes for the Work Study Session  
Queen Creek Town Council  
August 21, 2013  
Page 2**

Jane Morris, Executive Director of PMGA, gave a brief review of Williams Air Force Base re-opening as an airport in 1994 as a joint partnership with cities/agencies.

Ms. Morris discussed the airport infrastructure, compatible land uses, growth statistics and future east terminal.

Council asked whether there would be any future air shows; Ms. Morris responded that there was too much air traffic and activity as well as budgetary constraints that would prohibit air shows. She did announce that there would be 20<sup>th</sup> Anniversary events and those were being planned now.

Council also asked about ownership of tenant buildings. Ms. Morris explained that the airport owns the land and the businesses enter into a land lease agreement and builds their own facility.

**5. Presentation on the status of Town/area drainage projects.**

Chris Dovel, Town Engineer, gave an overview and update on the FEMA Flood Map revisions. The project began in 2008 and new maps will become effective October 2013.

Burke Lokey, Project Manager with MCFCD, gave an update on the San Tan West Area Drainage Master Study, which covers the Sonoqui Wash and San Tan area. Stakeholder and public meetings are now being held and the final study results will be released in November 2013.

Jennifer Pokorski, Project Manager with MCFCD, gave an update on the East Mesa Area Drainage Master Plan Update that covers 58 sq. miles. Meetings have been held with stakeholders and property owners. Ms. Pokorski reviewed an option to locate a drainage channel along Ryan Road within the 100ft. Salt River Project (SRP) corridor. The project ends in December 2013.

**6. Presentation on SRP (Salt River Project) Aesthetic Funds.**

N/A

**7. Presentation and discussion on resource materials for the Council available on Google Sites.**

N/A

**8. Adjournment**

The Work Study Session was adjourned at 7:07p.m.



**Minutes**  
**Regular Session**  
**Queen Creek Town Council**  
Queen Creek Town Hall, 22350 S. Ellsworth Road  
Council Chambers  
August 21, 2013  
7:00 p.m.

**1. Call to Order**

The meeting was called to order at 7:13p.m.

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

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

Council Member Barnes was absent.

**3. Pledge of Allegiance:** Led by Council Member Benning

**4. Invocation:** A moment of silence was held for first responders and the military.

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

- Recognition of Queen Creek Unified School District and Higley Unified School District for receiving "A" ratings

Mayor Barney presented certificates to the following schools: Cortina Elementary; Desert Mountain Elementary; Frances Brandon Pickett Elementary; Jack Barnes Elementary; Queen Creek Elementary; Queen Creek Middle, Newell Barney Middle and an overall achievement certificate to Queen Creek Unified School District.

**6. Committee Reports**

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

Vice Mayor Oliphant reported on her attendance at the MAG Regional Council meeting on August 21, 2013 along with Mayor Barney. Updates were given on the year-end closeout report for federal FY13 funds and approval of advancing funding for the Mesa light rail project. The Council approved an amendment to the MAG Committee Operating procedures and re –appointments to the Economic Development Committee.

**Minutes for the Regular Session  
Queen Creek Town Council  
August 21, 2013  
Page 2**

Mayor Barney reported on the MAG Regional Council Executive meeting held August 12, 2013. He also reported on a meeting held with Congressman Matt Salmon – District 5 on August 13, 2013. Mayors Tibshraeny (Chandler), Lewis (Gilbert) and Scott (Mesa) also attended and discussed federal issues of concern including immigration, economy and municipal bonds.

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

None.

C. Transportation Advisory Committee – August 8, 2013: Council Member Benning reported on the committee’s review and discussion on the status of Rittenhouse Road design and Ocotillo Road/UPRR Crossing design. Other updates were provided on the Ocotillo Road alignment between Heritage Loop and Ellsworth Loop Roads; regional projects and FY13/14 Committee Work Plan, which was approved by the Committee.

The Committee also appointed Chris Clark as Chair and David Bond as Vice-Chair.

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

None.

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

A. Consideration and possible approval of the July 17, 2013 Work Study and Regular Session Town Council minutes.

B. Consideration and possible approval of the August 7, 2013 Work Study and Regular Session Town Council minutes.

C. Consideration and possible approval of expenditures over \$25,000:

1. Joseph Painting Company, Inc. – manhole repairs: \$44,345 (Budgeted FY13/14)
2. RWC International – International Workstar Water truck: \$135,835 (Budgeted FY13/14)



**Minutes for the Regular Session  
Queen Creek Town Council  
August 21, 2013  
Page 3**

3. Courtesy Chevrolet – 1-ton Isuzu flatbed service truck: \$49,900 (Budgeted FY13/14)
4. Courtesy Chevrolet – ½ ton extended cab pick-up: \$25,000 (Budgeted FY13/14)
5. Courtesy Chevrolet – 1-ton extended cab pick-up: \$34,500 (Budgeted FY13/14)
6. Courtesy Chevrolet – ½ extended cab pick-up: \$25,000 (Budgeted FY13/14)
7. Courtesy Chevrolet – 1-ton Isuzu crew cab pick-up: \$48,500 (Budgeted FY13/14)
8. Crafc0, Inc. – Crafc0 Crack Vac machine: \$57,500 (Budgeted FY13/14)
9. RDO Equipment – John Deere 210K Loader Tractor: \$96,100 (Budgeted FY13/14)
10. NEC – call manager software replacement: \$36,744 (Budgeted FY13/14)

D. Consideration and possible approval of the use of SRP Aesthetic Funds in the amount not to exceed \$150,000 for landscaping improvements at the SRP Rittenhouse Substation located on the northwest corner of Ocotillo and Ellsworth Loop Roads.

E. Consideration and possible approval of a contract with Fox Lawson and Associates in the amount not to exceed \$56,000 for the development of a revised and updated Comprehensive Classification and Compensation System.

F. Consideration and possible approval of the purchase of a 2013 Chevrolet ¾ ton crew cab pick-up truck through Arizona State Contract #ADSSP012-016667 from Courtesy Chevrolet and a John Deere 210LI Loader Tractor from RDO Equipment in the amount of not to exceed \$92,500 to replace existing Truck #43 and Tractor #200.

G. Consideration and possible approval of a one-year Professional Services contract with up to four possible one-year (1) renewals, with Brown and Associates, Stantec Consulting and Sunrise Engineering for building plan review and inspection services on an as-needed basis.

H. Consideration and possible approval of the reappointment of Jason Barney as the Town's representative on the Greater Phoenix Economic Council (GPEC) Board of Directors for FY13-14.

I. Consideration and possible ratification of the appointment of Chris Clark as Chair and David Bond as Vice Chair of the Transportation Advisory Committee.

J. Consideration and possible approval of the Transportation Advisory Committee Work Plan for FY13/14.

K. Consideration and possible approval of authorizing the Town's attorneys (Kutak Rock) to file a motion to intervene in Case No. CV2013-009991 Staropoli v. State of Arizona and to take such other actions as may be necessary to protect the Town's interests in the litigation.

Items D & H were removed for discussion.

**Motion to approve the remainder of Consent Calendar as presented**

**1<sup>st</sup>: Benning**

**2<sup>nd</sup>: Gad**

**Vote: Unanimous**

**Minutes for the Regular Session  
Queen Creek Town Council  
August 21, 2013  
Page 4**

**Item D:** Public Works Division Manager Troy White gave a presentation on the SRP Aesthetic Fund. The presentation showed where funds come from, what projects funds can be used for and examples of Queen Creek's past use of funds for undergrounding lines and screen walls for substations. Future projects include additional undergrounding lines along Rittenhouse, Ellsworth and Ocotillo Roads.

Mr. White reviewed the proposed project for consideration of landscaping and sidewalk improvements along Ocotillo and Ellsworth Loop Roads.

**Motion to approve Item D as presented**

**1<sup>st</sup>: Gad**  
**2<sup>nd</sup>: Benning**  
**Vote: Unanimous**

**Item H:** Council stated they had questions on appointments to multiple committees and requested a continuance to September 4, 2013.

**Motion to continue to September 4, 2013**

**1<sup>st</sup>: Benning**  
**2<sup>nd</sup>: Brown**  
**Vote: 5 – 1 (Barney)**  
**MOTION PASSED.**

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

***None.***

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

***None.***

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

**9. Presentation on the status of Town/area drainage projects. *(If necessary)***

N/A

**Minutes for the Regular Session  
Queen Creek Town Council  
August 21, 2013  
Page 5**

**10.** Presentation and discussion on resource materials for the Council available on Google Sites. *(If necessary)*

Town Manager John Kross, as a follow-up to the Council Retreat, demonstrated the Council Site (Google Site) that contains the same information and resources as the website. The resources include: policies, procedures, meeting schedules, calendars, budget documents, Council Packets and other related information that may be useful to the Council.

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

**Motion to adjourn to Executive Session at 7:55p.m.**

**1<sup>st</sup>: Brown**

**2<sup>nd</sup>: Wheatley**

**Vote: Unanimous**

**12. Adjournment**

The Regular Session adjourned at 8:40p.m.



**Minutes**  
**Work Study Session**  
**Queen Creek Town Council**  
Queen Creek Town Hall, 22350 S. Ellsworth Road  
Council Chambers  
September 4, 2013  
5:30pm

**1. Call to Order**

The meeting was called to order at 5:30p.m.

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

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

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

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

**Motion to adjourn to Executive Session at 5:31p.m.**

**1<sup>st</sup>: Brown**

**2<sup>nd</sup>: Benning**

**Vote: Unanimous**

The Work Study reconvened at 6:20p.m.

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

**4. Presentation on the Town's Disaster Management Program.**

Emergency Management Coordinator Joe LaFortune presented the Disaster Management Program components including:

- Emergency Operations Plan (EOP)
- Training – National Incident Management System & Town training. This includes the Department Operations Center training and annual monsoon response training
- Emergency Operations Center (EOC)

**Minutes for the Work Study Session  
Queen Creek Town Council  
September 4, 2013  
Page 2**

- EOC Facility Improvements – communications center, software, training & equipment
- Media outlets
- CERT Program

Mr. LaFortune said the next steps are updating the EOP, additional training and continuing/expanding the CERT program.

(Vice Mayor Oliphant arrived at Council Chambers at 6:40p.m.)

**5. Presentation by Jason Barney on Greater Phoenix Economic Council (GPEC) Board activities.**

Jason Barney thanked Council for allowing him to represent and serve the Town as an appointee of the Economic Development Commission and GPEC. Mr. Barney reported on the purpose of GPEC, the impacts GPEC can have on cities/towns and Board's recent involvement in the TPT reform and jobs growth in the region. Mr. Barney discussed the benefits of long-term efforts and differences between industrial & high-tech users' requirements.

**6. Presentation on the zoning ordinance update.**

N/A

**7. Presentation on public outreach plan for capital projects.**

N/A

**8. Adjournment**

The Work Study Session adjourned at 7:00p.m.



**Minutes  
Regular Session  
Queen Creek Town Council**

Queen Creek Town Hall, 22350 S. Ellsworth Road  
Council Chambers  
September 4, 2013  
7:00 p.m.

**1. Call to Order**

The meeting came to order at 7:05p.m.

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

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

**3. Pledge of Allegiance:** Led by Deputy Mike Lucas

**4. Invocation:** A moment of silence was held.

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

A. Recognition of Queen Creek area charter schools for receiving "A" ratings

Mayor Barney presented certificates to the following schools: American Leadership Academy Queen Creek K-5; Benjamin Franklin Charter School – Queen Creek and Benjamin Franklin Charter School – Power Campus

B. Proclamation – Boys & Girls Club Day for Kids – Mayor Barney proclaimed Saturday September 21<sup>st</sup> as Boys & Girls Club Day for Kids

C. Recognition of Fire Chief Van Summers (reception to follow immediately)

Mayor Barney recognized and honored Van Summers as the Town's first Fire Chief and his accomplishments during his tenure that include building up the Town's Fire Department, disaster management preparation and providing leadership during the formation of the Queen Creek County Island Fire District.

Town Manager John Kross also gave commendations to Chief Summers.

Assistant Fire Chief Ron Knight and Fire Engineer Matt Skowron, on behalf of the Fire Department, presented Chief Summers with a shadow box holding memorabilia of the Queen Creek Fire Department.

The meeting recessed from 7:43p.m. – 8:05p.m.

**6. Committee Reports**

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

Mayor Barney reported on two events:

- 2<sup>nd</sup> Annual Mayor's Bowling Challenge – August 23, 2013: The event was hosted by Mayor Wolcott, City of Surprise. Barney's Bombers included Vice Mayor Oliphant, Council Member Barnes and Pam Barney.
- Arizona League of Cities & Towns Annual Conference – August 27-30, 2013: The conference was held in Oro Valley and Vice Mayor Oliphant, Council Member's Brown and Wheatley also attended. Sessions were on economic development, innovation, transportation and local government finance.

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

*None.*

C. Economic Development Commission – August 28, 2013: Council Member Gad reported included the Commission's selection of Chair & Vice Chair; Commission accomplishments during FY12/13 and the recommended FY13/14 Work Plan. Congressman Matt Salmon attended the meeting and Development Services Director Chris Anaradian reviewed projects within the department. The next meeting is September 25, 2013.

D. Parks & Recreation Advisory Committee – August 15, 2013: Committee Chair David Dobbs reported on the Committee's discussion on creating the purpose, mission and goals statement for the committee. Updates on upcoming Trunk or Treat activities were discussed. The next meeting is September 10, 2013.

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

*None.*

**Minutes for the Regular Session  
Queen Creek Town Council  
September 4, 2013  
Page 3**

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

A. Consideration and possible approval of expenditures over \$25,000:

1. Toter, Inc. – purchase 624 carts (312 trash/312 recycle): \$34,262 (*budgeted FY13/14*)

B. Consideration and possible approval of the purchase of a 2013 Chevrolet ¾ ton crew cab pick-up truck through Arizona State Contract #ADSSP012-016667 from Courtesy Chevrolet and a John Deere 210LI Loader Tractor from RDO Equipment in the amount of not to exceed \$122,500 to replace existing Truck #43 and Tractor #200. (*This is an amended request from August 21, 2013*)

C. Consideration and possible approval of a contract in the amount of \$133,000 with Truesdell Corporation for Ocotillo Road Bridge repairs. (*budgeted in FY13/14*)

D. Consideration and possible approval of the Economic Development Commission FY13/14 Work Plan.

E. Consideration and possible ratification of the appointment of Lee Ester as Chair and Carson Brown as Vice Chair of the Economic Development Commission.

F. Consideration and possible approval of the re-appointment of Nichelle Williams and Steve Conklin to the Transportation Advisory Committee for a two-year term expiring on August 31, 2015.

G. Consideration and possible approval of the re-appointment of Kyle Robinson, Alex Matheson, Ryan Nichols and Gregory Arrington to the Planning and Zoning Commission for a three-year term expiring on August 31, 2016.

H. Consideration and possible approval of **DR13-031 “Maracay at Hastings Farms Parcel D”**, a request for approval of two additional standard floor plans with three elevations each to be constructed on 344 lots zoned R1-7 and R1-9 located on the north side of Cloud Road at the Crismon Road alignment.

I. Consideration and possible approval of **Resolution 966-13** authorizing the abandonment of surplus roadway within the Pecans of Queen Creek subdivision.

Council requested Item C removed for discussion.

**Motion to approve the remainder of the Consent Calendar as presented**

**1<sup>st</sup>: Benning  
2<sup>nd</sup>: Brown**



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

**Vote: Unanimous**

**Item C:** Council requested a staff report. Public Works Division Manager Troy White provided a brief review of the bridge history which was built by Maricopa County at the time Ocotillo Road was still owned and maintained by the County. Mr. White reviewed the inspection results of the bridge, which showed expansion/cracking and explained the long-term repair process. Council asked if additional repairs would be required. Mr. White responded that the bridge will continue to be monitored.

**Motion to approve Item C as presented**

**1<sup>st</sup>: Gad**

**2<sup>nd</sup>: Benning**

**Vote: Unanimous**

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

***None.***

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

**8.** Discussion and possible approval of the re-appointment of Jason Barney to the Greater Phoenix Economic Council (GPEC) Board of Directors for FY13/14. *This item was continued at the August 21, 2013 Council meeting.*

Council had discussion regarding multiple appointments to Town Committee's and applicability of the Standard Form By-laws to committee appointments that represent Queen Creek regionally, and whether there would be any conflicts.

Jason Barney, stated he served on GPEC and the Economic Development Commission at the Council's discretion and that if there were any conflicts when representing Queen Creek he would state so. Mr. Barney explained that he does have multiple roles in representing Queen Creek by serving on the Economic Development Commission, GPEC and being a land developer and those roles can be complimentary when working or discussing a project, and acknowledged that he has been involved in projects that do or will provide employment and economic development within the Town. Mr. Barney stated he would resign from the Economic Development Commission if the Council requests, but he would like to continue to serve.

**Motion to re-appoint Jason Barney to the Greater Phoenix Economic Council (GPEC) Board of Directors for FY13/14; and direct staff to bring back a voting policy at a future Council meeting**

**1<sup>st</sup>: Brown**

**2<sup>nd</sup>: Benning**

**Vote: Unanimous**

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

**9.** Presentation on the Town's Disaster Management Program. *(If necessary)*

*No further discussion.*

**10.** Presentation on the zoning ordinance update. *(If necessary)*

Community Development Services Director Chris Anaradian, discussed the purpose for updating the zoning ordinance and the quality, consistency and clarity that would be provided to customers. He discussed the steps to select a consulting through an RFP and how the ordinance would be updated in steps. Council stated that the high standards already expected in the Town must be kept and the Town committee's should be involved in the appropriate sections. Council also requested that the business community and residents be involved in the discussion and development of the signage sections. There was discussion on expanding the ombudsman program during the update/transition between zoning ordinances.

**11.** Presentation on public outreach plan for capital projects. *(If necessary)*

Public Works Division Manager Troy White gave a presentation on how public outreach is achieved during construction projects. He explained the three phases and activities in each: 1) project approval; 2) design phase; and 3) construction phase – with a possible grand opening event depending on the project. Mr. White said that if the project is large an outside consultant may be hired. Some of the outreach activities include open houses, direct mailings, news releases, dedicated project websites and social media.

Council recommended that open houses are held earlier in the design phase for high impact projects and individual notification to businesses is appreciated. Other suggestions included using the QR codes and water bill inserts.

Mr. White highlighted a few CIP road, intersection and parks/open space projects and showed three options for the Ocotillo Road from Ellsworth Loop to Heritage Loop Roads that will be presented to businesses and general public.

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

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

*None.*

**13. Adjournment**

The meeting adjourned at 9:28p.m.



Requesting Department:

Development Services

**TAB C**

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

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

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE "MAP  
OF DEDICATION" FOR OCOTILLO ROAD, A REQUEST BY  
WILLIAM LYON HOMES INC.**

**DATE: SEPTEMBER 18, 2013**

---

**Staff Recommendation:**

Staff recommends approval of the "Map of Dedication" for Ocotillo Road Right-of-Way. A request by William Lyon Homes Inc.

**Relevant Council Goal(s):**

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

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

**Proposed Motion:**

Move to approve the "Map of Dedication" for Ocotillo Road Right-of-Way. A request by William Lyon Homes Inc.

**Discussion:**

The applicant is requesting approval of the Map of Dedication for Ocotillo Road Right-of-Way. This portion of Ocotillo Road is located east of Signal Butte Road on the south side of the street. The roadway dedication is a requirement of the approved Church Farm project.

This portion of Ocotillo Road is planned as a Major Arterial Road. The half street Right-of-Way that is required for a Major Arterial Road is 55 feet per Town of Queen Creek Standards.

**Fiscal Impact:**

The Owner (William Lyon Homes Inc.) will complete roadway improvements along Ocotillo Road as part of their approved roadway construction plans. The Town will be responsible for the future roadway maintenance costs.

**Alternatives:**

Not to accept the additional Right-of-Way that is being dedicated by the developer per the requirements of the approved Church Farm project. If the Town does not accept the additional Right-of-Way, the roadway improvements will not be able to be constructed to accommodate the planned designs.

**Attachments:**

Map of Dedication



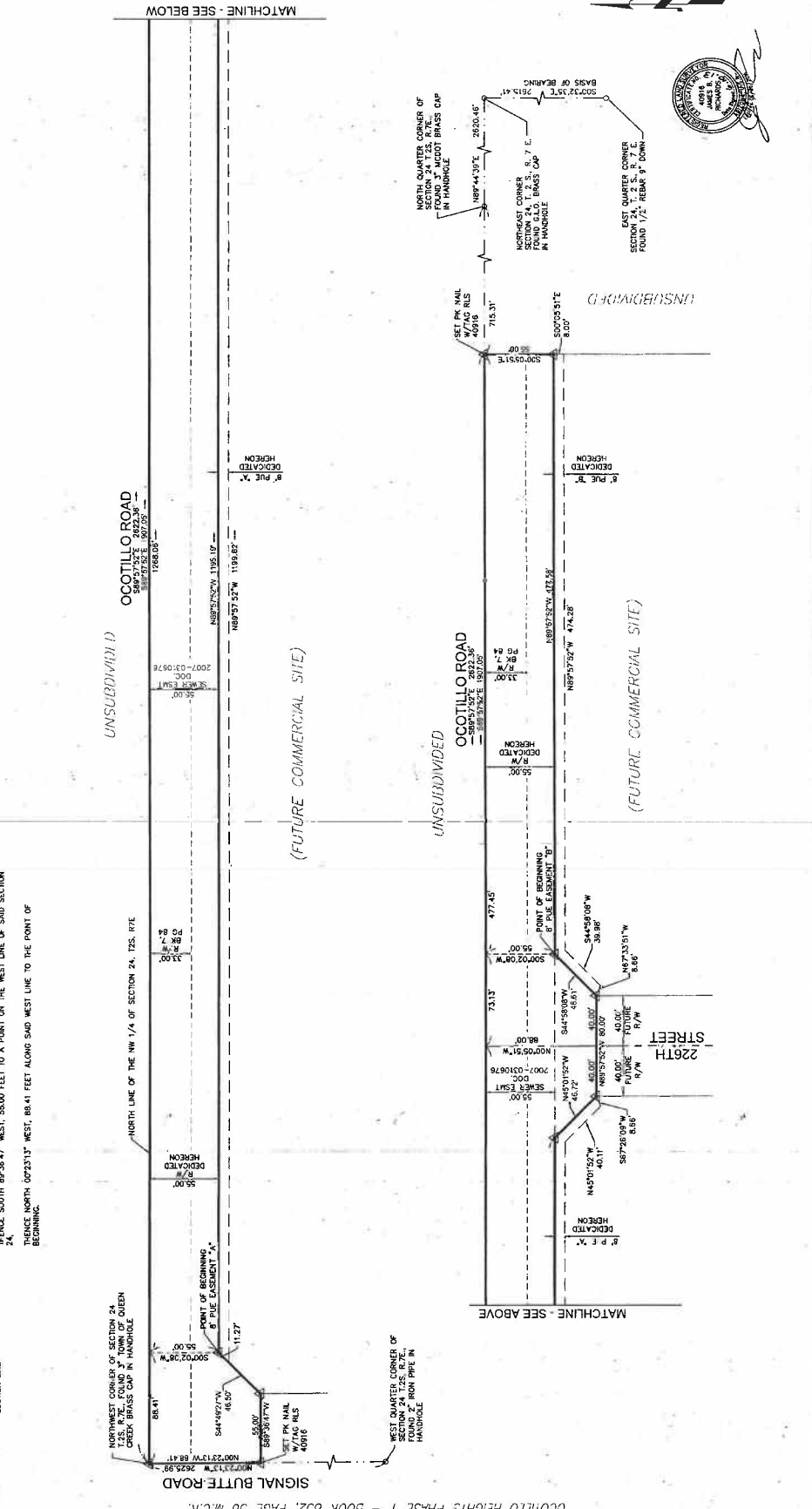
**LEGAL DESCRIPTIONS**

**800'-FOOT PUBLIC UTILITY EASEMENT "B" (PUE)**  
 THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A TOWN OF QUEEN CREEK BRASS CAP IN HAND HOLE ACCEPTED AS THE COMMERCIAL MONUMENT AND PARALLEL WITH SAID NORTH LINE, THENCE SOUTH 89°57'52" EAST, 1,429.60 FEET TO THE POINT OF BEGINNING;  
 THENCE SOUTH 89°57'52" EAST, 1,429.60 FEET ALONG THE NORTH LINE OF SAID SECTION 24;  
 THENCE LEAVING SAID NORTH LINE, SOUTH 07°02'08" WEST, 55.00 FEET TO THE POINT OF BEGINNING;  
 THENCE SOUTH 89°57'52" EAST, 477.59 FEET ALONG A LINE WHICH IS 55.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE;  
 THENCE LEAVING SAID PARALLEL LINE, SOUTH 07°02'08" WEST, 55.00 FEET TO THE POINT OF BEGINNING;  
 THENCE NORTH 89°57'52" WEST, 474.38 FEET ALONG A LINE WHICH IS 55.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE;  
 THENCE LEAVING SAID PARALLEL LINE, SOUTH 44°50'08" WEST, 38.68 FEET;  
 THENCE NORTH 87°33'51" WEST, 6.66 FEET;  
 THENCE NORTH 44°48'09" EAST, 46.81 FEET TO THE POINT OF BEGINNING.

**800'-FOOT PUBLIC UTILITY EASEMENT "A" (PUE)**  
 THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A TOWN OF QUEEN CREEK BRASS CAP IN HAND HOLE ACCEPTED AS THE COMMERCIAL MONUMENT AND PARALLEL WITH SAID NORTH LINE, THENCE SOUTH 89°57'52" EAST, 2,822.36 FEET;  
 THENCE SOUTH 89°57'52" EAST, 1,807.08 FEET ALONG THE NORTH LINE OF SAID SECTION 24;  
 THENCE LEAVING SAID NORTH LINE, SOUTH 07°02'08" WEST, 55.00 FEET TO THE POINT OF BEGINNING;  
 THENCE SOUTH 89°57'52" EAST, 1,195.19 FEET ALONG A LINE WHICH IS 55.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE;  
 THENCE LEAVING SAID PARALLEL LINE, SOUTH 45°10'32" EAST, 46.72 FEET;  
 THENCE SOUTH 07°20'08" WEST, 8.66 FEET;  
 THENCE NORTH 45°10'32" WEST, 40.11 FEET;  
 THENCE NORTH 89°57'52" WEST, 1,189.82 FEET ALONG A LINE WHICH IS 55.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE;  
 THENCE NORTH 44°48'27" EAST, 11.27 FEET TO THE POINT OF BEGINNING.

**800'-FOOT PUBLIC UTILITY EASEMENT "A" (PUE)**  
 THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A TOWN OF QUEEN CREEK BRASS CAP IN HAND HOLE ACCEPTED AS THE COMMERCIAL MONUMENT AND PARALLEL WITH SAID NORTH LINE, THENCE SOUTH 89°57'52" EAST, 2,822.36 FEET;  
 THENCE SOUTH 89°57'52" EAST, 1,807.08 FEET ALONG THE NORTH LINE OF SAID SECTION 24;  
 THENCE LEAVING SAID NORTH LINE, SOUTH 07°02'08" WEST, 55.00 FEET;  
 THENCE SOUTH 89°57'52" WEST, 87.58 FEET ALONG A LINE WHICH IS 55.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE;  
 THENCE LEAVING SAID PARALLEL LINE, SOUTH 44°50'08" WEST, 46.81 FEET;  
 THENCE NORTH 89°57'52" WEST, 80.00 FEET ALONG A LINE WHICH IS 86.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE;  
 THENCE LEAVING SAID PARALLEL LINE, NORTH 45°10'32" WEST, 46.50 FEET;  
 THENCE NORTH 89°57'52" WEST, 1,189.19 FEET ALONG A LINE WHICH IS 55.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE;  
 THENCE LEAVING SAID PARALLEL LINE, SOUTH 44°48'27" WEST, 46.50 FEET;  
 THENCE SOUTH 89°57'52" WEST, 55.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 24;  
 THENCE NORTH 07°23'13" WEST, 88.41 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

**LEGEND**  
 SUBDIVISION CORNER AS NOTED SET PER 1/2" = 33' AS NOTED  
 FORMS MONUMENT AS NOTED  
 CENTERLINE MONUMENT (BRASS CAP)  
 PUBLIC UTILITY EASEMENT  
 BRASS CAP FLUSH  
 MARICOPA COUNTY RECORDS  
 DATA  
 RIGHT-OF-WAY  
 CURB TABLE NUMBER  
 CL  
 LINE NUMBER  
 VEHICULAR NON-ACCESS EASEMENT  
 SUBDIVISION BOUNDARY  
 RIGHT OF WAY LINE  
 CENTERLINE  
 EXISTING EASEMENT LINE  
 PROPOSED EASEMENT LINE  
 SECTION LINE





Requesting Department:

Development Services

**TAB D**

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

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

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE "MAP  
OF DEDICATION" FOR SIGNAL BUTTE ROAD, A REQUEST BY  
WILLIAM LYON HOMES INC.**

**DATE: SEPTEMBER 18, 2013**

---

**Staff Recommendation:**

Staff recommends approval of the "Map of Dedication" for Signal Butte Road Right-of-Way. A request by William Lyon Homes Inc.

**Relevant Council Goal(s):**

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

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

**Proposed Motion:**

Move to approve the "Map of Dedication" for Signal Butte Road Right-of-Way. A request by William Lyon Homes Inc.

**Discussion:**

The applicant is requesting approval of the Map of Dedication for Signal Butte Road Right-of-Way. This portion of Signal Butte Road is located south of Ocotillo Road on the east side of the street. The roadway dedication is a requirement of the approved Church Farm project.

This portion of Signal Butte Road is planned as a Collector Road and will dead end about one mile south of Ocotillo Road north of the Union Pacific Railroad tracks. The half street Right-of-Way that is required is 40' feet per Town of Queen Creek Standards. 55' feet of half Street of Right-of-Way is required on



Signal Butte Road just south of the Ocotillo Road intersection to accommodate left turn lanes and provide a smooth transition thru the intersection.

**Fiscal Impact:**

The Owner (William Lyon Homes Inc.) will complete roadway improvements along Signal Butte Road as part of their approved roadway construction plans. The Town will be responsible for the future roadway maintenance costs.

**Alternatives:**

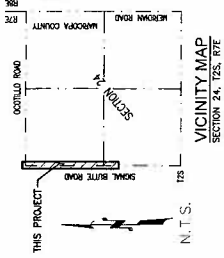
Not to accept the additional Right-of-Way that is being dedicated by the developer per the requirements of the approved Church Farm project. If the Town does not accept the additional Right-of-Way, the roadway improvements will not be able to be constructed to accommodate the planned designs.

**Attachments:**

Map of Dedication

# MAP OF DEDICATION OF SIGNAL BUTTE ROAD PHASE 1

A PORTION OF THE WEST HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 EAST  
OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF QUEEN CREEK, MARICOPA  
COUNTY, ARIZONA



### DEDICATION

STATE OF ARIZONA  
COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

THAT WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, HEREINFTER ("OWNER"), HEREBY PUBLISH THIS MAP OF DEDICATION FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACING AND UTILIZING PUBLIC UTILITIES (PUBLIC AND PRIVATE), INCLUDING BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, TELEPHONE AND CABLE. PUBLIC UTILITIES LOCATING UTILITY FACILITIES IN THE PUE SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE ARIZONA PUBLIC UTILITIES COMMISSION. SUCH PUBLIC OR PRIVATE UTILITIES SHALL BE MAINTAINED AND REPAIR EXPENSES SHALL BE THE RESPONSIBILITY OF THE OWNER. EASEMENTS ARE DEDICATED AS SHOWN ON SAID MOD.

TRACTS PLATTED HEREIN ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS MOD AND SHALL BE MAINTAINED BY THE CHURCH FARM COMMUNITY (HOMEOWNERS) ASSOCIATION ("HCA").

ALL UTILITIES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY FROM THE BACK OF CURB TO THE PROPERTY LINE SHALL BE THE RESPONSIBILITY OF THE HCA WHERE ADJACENT TO LOTS AND PUA TRACTS, OTHERWISE BY ADJACENT OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS MOD.

OWNER HEREBY GRANTS TO THE PUBLIC, A PUBLIC UTILITY EASEMENT ("PUE") FOR THE BENEFIT OF PUBLIC UTILITIES AND ARE GRANTED TO THE PUBLIC FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACING AND UTILIZING PUBLIC UTILITIES (PUBLIC AND PRIVATE), INCLUDING BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, TELEPHONE AND CABLE. PUBLIC UTILITIES LOCATING UTILITY FACILITIES IN THE PUE SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE ARIZONA PUBLIC UTILITIES COMMISSION. SUCH PUBLIC OR PRIVATE UTILITIES SHALL BE MAINTAINED AND REPAIR EXPENSES SHALL BE THE RESPONSIBILITY OF THE OWNER. EASEMENTS ARE DEDICATED AS SHOWN ON THIS MOD.

NOTHING CONTAINED HEREIN SHALL BE DEEMED TO DEDICATE ANY PORTION OF THE TRACTS FOR PUBLIC USE OTHER THAN FOR EASEMENTS SPECIFICALLY GRANTED TO THE PUBLIC HEREIN.

OWNER WARRANTS AND REPRESENTS TO THE TOWN TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LEASER, EASEMENT HOLDER OR OTHER PERSON, OR ENTITY, HAVING ANY INTEREST IN THE LAND OR ANY PART THEREOF, HAS BEEN ADVISED OF THE CONTENTS OF THIS MOD AND THAT ALL SUCH INTERESTS HAVE BEEN CREATED OR TRANSMITTED BY THIS MOD AND CONSENTED TO, OR JOINED, BY ALL SUCH PERSONS. ALL INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OR WHICH OWNERS WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS MOD IS RECORDED.

IN WITNESS WHEREOF:

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, AS OWNER, HAS HEREUNTO CAUSED THEIR NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF W. THOMAS HICKCOX, ITS SENIOR VICE PRESIDENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION  
BY: \_\_\_\_\_ ITS SENIOR VICE PRESIDENT

### NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, APPEARED W. THOMAS HICKCOX, WHO HAS BEEN DULY QUALIFIED AND IS THE SENIOR VICE PRESIDENT, AND THAT HE EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC  
BY: \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

### CHURCH FARM COMMUNITY ASSOCIATION RATIFICATION

IN THIS RATIFICATION, KAREN BEACON, DULY ELECTED PRESIDENT OF THE CHURCH FARM COMMUNITY ASSOCIATION, APPROVES THE REPROBATED RECORDED HEREIN.

BY: KAREN BEACON \_\_\_\_\_ ITS PRESIDENT

### NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, KAREN BEACON PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO KNOWLEDGED HERSELF TO BE THE PRESIDENT OF THE CHURCH FARM COMMUNITY ASSOCIATION, AND THAT SHE, AS PRESIDENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC  
BY: \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

### APPROVALS

APPROVED BY THE TOWN COUNCIL OF QUEEN CREEK, ARIZONA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BY: \_\_\_\_\_ MAYOR  
\_\_\_\_\_ TOWN CLERK

### DEPARTMENT APPROVALS

THIS PLAT WAS APPROVED AS TO FORM BY THE TOWN ENGINEERING MANAGER AND THE TOWN PLANNING MANAGER.

APPROVED BY: \_\_\_\_\_ TOWN ENGINEER  
\_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ TOWN PLANNING MANAGER  
\_\_\_\_\_ DATE: \_\_\_\_\_

### ASSURANCE STATEMENT

ASSURANCE IN THE FORM OF A CASH, PERFORMANCE OR SUBDIVISION BOND OR IRREVOCABLE LETTER OF CREDIT IN THE AMOUNT OF \$ \_\_\_\_\_ WILL BE DEPOSITED WITH THE TOWN ENGINEERING MANAGER PRIOR TO ISSUING PERMITS FOR CONSTRUCTION TO GUARANTEE CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

### AREA CALCULATIONS

TRACTS	289,835 SQ. FT.
RIGHT OF WAY	162,420 SQ. FT.
TOTAL	452,255 SQ. FT.

SHEET INDEX	
SHEET	15-238-010A
COVER SHEET	1
PLAT SHEETS	2-3

### GENERAL NOTES

- NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION PLANTED NOR ALLOWED TO GROW WITHIN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO EXISTING UTILITIES OR STRUCTURES WITHIN THE RIGHT-OF-WAY OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE TOWN. THE TOWN MAY, IF IT SO DESIRES, CONSTRUCT AND/OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE EASEMENT.
- IN EASEMENTS FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER OR A COMBINATION THEREOF, ALL GROUNDSURFACE UTILITIES SHALL BE PLACED UNDERGROUND WITH THE EXCEPTION OF:
  - ALL NEW OR RELOCATED UTILITIES WHICH ARE PLACED UNDERGROUND WITH THE EXCEPTION OF
  - POWER LINES WHICH ARE BARE LINES OR MORE.
- 60 KV ELECTRICAL LINES MUST BE RELOCATED OUTSIDE OF THE RIGHT-OF-WAY OR TO THE EDGE OF THE RIGHT-OF-WAY.
- ELECTRICAL LINES SHALL BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
- CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES, AND WOOD, WIRE OR REMOVABLE SECTION TYPE UTILITIES UNLESS APPROVED OTHERWISE BY THE TOWN OF QUEEN CREEK.
- CONSTRUCTION SHALL BE LIMITED TO THE TOWN OF QUEEN CREEK, INCLUDING THE 50-NEAR 24 HOUR TOWNSHIP WITHIN 36 HOURS (OWNERS) OF ANY BASH, FAILURE TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASH INTO COMPLIANCE.
- THE TOWN OF QUEEN CREEK IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY LANDSCAPED AREAS WITHIN THIS PROJECT.
- THIS SITE IS SUBJECT TO C.C. & R.'S AS RECORDED IN THE MARICOPA COUNTY RECORDER.
- THIS SITE IS NEAR PHOENIX MESA GATEWAY AIRPORT, DUE TO ITS PROXIMITY TO PHOENIX MESA GATEWAY AIRPORT, THE SITE IS LIKELY TO EXPERIENCE AIRCRAFT OVER FLIGHTS, WHICH COULD GENERATE NOISE LEVELS WHICH MAY BE OF CONCERN TO SOME INDIVIDUALS. THE L.L.X. OF THIS PROJECT IS LOCATED NEAR THE AIRPORT, SCHOOL, DUMP DUSTING, CHARTER, CORPORATE, GENERAL AVIATION AND MILITARY AIRPORT.
- THIS SITE HAS AN AVIATION EASEMENT AS RECORDED IN DOCUMENT 2012-1048447 MCR.
- THIS SITE IS LOCATED NEAR A RAILROAD TRACK AND IT IS AN OPERATING RAIL LINE.
- THIS SITE IS NEAR AREAS SUBJECT TO CRAP DUMPING OPERATIONS. CONCRETE, METALLURGICAL OPERATIONS ALSO EXIST IN THE AREA AND THIS SITE MAY BE SUBJECT TO NOISE, DUST AND POSSIBLY OTHERS NORMALLY ASSOCIATED WITH AGRICULTURAL OPERATIONS. ADDITIONALLY, THIS SITE IS LOCATED IN AN AREA WHERE THERE ARE AIRCRAFT OPERATIONS ASSOCIATED WITH THE TOWN OF QUEEN CREEK. IN ADDITION TO HAVING A COURSE ELEMENTARY SCHOOL WITHIN THE CHURCH FARM SUBDIVISION BOUNDARIES, NOISE LIGHTS AND PARKING ISSUES MAY EXIST AT THESE LOCATIONS AND IN THE SURROUNDING AREAS.
- NO ABOVE GROUND UTILITY FACILITIES WITHIN THE PUE WITHOUT SHIP'S PRIOR AUTHORIZATION.

### BASIS OF BEARING

THE EXIST LINE OF THE NORTH-EAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN WHICH BEARS SOUTH 07°32'35" EAST PER THE MAP OF DEDICATION FILED AS BOOK 1016, PAGE 10 MARICOPA COUNTY RECORDS.

### SURVEYOR'S CERTIFICATION

I, JAMES B. RICHARDS, PLS 49916, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA THAT IS PLAT CONSISTING OF THREE (3) SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JANUARY, 2013, THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO EMERGE THE SURVEY TO BE RETRACED.

JAMES B. RICHARDS, PLS 49916  
ATWELL LLC  
4700 EAST SOUTHERN AVENUE  
MESA, ARIZONA 85208



NOTE: A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM SHALL IMPLY THAT THE PERSON OR FIRM HAS CONDUCTED A REASONABLE INSPECTION OF THE RECORDING FACTS OF FINDINGS AND BELIEFS THAT THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OF GUARANTEE.









Requesting Department:  
Development Services  
**TAB E**

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

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

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE "FINAL  
PLAT" FOR QUAIL CREEK. A REQUEST BY K. HOVNIANIAN  
AT QUAIL CREEK, LLC.**

**DATE: SEPTEMBER 18, 2013**

---

**Staff Recommendation:**

Staff recommends approval of the "Final Plat" for Quail Creek. A request by K. Hovnianian at Quail Creek, LLC.

**Relevant Council Goal(s):**

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

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

**Proposed Motion:**

Move to approve the "Final Plat" for Quail Creek. A request by K. Hovnianian at Quail Creek, LLC.

**History:**

- March 15, 2006      Town Council approved Quail Creek by Highland Homes, Ordinance # 343-06. (This project never recorded a final plat).
- March 13, 2013      Planning Commission recommended approval of Quail Creek by K. Hovnianian Homes, RZ13-004, and SD13-005.

April 17, 2013

Town Council approved Quail Creek by K. Hovnanian Homes, Ordinance # 532-13, RZ13-004, and SD13-005.

**Discussion:**

The applicant is requesting approval of a Final Plat for a 47 lot single-family residential subdivision on approximately 37.4 acres located at the southeast corner of Queen Creek and Sossaman roads. The property is a Planned Area Development with an underlying R1-9 zoning designation. The subdivision has a density of 1.33 homes per acre which is consistent with the General Plan Land Use Map which established Medium Density Residential that allows a range of 0-3 DU/AC. The subdivision is to be a privately owned gated community with 2 access points onto Sossaman Road. The offsite street improvements for Sossaman Road will be constructed simultaneously with the onsite improvements.

**Remaining Items required prior to recording of the Final Plat:**

1. Onsite and offsite construction assurance shall be deposited with the Town prior to recording of the Final Plat.
2. The Assured Water Supply DWR File No. block shall be filled in prior to recording of the Final Plat.
3. The Deed Restriction block shall be filled in prior to recording of the Final Plat.

**Fiscal Impact:**

The Town will receive building permit fees for all homes that develop within the 47 lot subdivision. The Owner (K. Hovnanian at Quail Creek, LLC) will complete offsite roadway improvements that will require future maintenance costs by the Town.

**Alternatives:**

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

**Attachments:**

Final Plat

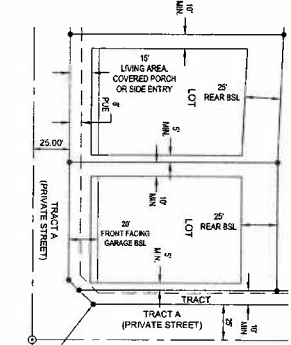




**GENERAL NOTES**

1. THE PRIVATE STREET WILL REMAIN PRIVATE AND WILL NEVER CONVERT TO PUBLIC OWNERSHIP.
2. NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION REMOVED OR ALTERED WITHOUT THE WRITTEN APPROVAL OF THE TOWN ENGINEER. IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES NOT INDICATED HEREON SHALL BE MADE TO THE FLOW OF WATER OVER, UNDER OR THROUGH THE FACILITIES TO BE MAINTAINED BY THE TOWN ENGINEER.
3. THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE SUBDIVISION.
4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN ENGINEER'S SPECIFICATIONS FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER OR A PUBLIC UTILITY.
5. ALL INTERIOR CORNERS SHALL BE ADJACENT WITH 1/2 REBAR AND COVERED REINFORCED CONCRETE. THE REGISTRATION NUMBER OF THE SURVEYOR SHALL BE PLACED ON THE REBAR.
6. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND WITH THE EXCEPTED UTILITIES SHOWN ON THIS PLAN.
7. ALL ELECTRICAL LINES MUST BE LOCATED TO OUTSIDE OF THE RIGHT-OF-WAY EXCEPT FOR THE RIGHT-OF-WAY LOCATED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
8. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE ARIZONA CORPORATION COMMISSION.
9. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE ARIZONA CORPORATION COMMISSION.
10. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE ARIZONA CORPORATION COMMISSION.
11. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE ARIZONA CORPORATION COMMISSION.
12. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE ARIZONA CORPORATION COMMISSION.
13. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE ARIZONA CORPORATION COMMISSION.
14. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE ARIZONA CORPORATION COMMISSION.
15. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE ARIZONA CORPORATION COMMISSION.
16. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE ARIZONA CORPORATION COMMISSION.
17. THIS SITE IS LOCATED NEAR A PARALLEL TRACK AND THE RAIL LINE EXPERIENCE AT THE INTERSECTION AND UNCONDITIONAL PERMISSION IS GIVEN TO THE TOWN OF GREEN CREEK AND MARICOPA COUNTY SHERIFFS OFFICE TO BE ON THE SUBDIVISION FOR THE PURPOSES OF ROUTINE MAINTENANCE AND INSPECTION.

**LOT SIZE, SETBACK, AND LOT PIN DETAIL**



THE CAL PROPERTY PIN LOCAL NUMBER CORNERS TO BE SET BY CONSTRUCTION PERMITS.

**LOT TABLE**

LOT #	AREA
1	15866.02 SF
2	16709.86 SF
3	16838.89 SF
4	15414.35 SF
5	16017.22 SF
6	18017.23 SF
7	16011.35 SF
8	16853.33 SF
9	23071.69 SF
10	13875.12 SF
11	13775.47 SF
12	13775.47 SF
13	14169.53 SF
14	14766.20 SF
15	20470.87 SF
16	16813.02 SF
17	16806.00 SF
18	13247.22 SF
19	14720.42 SF
20	14213.48 SF
21	13844.46 SF
22	13847.46 SF
23	13308.46 SF
24	13263.46 SF

**LOT TABLE**

LOT #	AREA
26	13263.47 SF
27	13247.43 SF
28	14843.43 SF
29	16222.78 SF
30	14870.22 SF
31	16838.43 SF
32	14161.33 SF
33	13775.00 SF
34	13775.00 SF
35	13775.00 SF
36	13775.00 SF
37	13775.00 SF
38	13775.00 SF
39	13775.00 SF
40	13775.00 SF
41	14672.35 SF
42	13263.48 SF
43	13263.48 SF
44	13263.48 SF
45	13263.48 SF
46	13263.48 SF
47	13263.48 SF

**LOT TABLE**

LOT #	AREA
48	13263.48 SF
49	13263.48 SF
50	13263.48 SF
51	13263.48 SF
52	13263.48 SF
53	13263.48 SF
54	13263.48 SF
55	13263.48 SF
56	13263.48 SF
57	13263.48 SF
58	13263.48 SF
59	13263.48 SF
60	13263.48 SF
61	13263.48 SF
62	13263.48 SF
63	13263.48 SF
64	13263.48 SF
65	13263.48 SF
66	13263.48 SF
67	13263.48 SF
68	13263.48 SF
69	13263.48 SF
70	13263.48 SF
71	13263.48 SF
72	13263.48 SF
73	13263.48 SF
74	13263.48 SF
75	13263.48 SF
76	13263.48 SF
77	13263.48 SF
78	13263.48 SF
79	13263.48 SF
80	13263.48 SF
81	13263.48 SF
82	13263.48 SF
83	13263.48 SF
84	13263.48 SF
85	13263.48 SF
86	13263.48 SF
87	13263.48 SF
88	13263.48 SF
89	13263.48 SF
90	13263.48 SF
91	13263.48 SF
92	13263.48 SF
93	13263.48 SF
94	13263.48 SF
95	13263.48 SF
96	13263.48 SF
97	13263.48 SF
98	13263.48 SF
99	13263.48 SF
100	13263.48 SF

**LOT TABLE**

LOT #	AREA
41	13263.48 SF

**CURVE TABLE**

CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C1	625.00'	313.87'	28.4632°	161.32'
C2	575.00'	281.18'	22.9237°	147.16'
C3	375.00'	180.04'	20.0296°	97.11'
C4	20.00'	6.82'	18.4113°	3.28'
C5	50.00'	17.44'	14.9330°	8.31'
C6	20.00'	6.38'	18.1718°	3.22'
C7	20.00'	6.38'	18.1718°	3.22'
C8	20.00'	6.38'	18.1718°	3.22'
C9	50.00'	17.44'	14.9330°	8.31'
C10	20.00'	6.82'	18.4113°	3.28'
C11	50.00'	22.11'	23.5354°	97.08'
C12	20.00'	6.82'	18.4113°	3.28'
C13	1275.00'	125.59'	6.9529°	71.70'
C14	1225.00'	144.62'	6.7410°	72.09'
C15	490.00'	51.08'	5.9529°	25.57'
C16	500.00'	50.42'	5.4524°	25.14'
C17	12.50'	82.70'	128.2038°	74.16'
C18	12.50'	12.36'	92.3739°	6.74'
C19	309.50'	47.26'	8.0622°	22.73'
C20	290.50'	43.30'	8.3324°	21.75'
C21	1275.00'	149.80'	6.7410°	74.03'
C22	1225.00'	148.11'	6.9529°	74.63'
C23	276.00'	44.88'	9.7634°	22.39'
C24	226.00'	66.83'	24.2156°	42.88'
C25	426.00'	274.30'	28.2524°	169.48'
C26	600.00'	308.32'	28.2524°	157.59'
C27	400.00'	205.67'	28.2723°	106.16'
C28	1250.00'	152.19'	6.9529°	76.17'

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C30	80.00'	825.00'	8.30°	46.11'
C31	80.00'	825.00'	8.30°	46.12'
C32	80.00'	825.00'	8.30°	46.12'
C33	20.00'	625.00'	9.17°	50.11'
C34	20.00'	625.00'	9.17°	50.11'
C35	20.00'	625.00'	9.17°	50.11'
C36	20.00'	625.00'	9.17°	50.11'
C37	20.00'	625.00'	9.17°	50.11'
C38	20.00'	625.00'	9.17°	50.11'
C39	20.00'	625.00'	9.17°	50.11'
C40	20.00'	625.00'	9.17°	50.11'
C41	20.00'	625.00'	9.17°	50.11'
C42	20.00'	625.00'	9.17°	50.11'
C43	20.00'	625.00'	9.17°	50.11'
C44	20.00'	625.00'	9.17°	50.11'
C45	20.00'	625.00'	9.17°	50.11'
C46	20.00'	625.00'	9.17°	50.11'
C47	20.00'	625.00'	9.17°	50.11'
C48	20.00'	625.00'	9.17°	50.11'
C49	20.00'	625.00'	9.17°	50.11'
C50	20.00'	625.00'	9.17°	50.11'
C51	20.00'	625.00'	9.17°	50.11'
C52	20.00'	625.00'	9.17°	50.11'
C53	20.00'	625.00'	9.17°	50.11'
C54	20.00'	625.00'	9.17°	50.11'
C55	20.00'	625.00'	9.17°	50.11'
C56	20.00'	625.00'	9.17°	50.11'
C57	20.00'	625.00'	9.17°	50.11'
C58	20.00'	625.00'	9.17°	50.11'
C59	20.00'	625.00'	9.17°	50.11'
C60	20.00'	625.00'	9.17°	50.11'
C61	20.00'	625.00'	9.17°	50.11'
C62	20.00'	625.00'	9.17°	50.11'
C63	20.00'	625.00'	9.17°	50.11'
C64	20.00'	625.00'	9.17°	50.11'
C65	20.00'	625.00'	9.17°	50.11'
C66	20.00'	625.00'	9.17°	50.11'
C67	20.00'	625.00'	9.17°	50.11'
C68	20.00'	625.00'	9.17°	50.11'
C69	20.00'	625.00'	9.17°	50.11'
C70	20.00'	625.00'	9.17°	50.11'
C71	20.00'	625.00'	9.17°	50.11'
C72	20.00'	625.00'	9.17°	50.11'
C73	20.00'	625.00'	9.17°	50.11'
C74	20.00'	625.00'	9.17°	50.11'
C75	20.00'	625.00'	9.17°	50.11'
C76	20.00'	625.00'	9.17°	50.11'
C77	20.00'	625.00'	9.17°	50.11'
C78	20.00'	625.00'	9.17°	50.11'
C79	20.00'	625.00'	9.17°	50.11'
C80	20.00'	625.00'	9.17°	50.11'
C81	20.00'	625.00'	9.17°	50.11'
C82	20.00'	625.00'	9.17°	50.11'
C83	20.00'	625.00'	9.17°	50.11'
C84	20.00'	625.00'	9.17°	50.11'
C85	20.00'	625.00'	9.17°	50.11'
C86	20.00'	625.00'	9.17°	50.11'
C87	20.00'	625.00'	9.17°	50.11'
C88	20.00'	625.00'	9.17°	50.11'
C89	20.00'	625.00'	9.17°	50.11'
C90	20.00'	625.00'	9.17°	50.11'
C91	20.00'	625.00'	9.17°	50.11'
C92	20.00'	625.00'	9.17°	50.11'
C93	20.00'	625.00'	9.17°	50.11'
C94	20.00'	625.00'	9.17°	50.11'
C95	20.00'	625.00'	9.17°	50.11'
C96	20.00'	625.00'	9.17°	50.11'
C97	20.00'	625.00'	9.17°	50.11'
C98	20.00'	625.00'	9.17°	50.11'
C99	20.00'	625.00'	9.17°	50.11'
C100	20.00'	625.00'	9.17°	50.11'

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C99	31.11'	298.39'	6.57°	16.57'
C100	19.88'	292.39'	2.07°	5.14'
C101	62.81'	37.50'	86.87°	14.63'

**LINE TABLE**

LINE #	LENGTH	BEARINGS
L1	282.14'	S09°22'28"W
L2	282.14'	S09°22'28"W
L3	273.85'	S72°13'02"W
L4	31.50'	N62°59'28"E
L5	24.28'	N44°57'23"W
L6	24.28'	N44°57'23"W
L7	24.28'	N44°57'23"W
L8	24.28'	N44°57'23"W
L9	24.28'	N44°57'23"W
L10	24.28'	N44°57'23"W
L11	24.28'	N44°57'23"W
L12	24.28'	N44°57'23"W
L13	24.28'	N44°57'23"W
L14	24.28'	N44°57'23"W
L15	24.28'	N44°57'23"W
L16	24.28'	N44°57'23"W
L17	24.28'	N44°57'23"W
L18	24.28'	N44°57'23"W
L19	24.28'	N44°57'23"W
L20	24.28'	N44°57'23"W
L21	24.28'	N44°57'23"W
L22	24.28'	N44°57'23"W
L23	24.28'	N44°57'23"W
L24	24.28'	N44°57'23"W
L25	24.28'	N44°57'23"W
L26	24.28'	N44°57'23"W
L27	24.28'	N44°57'23"W
L28	24.28'	N44°57'23"W
L29	24.28'	N44°57'23"W
L30	24.28'	N44°57'23"W
L31	24.28'	N44°57'23"W
L32	24.28'	N44°57'23"W
L33	24.28'	N44°57'23"W
L34	24.28'	N44°57'23"W
L35	24.28'	N44°57'23"W
L36	24.28'	N44°57'23"W
L37	24.28'	N44°57'23"W
L38	24.28'	N44°57'23"W
L39	24.28'	N44°57'23"W
L40	24.28'	N44°57'23"W
L41	24.28'	N44°57'23"W
L42	24.28'	N44°57'23"W
L43	24.28'	N44°57'23"W
L44	24.28'	N44°57'23"W
L45	24.28'	N44°57'23"W
L46	24.28'	N44°57'23"W
L47	24.28'	N44°57'23"W
L48	24.28'	N44°57'23"W
L49	24.28'	N44°57'23"W
L50	24.28'	N44°57'23"W
L51	24.28'	N44°57'23"W
L52	24.28'	N44°57'23"W
L53	24.28'	N44°57'23"W
L54	24.28'	N44°57'23"W
L55	24.28'	N44°57'23"W
L56	24.28'	N44°57'23"W
L57	24.28'	N44°57'23"W
L58	24.28'	N44°57'23"W
L59	24.28'	N44°57'23"W
L60	24.28'	N44°57'23"W
L61	24.28'	N44°57'23"W
L62	24.28'	N44°57'23"W
L63	24.28'	N44°57'23"W
L64	24.28'	N44°57'23"W
L65	24.28'	N44°57'23"W
L66	24.28'	N44°57'23"W
L67	24.28'	N44°57'23"W
L68	24.28'	N44°57'23"W
L69	24.28'	N44°57'23"W
L70	24.28'	N44°57'23"W
L71	24.28'	N44°57'23"W
L72	24.28'	N44°57'23"W
L73		

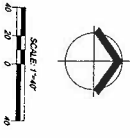






- LEGEND**
- DEPOTES MARICOPA COUNTY
  - DEPOTES TOWN OF QUEEN CREEK
  - DEPOTES ALUMINUM CAP
  - DEPOTES BRASS CAP
  - DEPOTES CONCRETE
  - DEPOTES CONCRETE ACCESS EASEMENT
  - DEPOTES CONCRETE DRIVE
  - DEPOTES MARICOPA COUNTY RECORDS
  - DEPOTES ROAD AND DRIVEWAY
  - DEPOTES EASEMENT
  - DEPOTES ASSESSORS PARCEL NUMBER
  - DEPOTES CURB HOUSING LA NUMBER
  - DEPOTES SURVEY NUMBER TO BE SET AT END OF STREET
  - DEPOTES OWNER OF THE SUBDIVISION TO BE SET WITH REF TO THE CURB HOUSING LA AND STD DTL
  - DEPOTES SOUTH DISTANCE EASEMENT LINE
  - DEPOTES NORTH DISTANCE EASEMENT LINE
  - DEPOTES WEST DISTANCE EASEMENT LINE
  - DEPOTES EAST DISTANCE EASEMENT LINE
  - DEPOTES OTHER DISTANCE EASEMENT LINE
  - DEPOTES OTHER DISTANCE EASEMENT LINE

**NOTE**  
TWO STORY HOMES SHALL NOT BE BUILT ON LOTS 18-23.  
**NOTE**  
ADJUSTING THE CURB/CHALK VEHICLES (LOTS 18)  
**NOTE**  
REFER TO SHEET 7 OF THIS FINAL PLAT FOR LINE AND CURVE DATA.



**FP04**

DATE: 1/18/2011  
 DRAWN: J. B. HARRIS  
 CHECKED: J. B. HARRIS  
 PROJECT: 1. BARRIS

SHEETING: 0225 SURV FP04

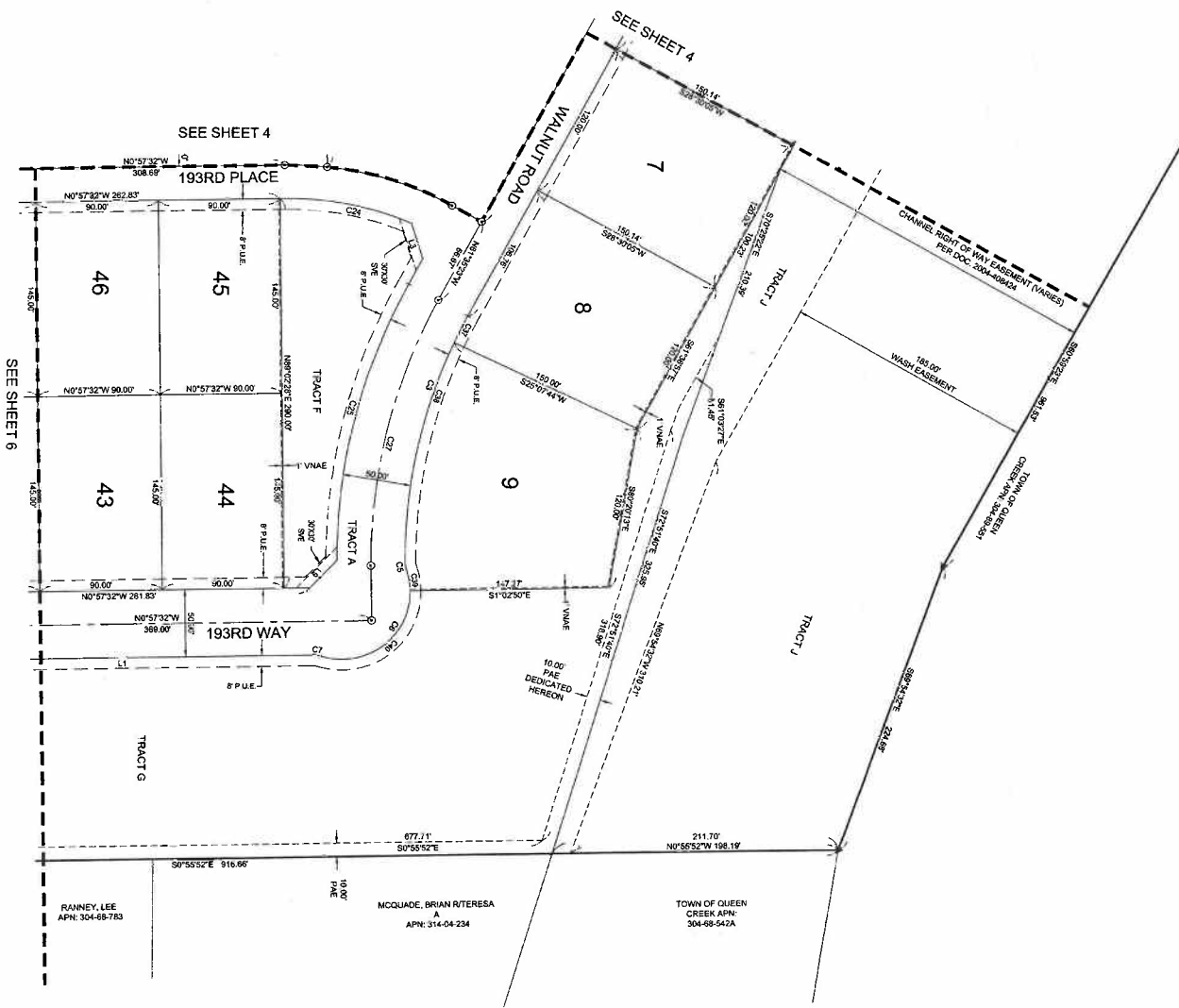
APPROVED: [Signature]

STATE OF ARIZONA  
 COUNTY OF MARICOPA  
 SUPERVISOR OF RECORDS

**FINAL PLAT  
 QUAIL CREEK**  
 QUEEN CREEK ROAD AND SOSSAMAN ROAD  
 TOWN OF QUEEN CREEK, ARIZONA

**Cardno**  
 Shaping the Future

PHOENIX  
 9977 N 90TH ST, STE 350, SCOTTSDALE, AZ 85256  
 TEL: (602) 977-8000 FAX: (602) 977-8999 www.cardno.com



SEE SHEET 4

SEE SHEET 6

SEE SHEET 4

RAINEY, LEE  
APH: 304-68-763

MCQUADE, BRIAN RITERESA  
A  
APH: 314-04-234

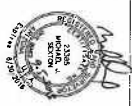
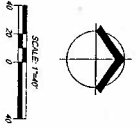
TOWN OF QUEEN  
CREEK APN:  
304-68-542A

**LEGEND**

- M/C DENOTES MARICOPA COUNTY
- T/C DENOTES TOWN OF QUEEN CREEK
- R/D DENOTES ROAD
- CH/E DENOTES CHANNEL
- MC/D DENOTES MOUNTAIN CREEK DEVELOPMENT
- SR/E DENOTES SQUARE FOOT
- V/A/E DENOTES VERTICAL ACCESS EASEMENT
- M/C/R DENOTES MARICOPA COUNTY RECORDER
- APN DENOTES ASSessor's PARCEL NUMBER
- DENOTES FOUND MARKERS AS NOTED
- DENOTES SURVEY MARKERS TO BE SET AT TIME OF STREET
- ▲ DENOTES CORNER OF THIS SUBDIVISION TO BE SET WITH 125.1 TYPE "C" JACKETS OR BENCHMARK NOTED
- DENOTES EASEMENT LINE AS NOTED
- - - DENOTES BOUNDARY LINE OF PLAT
- DENOTES BOUNDARY LINE OF EXISTING EASEMENT
- DENOTES SECTION LINE

**NOTE**  
TWO TOWN HOMES SHALL NOT BE BUILT ON LOTS 7 AND 8 ABUTTING THE QUEEN CREEK WASH LOTS 1-9)

**NOTE**  
REFER TO SHEET 7 OF THIS FINAL PLAT ONLINE AND CURVED DATA

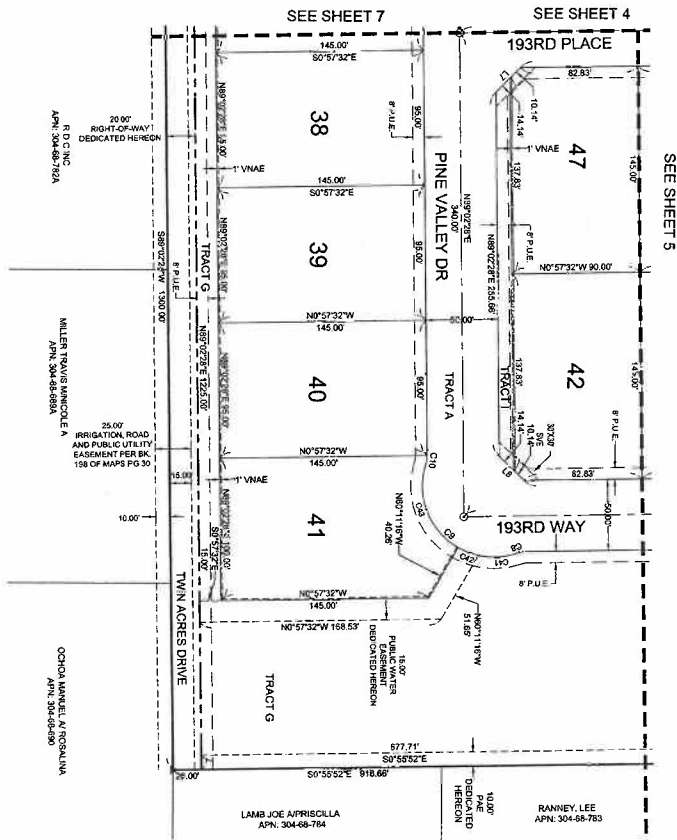


**FINAL PLAT  
QUAIL CREEK**  
QUEEN CREEK ROAD AND SOSSAMAN ROAD  
TOWN OF QUEEN CREEK, ARIZONA

**Cardno**  
Shaping the Future

PHOENIX  
9777 N 90TH ST, STE 350, SCOTTSDALE, AZ 85258  
TEL: (602) 977-0000 FAX: (602) 977-3308 www.cardno.com

DATE: 1/1/2000  
DRAWN: L. G. HARRIS  
CHECKED: L. G. HARRIS  
PROJECT: 02983-SUB/F/P05  
SHEET NUMBER: FP05



SEE SHEET 5

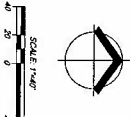
SEE SHEET 7

SEE SHEET 4

**LEGEND**

- DENOTES MARICOPA COUNTY
- DENOTES TOWN OF QUEEN CREEK
- DENOTES ALUMINUM CUP
- DENOTES BRASS CUP
- DENOTES COPPER CUP
- DENOTES SQUARE FEET
- DENOTES PERMITTING ACCESS EASEMENT
- DENOTES PERMITTING EASEMENT
- DENOTES MARICOPA COUNTY RECORDS
- DENOTES LAND SURVEY
- DENOTES ASSESSOR'S PARCEL NUMBER
- DENOTES FOUND VOLUNTARY EASEMENT
- DENOTES SHARED EASEMENT TO BE SET AT TIME OF STREET IMPROVEMENTS BY PAVING CONTRACTOR PER M.A.3 STD. 01
- DENOTES CORNER OF THIS SUBDIVISION TO BE SET WITH AN "L" TYPE "C" UNLESS OTHERWISE NOTED
- DENOTES EXISTENT LINE AS NOTED
- DENOTES WHICH NON-ACCESS EASEMENT
- DENOTES BOUNDARY LINE OF PLAT
- DENOTES SEPT DRYWELL EASEMENT LINE
- DENOTES SECTION LINE

**NOTE**  
REFER TO SHEET 7 OF THIS FINAL PLAT FOR LINE AND CURVE DATA



DATE: 1/26/2011  
 DRAWN: L.F.R.M.S.  
 CHECKED: T.B.M.S.  
 PROJECT #: 14028800  
 SHEET TITLE: QUAIL CREEK  
 SHEET NUMBER: 0230-SUBV-FP06  
 SHEET TOTAL: 10



**FINAL PLAT**  
**QUAIL CREEK**  
 QUEEN CREEK ROAD AND SOSSAMAN ROAD  
 TOWN OF QUEEN CREEK, ARIZONA

**Cardno**  
 Shaping the Future  
 PHOENIX  
 9977 N 90TH ST, STE 300, SCOTTSDALE, AZ 85258  
 TEL: (602) 977-6000 FAX: (602) 977-8099 www.cardno.com





Requesting Department:

Development Services

**TAB F**

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

**FROM: TROY WHITE, PUBLIC WORKS DIVISION MANAGER  
RAMONA SIMPSON, ENVIRONMENTAL PROJECTS SUPERVISOR**

**RE: DISCUSSION AND POSSIBLE APPROVAL OF A COOPERATIVE CONTRACT WITH FRIENDS OF HORSESHOE PARK, INC. TO CONSTRUCT DRIVEWAYS AT HORSESHOE PARK & EQUESTRIAN CENTRE IN THE AMOUNT OF \$230,000. FUNDING WILL BE REIMBURSED THROUGH MARICOPA COUNTY AIR QUALITY DEPARTMENT.**

**DATE: MARCH 6, 2013**

---

**Staff Recommendation:**

Staff recommends approval of a cooperative contract with the Friends of Horseshoe Park to construct driveways at Horseshoe Park & Equestrian Centre in the amount of \$230,000.

**Relevant Council Goal(s):**

Town of Queen Creek Corporate Strategic Plan - Key Result Area 4 - Objective 3

- *Promote the Town's sustainability goals.*

**Proposed Motion:**

Move to approve a cooperative contract with the Friends of Horseshoe Park, Inc. to construct driveways at Horseshoe Park & Equestrian Centre in the amount of \$230,000.

**Discussion:**

The Maricopa County Air Quality Department (MCAQD) requested proposals for air quality projects in Maricopa County to be funded from payments received through the Queen Creek Landfill settlement agreement. MCAQD has set aside \$1 million of the settlement to conduct air quality projects within Maricopa County within an approximate 5-mile radius of the Queen Creek Landfill. Projects approved for the funding are required to upfront the cost and submit invoices for reimbursement.



The MCAQD's goal is to ensure federal clean air standards are achieved and maintained for all Maricopa County residents; thus any project approved for funding must further this goal. The two categories of project considered were:

1. Pollution Prevention

A pollution prevention project reduces or eliminates pollution before generation. This includes any practice that reduces the amount of any pollutant being released into the ambient air, prior to pollution control.

2. Pollution Reduction

A pollution reduction project reduces or eliminates pollution after generation through an approach that applies containment techniques or pollution control.

The Town submitted an application for the installation of solar panels at the Queen Creek Library. This application is currently not being considered. However, the Friends of Horseshoe Park, in coordination with the Town, submitted an application to pave the driveways at Horseshoe Park. This application is being recommended by MCAQD to the Board of Supervisors (BOS) for approval. The Board of Supervisors will take up this matter for consideration at their September 25<sup>th</sup> Board meeting.

MCAQD is requiring an agreement between the Friends of Horseshoe Park and the Town because the project is located on Town owned property. Additionally, the Town will be the project lead and oversee all construction activities. The Town will also provide the required upfront costs that will be reimbursed by MCAQD. The total estimated project cost is \$230,000 and includes a 10% contingency.

If approved by Town Council and subsequently by the BOS, the project is required to be completed within one year. Town project management staff will coordinate improvements with Horseshoe Park staff as to limit any impacts to scheduled events.

The paving of the driveways will assist in improving air quality and will save the Town approximately \$25,000 annually in staff time and water costs associated with event dust control activities.

**Fiscal Impact:**

Sufficient funding is available to provide the upfront cost of the project in the Pavement Maintenance Program 2013/2014 FY budget.

**Alternatives:**

Council could choose not to enter into cooperative contract and forego the improvements at this time. However, it is unlikely that this particular funding opportunity will be available in the future.

**Attachments:**

1. Draft Contract

Attachment 1  
Draft Contract



## TOWN OF QUEEN CREEK

### CONTRACT FOR FEDERAL FUNDS FROM FRIENDS OF HORSESHOE PARK INC.

This Contract is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and Friends of Horseshoe Park Inc., (501-C3) an Arizona corporation ("Contractor"). Town and Contractor may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

#### RECITALS

The Purpose of this cooperative action by the Contractor and Town is to allow the Contractor and Town to acquire Federal funds to pay for the construction of driveways at Horseshoe Park Equestrian Centre to reduce particulate matter in the community; and

The Town desires to designate Contractor as authorized agent for the Town and enter into a contract to receive Federal funds from the Contractor to pay for Town's construction of driveways at the Horseshoe Park Equestrian Centre further described in the attached **Exhibit A** (the "Project"); and

Contractor has entered an agreement, no. Serial 13017-ITN, for the purpose of receiving monies from Maricopa County, Arizona in an amount not to exceed **\$230,000.00** (the "Grant") to pay the costs for completion of the Project; and

Pursuant to agreement no. Serial 13017-ITN, once a final inspection report for the Project is provided to Maricopa County, Maricopa County shall provide the Grant to Contractor; and

Town and Contractor intend that upon completion of the Project and funding of the Grant by Maricopa County, the full amount of the Grant shall be paid to Town to reimburse Town for its expenses in completing the Project; and

The interest of Contractor in this Project is the procurement of the Grant which involves monies for the use and benefit of the Town and to authorize such Federal funds for the Project pursuant to Federal law and regulations. The Contractor shall be the designated agent for the Town, if the Project is approved by Maricopa County and monies for the Project are available; and

The Parties shall perform their responsibilities consistent with this Contract; and

The Grant will be used for the construction of the Project, including the construction engineering and administration costs; and

The Mayor is authorized and empowered by the Town Code to execute contracts for the Town's receipt of grant monies.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth in this Contract, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENTS**

**ARTICLE 1. TOWN'S OBLIGATIONS**

1. Upon execution of the Contract, the Town shall designate the Contractor as authorized agent for the Town for purposes of procuring the Grant.
2. The Town shall be responsible for the administration, design, specifications and installation of the Project, including design plans and documents required to qualify projects for and to receive Federal funds.
3. Town shall be responsible for all costs incurred in performing and accomplishing the Project as set forth under this contract, not covered by Federal funding. Town shall initially pay the costs for the Project and be reimbursed by Contractor with the Grant after completion of the Project. 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.
4. Town shall be responsible for any difference between the estimated and actual costs of the Project, not covered by the Grant.
5. Upon completion of the Project, the Town shall accept, maintain and assume responsibility of the Project.

**ARTICLE 2. CONTRACTOR'S OBLIGATIONS**

1. Upon execution of this Contract, the Contractor shall be the designated agent for the Town to apply for and receive Federal funds, if the Project is approved by Maricopa County and the Grant for the Project is available.
2. The Contractor shall submit all documentation required by Maricopa County for the Project with the recommendation that funding be approved for Town's design, and installation of the Project. Contractor shall request the maximum Grant funding for this Project, including Town's administration costs. Should costs for the Project exceed the maximum Federal funds available, the Parties acknowledge and agree that the Town will be responsible for any overage.
3. Upon completion and final inspection of the Project by the Town, the Contractor shall pay the full amount of the Grant to the Town to reimburse Town for its expenses in completing the Project.
4. The Contractor shall comply and satisfy its obligations pursuant to its agreement with Maricopa County, no. Serial 13017-ITN.

5. The Contractor shall perform all duties stated in **Exhibit B** attached hereto and incorporated herein.

6. Contractor shall keep the Town fully informed as to the availability of the Grant.

### **ARTICLE 3. PAYMENT FOR PROJECT**

The total amount to be paid by Contractor to Town under this Contract for the Project shall not exceed **\$230,000.00**.

### **ARTICLE 4. 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. Unless terminated, cancelled or extended as provided herein, the term of this Contract shall be for a term of one year, beginning on the 25<sup>th</sup> day of September 2013 and ending the 30<sup>th</sup> day of September, 2014. The Town may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of one year, (or at the Town's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Town shall notify the Contractor in writing of its intent to extend the Contract term at least 30 calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### **ARTICLE 5. TERMINATION OF CONTRACT**

The Town has the right to terminate this Contract for cause or convenience.

### **ARTICLE 6. ASSIGNMENT**

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.

### **ARTICLE 7. CONTRACT ADMINISTRATOR**

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

### **ARTICLE 8. 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 (or the Designated Contract Administrator)  
22350 South Ellsworth Road  
Queen Creek, Arizona 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

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 9. GENERAL PROVISIONS**

A. RECORDS AND AUDIT RIGHTS. Contractor'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 any matters related to this contract, including, any invoices, change orders, payments or claims submitted by the Contractor or any of his payees related to or arising out of this Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel 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, but not limited to, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute), 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 and/or replaces any prior agreements, understandings, proposals, and representations, written or oral, with respect to the Grant and Project.

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. Any action brought to interpret, enforce, or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

F. INDEPENDENT CONTRACTOR. The services Contractor 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, Contractor 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. No partnership, employment relationship or joint venture is created by this Contract.

G. TAXES. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this contract. The Town shall have

no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

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 Contractor specifically agrees and hereby warrants to the Town that in the performance of the services, Contractor and anyone acting on Contractor's behalf, including but not limited to Contractor's subcontractors, 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. None of the provisions of this Contract shall be deemed to have been waived by any act or knowledge of any Party or its agent or employees, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. § 41-4401, the Contractor warrants to the Town that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by the Contractor or any of its subcontractors 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 Contractor or any subcontractor who works on this Contract to ensure compliance with this warranty.

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

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



The provisions of this section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. As used in this Section "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. 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 Contractor to any other party to the contract with respect the subject matter of the contract.

O. LICENSES. Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Contractor under this Contract.

P. PERMITS AND RESPONSIBILITIES. Contractor 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 and provision of services.

Q. LIENS. Contractor shall cause all materials, service, or construction provided or performed under this Contract to be free of all liens, and if the Town requests, Contractor shall deliver appropriate written releases, in statutory form, of all liens to the Town.

R. WORKPLACE COMPLIANCE. 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.

S. NON-EXCLUSIVE REMEDIES. The rights and the remedies of Town under this Contract are not exclusive. Town shall be entitled to offset against any sums due to Contractor, any expenses or costs incurred by Town, or damages assessed by Town concerning Contractor's non-conforming performance or failure to perform the Contract, including costs and damages incurred by Town.

T. CONSTRUCTION. The terms and provisions of this Contract represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed

against the Party whose attorney prepared the executed Contract or any earlier draft of the same, or the exhibits.

**ARTICLE 10. FUNDS APPROPRIATION**

If the term of this Contract 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 8 of this Agreement at least thirty (30) days prior to the end of the current fiscal period and will pay to the Contractor approved charges incurred through the end of such period.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.



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

**CONTRACTOR:**

\_\_\_\_\_  
[Name of authorized representative]  
[Contractor's company name]'s [Representative's title]

## EXHIBIT A

### PROJECT DESCRIPTION

*The Town of Queen Creek Horseshoe Park & Equestrian Centre is a 38 acre equestrian park located adjacent to the Queen Creek Landfill, located on the north side of Riggs Road between Hawes and Ellsworth roads. There are two ¼ mile unpaved driveways into the centre off of Riggs Road which access the northern parking lot. The project is to construct a 2”/6” road, tint asphalt for both driveways, starting from the Riggs Road entrances to the northern parking lot. The approximate length of both driveways is ½ mile total. The project includes a 2” Asphalt Cap, new ABC, removal of existing granite to grade, pre-lower valves/manholes, and adjust to grade.*





Requesting Department:

Development Services

**TAB G**

**TO: TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

**FROM: GAIL BARNEY, MAYOR**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE APPOINTMENTS OF KAREN FABRITIIS, PHILOMENA VAN ETTEN, AND TODD BROADHEAD TO THE TRANSPORTATION ADVISORY COMMITTEE**

**DATE: SEPTEMBER 18, 2013**

---

**Mayor's Recommendation:**

It is the Mayor's recommendation to appoint Karen Fabritiis, Philomena Van Etten and Todd Broadhead to the Transportation Advisory Committee, to fill vacancies left by resigning Committee members, with their terms ending August 31, 2014.

**Relevant Council Goal(s):**

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

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

**Proposed Motion:**

Move to approve the appointments of Karen Fabritiis, Philomena Van Etten and Todd Broadhead to the Transportation Advisory Committee, to fill the vacancies left by resigning Committee members, with their terms expiring on August 31, 2014.

**Discussion:**

With the recent resignation of Chairman Nichols, and members Alan Turley and Richard Turman, the Mayor recommends the appointments of Karen Fabritiis, Philomena Van Etten and Todd Broadhead to this Committee, with their new terms ending August 31, 2014.

All three individuals live in the incorporated limits of Queen Creek, and are recent graduates of the Town's Citizen Leadership Institute.

**Fiscal Impact:**

N/A

**Alternatives:**

The Town Council could choose not to appoint these individuals to the Transportation Advisory Committee. The Council may also propose alternative appointments or request additional information.

**Attachments:**

1. Notice of Interest Forms:

- Karen Fabritiis
- Philomena Van Etten
- Todd Broadhead

Attachment 1  
Notice of Interest Forms



Received

JUN 11 2013

Town of Queen Creek

### Town of Queen Creek Notice of Interest

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

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

Town of Queen Creek  
Town Clerk's Office  
22350 S. Ellsworth Road  
Queen Creek, AZ 85242  
Fax: 480-358-3189

Please type or print

Application Date: \_\_\_\_\_

Name: KAREN D. Fabritiis  
First Middle Last

Home Address: 19701 E. Julius Rd Queen Creek AZ 85142

Mailing Address (if different from home address): SAME

Occupation: Legal Secretary (not working @ this time)

Home Telephone: 480.659.8478 Work Telephone: \_\_\_\_\_

Best Time to Call: A.M or P.M. a.m. or p.m.

Home Fax: None Work Fax: \_\_\_\_\_

E-Mail Address: pahz16@yahoo.com

How long have you lived in Queen Creek? 3 1/2 yrs

Are you a registered voter?  Yes  No

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

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

If yes, did you graduate?  Yes  No

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

Emperor Estates HOA Board - Vice President - 2yrs



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

- Arts and Culture Committee
- Board of Adjustment
- Building Code Board of Appeals
- Economic Development Commission
- Parks & Recreation Advisory Committee
- Planning and Zoning Commission
- Senior Advisory Committee
- Transportation Advisory Committee
- Other \_\_\_\_\_

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

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

After completing QC Leadership Institute, I would like to get involved in local government

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

Enthusiasm to participate!

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you available for evening meetings?  Yes  No

Are you available for morning meetings?  Yes  No

Are you available for lunch meetings?  Yes  No

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

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

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

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

Karen D. Galbreath  
Applicant's Signature

<b>FOR OFFICE USE ONLY</b>	
Committee/Commission	_____
New Appointment <input type="checkbox"/>	Re-Appointment <input type="checkbox"/>
Date Appointed/Re-Appointed	_____
Term Expiration	_____
Date of Resignation (if applicable)	_____



Received

JUN 1 2013

Town of Queen Creek

### Town of Queen Creek Notice of Interest

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

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

Town of Queen Creek  
Town Clerk's Office  
22350 S. Ellsworth Road  
Queen Creek, AZ 85242  
Fax: 480-358-3189

*Please type or print*

Application Date: 5-21-13

Name: Philomena A. VanEtten  
First Middle Last

Home Address: 21019 E. Misty Lane, Queen Creek, AZ 85142

Mailing Address (if different from home address): \_\_\_\_\_

Occupation: home

Home Telephone: 480-580-7169 Work Telephone: \_\_\_\_\_

Best Time to Call: \_\_\_\_\_ a.m. or p.m.

Home Fax: \_\_\_\_\_ Work Fax: \_\_\_\_\_

E-Mail Address: phillyandjohn@aol.com

How long have you lived in Queen Creek? 1 year

Are you a registered voter?  Yes  No

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

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

If yes, did you graduate?  Yes  No Tonight!

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

None

\_\_\_\_\_



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

- Arts and Culture Committee
- Board of Adjustment
- Building Code Board of Appeals
- Economic Development Commission
- Parks & Recreation Advisory Committee
- Planning and Zoning Commission
- Senior Advisory Committee
- Transportation Advisory Committee
- Other \_\_\_\_\_

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

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

At this point I'm just interested in learning more, and I am open to serving in the future.

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

I was in Real Estate in PA, and am very interested in planning & zoning issues.

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

Church, Real Estate, fostercare & adoption (social services) <sup>parents</sup> Worked for Maricopa Co. many years ago / Co. Mgr's office & Risk Mgmt. Dept.

Are you available for evening meetings?  Yes  No

Are you available for morning meetings?  Yes  No

Are you available for lunch meetings?  Yes  No

} Currently

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

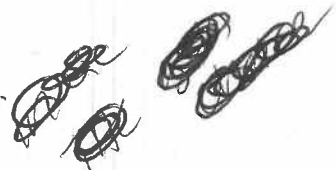
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

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

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

PA Van Etten  
Applicant's Signature

FOR OFFICE USE ONLY	
Committee/Commission	_____
New Appointment <input type="checkbox"/>	Re-Appointment <input type="checkbox"/>
Date Appointed/Re-Appointed	_____
Term Expiration	_____
Date of Resignation (if applicable)	_____



Received

MAY 23 2013

Town of Queen Creek

### Town of Queen Creek Notice of Interest

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

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

Town of Queen Creek  
Town Clerk's Office  
22350 S. Ellsworth Road  
Queen Creek, AZ 85242  
Fax: 480-358-3189

Please type or print

Application Date: 5/22/13

Name: Tedd H. Broadhead  
First Middle Last

Home Address: 22235 E. Via Del Rancho, Queen Creek, AZ 85142

Mailing Address (if different from home address): \_\_\_\_\_

Occupation: Real Estate

Home Telephone: 480-264-6397 Work Telephone: 602-303-5646

Best Time to Call: \_\_\_\_\_ a.m. or p.m.

Home Fax: \_\_\_\_\_ Work Fax: \_\_\_\_\_

E-Mail Address: Jaca02@gmail.com

How long have you lived in Queen Creek? 3 1/2 yrs.

Are you a registered voter?  Yes  No

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

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

If yes, did you graduate?  Yes  No

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

Parks & Recreation Commission (Clearfield City, UT)

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

- 4  Board of Adjustment
- 2  Economic Development Commission
- 6  Parks and Recreation Advisory Board
- 1  Planning and Zoning Commission
- 3  Town Center Committee
- 5  Transportation Advisory Committee
- Other \_\_\_\_\_

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

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

I do not have interest in a specific board or committee, I would like to be involved in creating the future for the Town.

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

I have a B.A. in Public Relations and have studied Law. I work in real estate.

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

Clearfield City Parks & Recreation Committee, Public Relations  
Student Society of America - Vice President (Weber State University)  
QC Chamber of Commerce

Are you available for evening meetings?  Yes  No

Are you available for morning meetings?  Yes  No


Are you available for lunch meetings?  Yes  No

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

Monday  Tuesday  Wednesday  Thursday  Friday

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

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

Applicant's Signature 

FOR OFFICE USE ONLY	
Committee/Commission	_____
New Appointment <input type="checkbox"/>	Re-Appointment <input type="checkbox"/>
Date Appointed/Re-Appointed	_____
Term Expiration	_____
Date of Resignation (if applicable)	_____



Requesting Department:

Real Estate and Utilities

**TAB H**

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

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

**FROM: PATRICK FLYNN – ASSISTANT TOWN MANAGER  
PAUL GARDNER – UTILITIES DIRECTOR  
SANDRA MCGEORGE – MANAGEMENT ASSISTANT II**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION  
963 - 13 AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY  
(APN 304-89-678 AND 304-89-679) FROM PJM PARTNERSHIP  
FOR USE AS A WATER/SEWER FACILITY AND ROADWAY  
RIGHT-OF-WAY**

**DATE: SEPTEMBER 18, 2013**

---

**Staff Recommendation:**

Staff recommends approval of Resolution 963-13, authorizing the acceptance of real property (APN 304-89-678 and 304-89-679) from PJM Partnership for use as a water/sewer facility and roadway right-of-way.

**Relevant Council Goal(s):**

KRA 4: Environment

Goal 2: Ensure a safe and sustainable water supply.

**Proposed Motion:**

Move to approve Resolution 963-13, authorizing the acceptance of real property (APN 304-89-678 and 304-89-679) from PJM Partnership for use as a water/sewer facility and roadway right-of-way.

**Discussion:**

The developer of Circle G at Queen Creek is willing to donate this land, located at Hawes Road and Via del Oro, to the Town. The Town has been using the larger parcel as an easement for water/sewer equipment since before the development of the subdivision. The smaller parcel will become road right-of-way. The owner has no use for the underlying property and is willing to donate it to the Town by a Quit Claim deed. There are current and back taxes owed in the amount of \$2,810.21. Staff recommends that the Town pay the taxes in exchange for the gift of the property.

**Fiscal Impact:**

The cost to the Town for the property acquisition would be approximately \$2,830 for the payment of current and back taxes and recording fees.

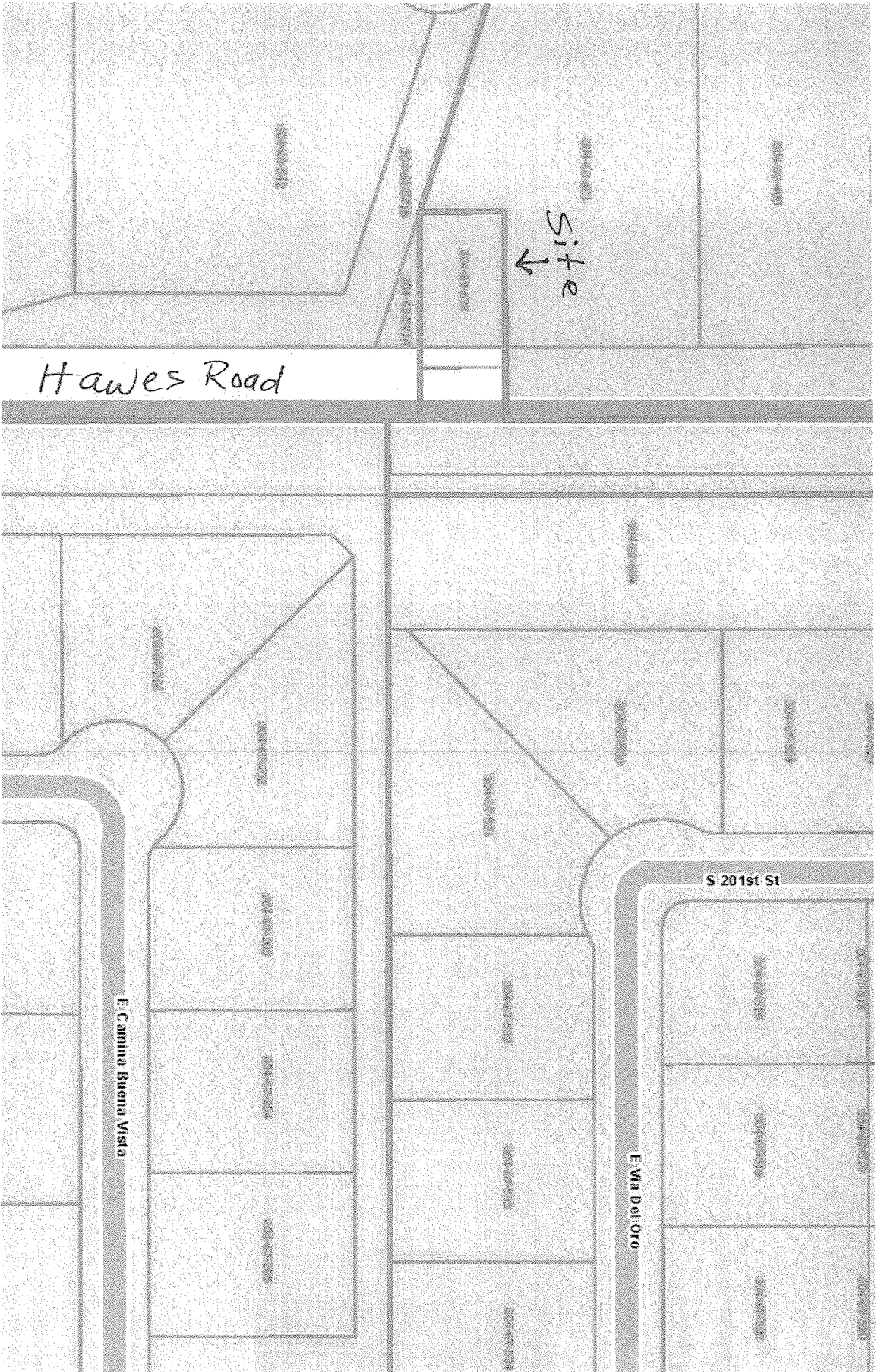
**Alternatives:**

The Town Council could choose not to accept this donation.

**Attachments:**

1. Map
2. Resolution 963-13





**RESOLUTION 963 -13**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY (ASSESSOR'S PARCEL NUMBERS 304-89-678 AND 304-89-679) FROM PJM PARTNERSHIP FOR USE AS A WATER/SEWER SITE AND ROADWAY RIGHT-OF-WAY**

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

**Section 1.** That the Mayor and Council have authorized the acceptance of certain real property located within the Town of Queen Creek known as Assessor's Parcel Numbers 304-89-678 and 304-89-679 and more particularly described on Exhibit A attached hereto and incorporated herein by reference, identifying the real property as necessary for a water/sewer site and for roadway right-of-way; and

**Section 2.** That the Mayor and Council have authorized the acceptance of said property as a gift and that the said property shows a net area of 7,170 sq. ft. or .164 ac.

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

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Queen Creek, Arizona, this 18th day of September, 2013.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

\_\_\_\_\_  
Gail Barney, Mayor

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

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
John Kross, AICP, Town Manager

\_\_\_\_\_  
Fredda J. Bisman, Town Attorney

EXHIBIT A  
LEGAL DESCRIPTION

PARCEL ONE (304-89-678)

That part of the SE quarter of Section 20 defined as follows: COMMENCING at the East quarter corner of Section 20;

THENCE South 00D, 02M West along East line of said section 1,240 feet to POINT OF BEGINNING;

THENCE North 89D 55M West parallel with the North line of said SE quarter 155 feet;

THENCE South parallel with said East line 62.35 ft. M/L to northerly line of Circle G at Queen Creek Unit III MCR 470/44;

THENCE East along said northerly line and parallel with the north line of said section 155 ft. to the East line of said section;

THENCE northerly along said East line to POINT OF BEGINNING;

EXCEPT the east 55 feet. (Containing approximately 6,235 sq. ft.)

PARCEL TWO (304-89-679)

The West 15 feet of the East 55 feet of that portion of the SE quarter of Section 20 defined as follows: COMMENCING at the East quarter corner of Section 20;

THENCE South 00D, 02M West along East line of said section 1,240 feet to POINT OF BEGINNING;

THENCE North 89D 55M West parallel with the North line of said SE quarter 155 feet;

THENCE South parallel with said East line 62.35 ft. M/L to northerly line of Circle G at Queen Creek Unit III MCR 470/44;

THENCE East along said northerly line and parallel with the north line of said section 155 ft. to the East line of said section;

THENCE northerly along said East line to POINT OF BEGINNING;

(containing approximately 935 sq. ft.)





Requesting Department:

Development Services

**TAB I**

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS, TOWN MANAGER**

**FROM: TROY WHITE, PUBLIC WORKS DIVISION MANAGER  
TOM NARVA, CIP SR. PROJECT MANAGER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A DESIGN CONTRACT IN THE AMOUNT NOT TO EXCEED \$55,000 WITH DIBBLE ENGINEERING FOR THE DESIGN UPDATE OF THE ELLSWORTH ROAD IMPROVEMENT PROJECT FROM OCOTILLO ROAD TO RITTENHOUSE ROAD.**

**DATE: SEPTEMBER 18, 2013**

---

**Staff Recommendation:**

Staff recommends approval of a contract with Dibble Engineering in an amount not to exceed \$55,000 with Dibble Engineering for the design update of the Ellsworth Road Improvement Project from Ocotillo Road to Rittenhouse Road.

**Relevant Council Goal(s):**

***Corporate Strategic Plan:*** Monitor, time and sequence the Town's CIP so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.

**Proposed Motion:**

Move to approve a contract with Dibble Engineering in an amount not to exceed \$55,000 with Dibble Engineering for the design update of the Ellsworth Road Improvement Project from Ocotillo Road to Rittenhouse Road.

**Discussion:**

In January of 2013 Town staff made the recommendation to Council to delay moving forward with the ultimate Ellsworth Road improvements in order to combine the project with the Ocotillo Road project. Combining the project would allow the Town to save funding through economies of scale. However, with the steady increase in construction related activities through the region, construction costs are beginning to rise faster than originally anticipated.

Therefore, staff conducted a cost study in order to determine if it is in the Town's best financial interest to proceed with building the Ellsworth Road Improvements at this time

and wait to bid and build the Ocotillo Road section in approximately June 2014, or whether it is more financially advantageous to wait until June 2014 when the Ocotillo Road design is completed and bid both projects together as one complete project.

The cost study included an update to the bid costs for Ellsworth Road for possible escalation, and included an order of magnitude (OOM) cost study for the Ocotillo Road Improvements, and escalated the Ellsworth Road costs to June 2014 to provide a cost study of combining both projects. June 2014 is the estimated date of completion of the Ocotillo Road Improvements documents and bid date for the purposes of the study. The OOM estimate for Ocotillo Road was based on the Design Concept Report by Dibble Engineering dated February 2008.

Escalation costs are included at the rate of 1%. Labor and equipment costs are expected to remain fairly stagnant. Material costs for road work are forecast to increase 2% to 3% from now until the middle of 2014. This study does not factor in volatile swings in costs due to unforeseen global events that can occur.

Based on the current costs and the forecast for escalation for this work within the next (10) ten months, there is negligible variance whether these projects are constructed at separate times as individual projects at approximately \$5,763,198.00, or constructed as a combined project and constructed in June 2014 at approximately \$5,778,688. Therefore, staff is recommending moving forward with the Ellsworth Road project at this time in order to advance needed improvements ahead of schedule.

#### Cost Summary:

- 1.) Ellsworth Road Improvements \$3,149,001
  - a. Assumptions: Immediate Construction
  - b. Constructed as Stand Alone Project
  - c. Costs Based Upon Bids Previously Received

- 2.) Ocotillo Road Improvements \$2,614,197
  - a. Assumptions: June 2014 Construction
  - b. Constructed as Stand Alone Project
  - c. Limits of Construction as Previously Reported

Total of 1 and 2 - \$5,763,198

- 3.) Ellsworth Road & Ocotillo Road Improvements \$5,778,688
  - a. Assumptions: June 2014 Construction
  - b. Constructed as a Combined Project
  - c. Limits of Construction as Previously Reported

Should Council approve moving forward with the Ellsworth Road improvements, the first order of business is to update the existing plans. The original design of Ellsworth Road was completed in early 2011. At that time, Council chose to delay the construction due to the economic recession. However, it was recommended that improvements be made to Victoria Lane to take advantage of available grant funding. Additionally, the Town installed temporary improvements to Ellsworth Road. Therefore, the existing design needs updating in order to delete the Victoria Lane sheets, and add in all the additional removals needed due to the interim improvements to Ellsworth Road. Also, the Utilities Department would like to add in the replacement of the water line. The contract does include allowances for potholing and a 10% contingency.

The plans would take approximately 2-3 months to update and it is anticipated that the project could be placed out to bid in early 2014. Construction will take approximately 6-8 months. A public outreach campaign with the public and local businesses would begin immediately.

**Fiscal Impact:**

Sufficient funding exists in the 2013/2014 Capital Improvement Program to begin construction this fiscal year with the remainder being budgeted in next fiscal year.

**Alternatives:**

Council could decide not to move forward with Ellsworth Road as a standalone project and direct staff to keep the projects combined with an anticipated start date of June 2014.

**Attachments:**

A: Design Contract with Dibble Engineering

Attachment A  
Design Contract with Dibble Engineering

## STANDARD DESIGN CONTRACT TERMS

These Terms sets forth the standard terms and conditions governing the relationship between the parties and the obligations, responsibilities and rights of the parties to this contract dated the \_\_\_\_ day of September, 2013 (the "Contract") between the Town of Queen Creek, Arizona (the "Town") and Dibble Engineering ("Designer" or "Contractor") for the design services specified in the Scope of Work and Fee Proposal dated the 22 day of August, 2013 ("Scope of Services") attached to these Terms (the "Services") for the project specified in the Contract (the "Project").

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

**2. Scope of Services, Fees:** The Designer shall provide the services described in the Scope of Services attached hereto and incorporated herein as Exhibit 3. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in the Scope of Services in a good and workmanlike matter with due diligence and, at a minimum, in conformance with generally accepted industry standards and standard of care for like professionals in the same geographic area. The amount paid to Designer under this Contract, including reimbursable expenses, shall not exceed \$49,920.00.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Termination:**

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

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



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

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

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

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

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

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

**23. Compliance with Federal and State Laws:** The Designer understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Designer understands and acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

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



its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Designer or any of its subcontractors will be deemed a material breach of this Contract and may subject the Designer or subcontractor to penalties up to and including termination of this Contract or any subcontract.

The Town retains the legal right to inspect the papers of any employee of the Designer or any subcontractor who works on this Contract to ensure that the Designer or any subcontractor is complying with the warranty given above.

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

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

The provisions of this Article must be included in any contract the Designer enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

I have read and agree to the above terms:

**"Town"**

**"Designer"**

**TOWN OF QUEENCREEK**

**DIBBLE ENGINEERING**

By \_\_\_\_\_

By Kevin W. Roberts

Its Mayor

Its VICE-PRESIDENT

Date: \_\_\_\_\_

Date: 9.11.2013

**TOWN OF QUEEN CREEK**

By \_\_\_\_\_

Its Town Clerk

Date: \_\_\_\_\_

**TOWN OF QUEEN CREEK**

By \_\_\_\_\_

Its Town Manager

Date: \_\_\_\_\_

**TOWN OF QUEEN CREEK**

By \_\_\_\_\_

Its Town Attorney

Date: \_\_\_\_\_

**EXHIBIT 1**

**INSURANCE REQUIREMENTS**

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

**1. Workers' Compensation:**

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

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

Coverage must include a Waiver of Subrogation endorsement.

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

**2. Commercial Auto Coverage:**

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

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

**3. Commercial General Liability:**

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

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

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

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

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

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

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

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

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

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

**4. Excess Liability:**

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

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

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

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

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

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

**6. Pollution Legal Liability** \$N/A

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

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

**7. Other Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

arising out of the performance of this contract, Town of Queen Creek, its agents, representatives, officers, directors, officials and employees as "Additional Insureds".

## DISPUTE RESOLUTION EXHIBIT 2

### A. DISPUTE RESOLUTION REPRESENTATIVE (“DRR”) PROCESS

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

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

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

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

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

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

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

Owner:

Contractor/Construction Manager:

Architect:

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



## **B. MEDIATION**

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

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

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

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

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

## **C. ARBITRATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SCOPE OF SERVICES EXHIBIT 3**

FIRM:	Dibble Engineering	CONTRACT NO.:	TBD
		PROJECT NO.:	A0004
PROJECT:	Ellsworth Road (Ocotillo to Rittenhouse) Improvement Plans Update		
DATE:	August 22, 2013	New Contract:	X
		Change Order No.:	

**DERIVATION OF COST PROPOSAL SUMMARY**

<b>DIRECT LABOR</b>				
Classification	Manhours	Billing Rate	Labor Costs	
1 Project Manager	30	\$ 155.00	\$ 4,650.00	
2 QA/QC Engineer	8	\$ 145.00	\$ 1,160.00	
3 Project Engineer (PE)	68	\$ 140.00	\$ 9,520.00	
4 Assistant Engineer (EIT)	44	\$ 110.00	\$ 4,840.00	
5 CAD Technician	94	\$ 115.00	\$ 10,810.00	
6 Administrative Asst.		\$ 55.00	\$ -	
7 Suvey Manager (RLS)	4	\$ 155.00	\$ 620.00	
8 Surveyor (RLS)	6	\$ 130.00	\$ 780.00	
9 Assistant Surveyor (LSIT)		\$ 95.00	\$ -	
10 Survey Technician	8	\$ 85.00	\$ 680.00	
11 Survey Crew	12	\$ 150.00	\$ 1,800.00	
<b>TOTAL HRS</b>		<b>274</b>		

**a. Total Dibble Labor: \$ 34,860.00**

**DIRECT COSTS AND ALLOWANCES**

(Listed by Item at Actual Cost - NO MARK-UP)

Item	Cost
1 Mileage	\$ 160.00
2 Reproduction	\$ 300.00
3 MCESD Review Fee	\$ 600.00
4 Potholing (ALLOWANCE)	\$ 6,000.00
5 Post-Design/AOC Site Visits (ALLOWANCE)	\$ 8,000.00

**b. Sub-Total Direct Costs and Allowances: \$ 15,060.00**

**OUTSIDE SERVICES & SUB-CONSULTANTS**


(List by Firm or Name at Estimated Cost to you - NO MARK-UP)

Firm	Cost
1	\$ -
2	\$ -
3	\$ -

**c. Sub-Total for Sub-Consultants \$ -**

**d. Total Estimated Cost to Consultant: \$ 49,920.00**

**e. TOTAL FEE: \$ 49,920.00**

  
 \_\_\_\_\_  
 Signature  
  
 VICE-PRESIDENT  
 \_\_\_\_\_  
 Title

22-Aug-13  
 \_\_\_\_\_  
 Date

FIRM: Dibble Engineering  
 PROJECT: Ellsworth Road (Ocotillo to Rittenhouse) Improvement Plans Update  
 DATE: August 22, 2013

CONTRACT NO.: TBD  
 PROJECT NO.: A0004

New Contract: X  
 Change Order No.:

ESTIMATED MANHOURS													
TASK	PROJECT MANAGER	QA/QC ENGINEER	PROJECT ENGINEER	ASSISTANT ENGINEER	CAD TECHNICIAN	ADMIN ASSISTANT	SURVEY MANAGER	SURVEYOR RLS	ASSISTANT SURVEYOR	SURVEY TECHNICIAN	SURVEY CREW	TOTAL	
1 Project Management, Coordination & Meetings	4	-	-	-	-	-	-	-	-	-	-	-	4
2 Survey and Data Collection	-	-	-	-	-	-	2	4	-	4	-	12	22
3 Site Visit	4	-	4	-	-	-	-	-	-	-	-	-	8
4 Retention Basin Relocation Evaluation	2	-	4	-	4	-	-	-	-	-	-	-	10
5 Retention Basin Legal Description and Exhibit	-	-	2	-	-	-	2	2	-	4	-	-	10
8 Ellsworth Road Plans Update	4	8	16	-	40	-	-	-	-	-	-	-	68
9 Waterline Replacement Design	8	-	24	32	50	-	-	-	-	-	-	-	114
10 Special Provisions Update	6	-	14	8	-	-	-	-	-	-	-	-	28
11 Opinion of Probable Cost Update	2	-	4	4	-	-	-	-	-	-	-	-	10
<b>TOTAL:</b>													<b>274</b>

ESTIMATED FEE BY TASK													
TASK	PROJECT MANAGER	QA/QC ENGINEER	PROJECT ENGINEER	ASSISTANT ENGINEER	CAD TECHNICIAN	ADMIN ASSISTANT	SURVEY MANAGER	SURVEYOR RLS	ASSISTANT SURVEYOR	SURVEY TECHNICIAN	SURVEY CREW	TOTAL	
1 Project Management, Coordination & Meetings	\$ 620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620
2 Survey and Data Collection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 310	\$ 520	\$ -	\$ 340	\$ 1,800	\$ -	\$ 2,970
3 Site Visit	\$ 620	\$ -	\$ 560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,180
4 Retention Basin Relocation Evaluation	\$ 310	\$ -	\$ 560	\$ -	\$ 460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,330
5 Retention Basin Legal Description and Exhibit	\$ -	\$ -	\$ 280	\$ -	\$ -	\$ -	\$ 310	\$ 260	\$ -	\$ 340	\$ -	\$ -	\$ 1,190
8 Ellsworth Road Plans Update	\$ 620	\$ 1,160	\$ 2,240	\$ -	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,620
9 Waterline Replacement Design	\$ 1,240	\$ -	\$ 3,360	\$ 3,520	\$ 5,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,870
10 Special Provisions Update	\$ 930	\$ -	\$ 1,960	\$ 880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,770
11 Opinion of Probable Cost Update	\$ 310	\$ -	\$ 560	\$ 440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,310
<b>TOTAL:</b>	\$ 4,650	\$ 1,160	\$ 9,520	\$ 4,840	\$ 10,810	\$ -	\$ 620	\$ 780	\$ -	\$ 680	\$ 1,800	\$ -	\$ 34,860

**SCOPE OF WORK  
TOWN OF QUEEN CREEK**

**ELLSWORTH ROAD DESIGN  
Ocotillo Road to Rittenhouse Road**

**PLANS UPDATE**

**PROJECT DESCRIPTION**

The design of Ellsworth Road from Ocotillo Road to Rittenhouse Road (Town project no. A-0001 Phase II) was completed in March 2011. The Town performed the construction of the Victoria Lane segment of the design. As-built plans for this construction were prepared by the Contractor in July 2011. The Town has requested that Dibble Engineering modify the construction plans for Ellsworth Road to incorporate the as-built condition of Victoria Lane, as well as other miscellaneous improvements and modifications that have occurred within the project corridor.

**PROJECT TASKS**

**Task 1: Project Management, Coordination and Meetings**

This task covers the work associated with managing the work tasks included in this scope of work, as well as the administrative tasks involved with producing and delivering the updated plans to the Town. This includes project management, meetings, correspondence, coordination, and invoicing.

**Task 2: Survey and Data Collection**

Dibble will perform topographic survey to locate the modifications that have been made to the corridor since the completion of the design plans. This survey work will be performed on the project datum and coordinate system. The survey shots will be imported into the project design base file in order to update the representation of the existing conditions of the project corridor.

**Task 3: Site Visit**

Dibble will conduct a site visit to visually confirm the as-built condition of both the Victoria Lane project, and the Ellsworth Road corridor from Ocotillo Road to Rittenhouse Road. This visit will be conducted with the plans in hand to verify consistency and clarity between the design plans, as-built plans, and the built condition.

**Task 4: Retention Basin Relocation Evaluation**

The Ellsworth Road design plans include a roadside retention basin for pavement drainage at the southeast corner of Maya and Ellsworth. Dibble will evaluate the potential to relocate this proposed basin easterly, or reconfigure the basin in order to avoid relocation of existing utility facilities in conflict with the proposed basin (Cox Communications and SRP). Relocation or reconfiguration of the proposed basin, if feasible, will reduce project costs.

### **Task 5: Retention Basin Legal Description and Exhibit**

Based on the work performed in Task 4, Dibble will produce a revised legal description and exhibit for the Town's use in the acquisition of the required drainage easement for the proposed retention basin located in the southeast quadrant of Maya Road and Ellsworth Road.

### **Task 6: Ellsworth Road Plans Modifications**

Dibble will update the plans for the Ellsworth Road design to reflect the as-built condition of the Victoria Lane segment, as well as the other improvements and modifications that have occurred with the project limits. Sheets that are no longer necessary due to the work already having been accomplished will remain in the plan set, but will be screened and shown in a gray color. A bold note indicating that the work on these sheets is not included in the construction will be added.

The sheets in the plan set finalized in March of 2011 will need to be renumbered to incorporate the additional sheets described in Task 7 below.

Mylar copies of the affected plan sheets will be produced, sealed and signed, and provided to the Town.

### **Task 7: Waterline Replacement Design**

The Town proposes to replace approximately 2,500 feet of existing 8" waterline between Ocotillo Road and Rittenhouse Road. Dibble will include the proposed waterline design in the updated plan set. The waterline will connect at the south end to the existing valve just north of Ocotillo Road, and on the north end to the existing waterline along Rittenhouse Road. The existing main, to be abandoned, will be abandoned in place where feasible and designated for removal where required for new infrastructure construction.

The new waterline will be designed as specified as Polyvinyl Chloride (PVC) per AWWA C909, DR18. Joint restraint materials will be specified in accordance with the design standard, restrained joint lengths shall be in accordance with MAG Standard Detail 303. Fire hydrants will be located at 500 foot intervals. Inline isolation gate valves will be located at 500 foot intervals. Existing water services and/or fire lines will be replaced from the main to the meter or right-of-way line, as appropriate.

Plan and profile sheets will be developed for the waterline replacement at 1"=20' horizontal scale and 1"=4' vertical scale. It is anticipated that one detail sheet will be included in the plans for special details specific to the waterline design.

A single draft submittal of the revised sheets and the new waterline sheets will be made for review and comment. Following receipt, discussion, and agreement on resolution of Town comments, the final submittal will be prepared, addressing Town comments as agreed.

The new waterline is required to be permitted by Maricopa County Environmental Services Department. Dibble will prepare the application for Certificate of Approval to Construct, prepare the required design report, and submit the required plan sheets for review. Permit fees (non-expedited) shall be paid by Dibble at the time of submittal and reimbursed by the Town as a direct expense. It is assumed that no other jurisdictional agencies require review/approval of the waterline plans.