



Agenda
Work Study and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
January 15, 2014
5:30p.m.

1. Call to Order

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

3. Motion to adjourn to Executive Session (to be held in the Council Conference Room of the Town Hall 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 the possible sale or lease of property in the Town Center and regarding agreements that are the subject of negotiations related to Town Center projects. A.R.S. § 38-431.03(A)(3)(4) and (7).

B. Discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys regarding litigation (Town of Queen Creek v. Mark Pugmire-Highland Homes) including the terms of settlement of such litigation. A.R.S. § 38-431.03(A)(3) and (4).

C. 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 law enforcement. A.R.S. § 38-431.03(A)(3) and (4).

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

None.

4. Adjournment



Agenda
Regular and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
January 15, 2014
7:00 p.m.

1. Call to Order

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

3. Pledge of Allegiance:

4. Invocation:

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

A. Volunteer Service Recognition – LDS Spanish Ward

B. Annual State of the Town Address (*A reception will immediately follow*)

6. Committee Reports

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

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

C. Town Center Committee – January 8, 2014

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

8. Consent Calendar: Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are

Agenda for the Regular and Possible Executive Session
Queen Creek Town Council
January 15, 2014
Page 2

designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff may remove any item for separate consideration.

A. Consideration and possible approval of the December 18, 2013 Work Study and Regular Session Minutes. **TAB A**

B. Consideration and possible approval of the settlement of lawsuit: Town of Queen Creek v. National Reined Cow Horse Association (NRCHA). **TAB B**

C. Consideration and possible approval of the two-year lease renewal with Tuck Hollimon for Town-owned property located at 22249 S. Ellsworth Rd., Queen Creek. **TAB C**

D. Consideration and possible approval of a Contract with Gammage & Burnham in the amount not to exceed \$100,000 for consultant services for the update of the Queen Creek Zoning Ordinance. (*Budgeted in FY13/14*) **TAB D**

E. Consideration and possible approval of the Re-Plat of Charleston Estates, a request by Standard Pacific Homes of Arizona, Inc. **TAB E**

F. Consideration and possible approval of the Final Plat for Emperor Estates Parcel H, a request by D.R. Horton, Inc. **TAB F**

G. Consideration and possible approval of **Resolution 976-14** amending the Sewer Service Area Map. **TAB G**

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

9. Public Hearing and possible action on **RZ13-034/SD13-035-ORDINANCE 540-14 “Cloud Estates”**, a request by Cason Tyler Ventures, LLC for Planned Area Development (PAD)/Rezoning and Preliminary Plat approval for approximately 16.5 acres from R1-43 (Rural Estate District) to PAD/R1-35 (Suburban Residential District) and approval of a Preliminary Subdivision Plat for a 16-lot development. This project is located on the south side of Cloud Road, approximately 1,400 feet east of Power Road. **TAB H**

10. Public Hearing on the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) to be used as the basis for the 2014 Development Fee Update. **TAB I**

**Agenda for the Regular and Possible Executive Session
Queen Creek Town Council
January 15, 2014
Page 3**

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.

11. Discussion and possible approval of the Notice of Intention, setting the time (7p.m.) and the date (February 19, 2014) for the Public Hearing for the adoption of water and wastewater capacity charges. **TAB J**

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

12. Presentation and discussion on the Compensation and Classification Study. **TAB K**

13. Presentation and discussion on the impact of health care reform on the Town's benefits program.

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

16. Adjournment

**DRAFT**

Minutes
Regular Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
December 18, 2013
7:00 p.m.

1. Call to Order

The meeting was called to order at 7:00p.m.

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

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

3. Pledge of Allegiance: Led by Council Member Gad**4. Invocation:** A moment of silence was observed.**5. Ceremonial Matters:** Presentations, Proclamations, Awards, Guest Introductions and Announcements.

A. 10-year service award: Angie White – Fire Department: Fire Chief Ron Knight presented Angie White with a 10-year service award certificate and commented and thanked her for her support in the Fire Department.

B. Recognition of Rock Point Church – holiday lights: Mayor Barney presented Rock Point Church with a Certificate of Appreciation for the forty volunteers & 130 hours to hang holiday lights at the Town buildings. He noted this was the third year Rock Point has provided this service.

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 the following:

Holiday Parade and Festival – December 7, 2013: Council Members Barnes, Benning, Brown, Wheatley and Vice Mayor Oliphant also attended. The Council rode on parade wagons donated by MCSO Deputy Romer and decorated by Queen Creek High School art students of Ms. Clausen.

Joint Planning Advisory Council – Arizona Sun Corridor – December 11, 2013: The council discussed regional transportation and economic issues.

East Valley Mayor’s Lunch – December 12, 2013: This is a bi-monthly lunch meeting of East Valley Mayors to discuss topics of mutual interest.

Phoenix-Mesa Gateway Airport Authority Board of Directors Meeting – December 16, 2013: The Board approved several purchasing contracts; a lease agreement with Factory Direct Models and approved the Signage & Wayfinding Master Plan for the airport property and surrounding areas.

State Legislature Meet and Greet – December 16, 2013: Also attending were Council Members Barnes, Benning and Gad and Vice Mayor Oliphant. This was an opportunity to meet with Senators Biggs and Farnsworth and Representatives Petersen and Coleman to discuss issues important to Queen Creek as well as an opportunity to share Queen Creek’s 25th Anniversary events.

Greater Phoenix Economic Council – December 17, 2013: An overview of a new program “Velocity” was given.

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.

1. Boys & Girls Club of the East Valley Queen Creek Branch quarterly report

Eric Rodriguez, Branch Executive provided an update on the Club membership and programs and activities that will continue through 2014. The bullying program was also discussed.

2. Boys & Girls Club of the East Valley Queen Creek Branch capital program update

Mike Neal, Chairman of the Board of EVB&G Club, reported that the Branch has been active in Queen Creek for 7 years and reviewed the mission and goals of the organization. Mr. Neal also discussed the capital campaign for a permanent building in Queen Creek is underway and requested that Queen Creek commit to gifting property to the organization, as did the Town’s of Gilbert & Guadalupe.

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

**Minutes for the Regular Session
Queen Creek Town Council
December 18, 2013
Page 3**

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 November 20, 2013 Work Study and Regular Session minutes.

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

1. Larry Miller Toyota – 4 Toyota Tacomas base model: \$106,000 (*budgeted in FY13/14*)
2. HD Supply Waterworks – water distribution parts: \$172,000 (*budgeted in FY13/14*)
3. Kutak Rock – state lobbying services on retainer: \$45,000 (*budgeted in FY13/14*)
4. CPC Construction – Work Order for sidewalk, driveway, landscaping and conduit improvements along Ocotillo Road west of Ellsworth Loop Road: \$71,153 (*budgeted in FY13/14*)
5. Romo Irrigation – irrigation services: \$85,000 (*budgeted in FY13/14*)

C. Consideration and possible approval of a Grant of Easement from the Town of Queen Creek to Salt River Project (SRP) for the installation of a 69KV electric service line along Ellsworth Road right-of-way in the amount of \$117,547 to be paid to the Town.

D. Consideration and possible approval of Amendment #1 to the Law Enforcement Agreement with Maricopa County Sheriff's Office for FY2012-2014.

E. Consideration and possible approval of the Town's 2014 State Legislative Agenda.

F. Consideration and possible approval of the 2014-2019 Corporate Strategic Plan.

G. Consideration and possible approval of the appointment of Matthew Frank to the Economic Development Commission.

H. Consideration and possible approval of the appointment of Council Member Robin Benning to the East Valley Partnership Aviation and Aerospace Committee.

I. Consideration and possible approval of a Special Event Liquor License submitted by Friends of Horseshoe Park for the Roots N' Boots Queen Creek Rodeo to be held at Horseshoe Park & Equestrian Centre March 7-9, 2014.

J. Consideration and possible approval of a Special Event Liquor License submitted by Operation Wounded Warrior – American Legion Post 129 Queen Creek, for a fundraiser car show to be held January 18, 2014 at Martyr Custom Cycles, 17998 S. 186th St., Queen Creek, AZ (186th St and old Rittenhouse Road alignment)

Council requested Consent Items E & J removed for discussion.

Motion to approve remainder of Consent Calendar as presented:

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

Item E: Council requested additional explanation of the objective of possible legislation regarding calculation of majority of votes.

Ms. Corman reported that most of the Town's Legislative Agenda objectives focus on protecting revenues and sales tax but with the passage of legislation mandating consolidated candidate elections in August/November and the option to calculate ballots cast based on those cast for mayor, it would not apply to those cities/towns with a four-year mayor terms when the mayor was not on the ballot, creating a disparity between elections.

Motion to approve Item E on the Consent Calendar:

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

Item J: There was clarification that Council Member Barnes did not have a conflict of interest as being a signer on behalf of the American Legion Post 129 as applicant.

Motion to approve Item J on the Consent Calendar:

1st: Oliphant**2nd: Brown****VOTE: Unanimous**

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

9. Introduction, Public Hearing and possible action on Major General Plan Amendment GP13-025 – La Jara Farms, a request by Lindsay Schube on behalf of VIP Homes to amend the General Plan Land Use Map for 140.76 acres at the southeast corner of Hawes and Germann Roads from Employment Type A to Very Low Density Residential (up to 1 dwelling per acre).

Development Services Director Chris Anaradian reviewed the applicants General Plan Amendment application; Planning and Zoning Commission's recommendation for approval and staff's recommendation for approval. Mr. Anaradian added that the applicant is also requesting the application be scheduled on the January 15, 2014 Town Council agenda for action.

Lindsay Schube, representing the applicant, discussed the request for a General Plan Amendment to change from Employment A to VLDR (very low density residential) consistent with the current development occurring on the property. Ms. Schube requested a continuance to the January 15, 2014 Town Council meeting for action.

The Public Hearing was opened.

Eric Kerr, 20202 E. Superstition Dr., spoke in opposition to the General Plan Amendment and requested the current zoning remain.

The Public Hearing was closed.

Motion to continue Major General Plan Amendment GP13-025 – La Jara Farms to the February 5, 2014 Town Council meeting:

1st: Brown

2nd: Benning

Vote: Unanimous

Mr. Anaradian stated that the Planning and Zoning Commission had not made recommendations on the following General Plan Amendment applications and continued the cases to a January 22, 2014 Special Planning and Zoning Commission meeting to allow adequate time for the completion of the Fiscal Analysis Study.

10. Introduction, Public Hearing and possible action on Major General Plan Amendment GP13-026 – Estates at Queen Creek Station, a request by Ralph Pew on behalf of RSF Properties, LLC and RSF Queen Creek Properties, LLC to amend the General Plan Land Use Map for 156 acres at the southeast corner of Ellsworth and Germann Roads from Employment Type A to Low Density Residential 2 dwellings per acre).

Ralph Pew, representing the applicant, concurred with staff's recommendation to continue the application to the February 5, 2014 or February 19, 2014 Town Council meeting.

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

Motion to continue Major General Plan Amendment GP13-026 – Estates at Queen Creek Station to February 5, 2014:

1st: Brown

2nd: Barnes

VOTE: Unanimous

11. Introduction, Public Hearing and possible action on Major General Plan Amendment GP13-027 – Meridian Crossing, a request by Mario Mangiamele on behalf of Wescor/Queen Creek LLC Company to amend the General Plan Land Use Map for 466 acres at the south side of Riggs Road, west of the Union Pacific Railroad from Regional Commercial to Medium Density Residential (up to 3 dwellings per acre).

Jason Barney, representing the applicant requested a continuance to February 5, 2014.

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

Motion to continue Major General Plan Amendment GP13-027 – Meridian Crossing to February 5, 2014:

1st: Brown

2nd: Gad

VOTE: Unanimous

12. Introduction, Public Hearing and possible action on Major General Plan Amendment GP13-028 – Barney Farms, a request by Mario Mangiamele on behalf of Ken, Newell, Gail and Pamela Barney and Dane Chaffee to amend the General Plan Land Use Map for 241 acres at the northeast corner of Signal Butte and Queen Creek Roads from Employment Type B and Recreation/Conservation to Mixed Use and High Density Residential Type B (up to 8 dwellings per acre).

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

Jason Barney, representing the applicant, requested a continuance to February 5, 2014.

The Public Hearing was opened.

Casey Denny, representing Phoenix-Mesa Gateway Airport, spoke in opposition to the General Plan Amendment request, citing concerns with the future development of the airport and impacts on residential development.

The Public Hearing was closed.

Motion to continue Major General Plan Amendment GP13-028 – Barney Farms to February 5, 2014:

1st: Brown

2nd: Gad

VOTE: Unanimous

Mayor Barney returned to the dais.

13. Introduction, Public Hearing and possible action on Major General Plan Amendment GP13-029 – The Vineyards, a request by Ralph Pew on behalf of Healy Faulkner LLC to amend the General Plan Land Use Map for 55 acres west of Ironwood Road on the north side of Combs Road from Commercial and Mixed Use to Medium Density Residential

Ralph Pew, representing the applicant, requested a continuance to February 5, 2014.

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

Motion to continue Major General Plan Amendment GP13-029 – The Vineyards to February 5, 2014:

1st: Brown

2nd: Oliphant

VOTE: Unanimous

14. Introduction, Public Hearing and possible action on Major General Plan Amendment GP13-030 – Sonoqui Creek Village, a request by Ralph Pew on behalf of KEMF Hawes & Riggs, LLC to amend the General Plan Land Use Map for 107 acres at the northwest corner of Hawes and Riggs Roads from Very Low Density Residential (up to 1 dwelling unit) to Low Density Residential (up to 2 dwellings per acre).

Ralph Pew, representing the applicant, requested a continuance to February 5, 2014. Mr. Pew added that a continuance would allow additional neighborhood meetings to be held.

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

Motion to continue Major General Plan Amendment GP13-030 – Sonoqui Creek Village to February 5, 2014:

1st: Brown

2nd: Barnes

VOTE: Unanimous

There was discussion on public notification of the continuances on the General Plan Amendments.

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.

15. Discussion on reuse water options and long-term planning for using treated effluent.

None.

16. 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 reconvene to Executive Session at 8:18p.m:

1st: Brown

2nd: Gad

VOTE: Unanimous

17. Adjournment

The Regular Session reconvened and adjourned at 9:20p.m.



Requesting Department:

Legal

TAB B

TO: HONORABLE MAYOR AND TOWN COUNCIL

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

**RE: CONSIDERATION AND POSSIBLE ACTION APPROVING
SETTLEMENT OF LAWSUIT: TOWN OF QUEEN CREEK V.
NATIONAL REINED COW HORSE ASSOCIATION ("NRCHA")**

DATE: January 14, 2014

Staff Recommendation:

Staff recommends approving the settlement agreement attached hereto as Exhibit A, which would settle the lawsuit filed against the NRCHA for \$26,000.00 to be paid to the Town.

Proposed Motion:

Approve agreement settling lawsuit against the NRCHA for the amount of \$26,000.00.

Background:

In August, 2011, the NRCHA entered into an agreement with the Town to hold an annual event at Horseshoe Park in each of the next three years. After the first event, the NRCHA praised both the Horseshoe Park facility and the Town for the way in which the event was conducted. Nevertheless, the NRCHA subsequently wrote the Town, cancelling its events for 2013 and 2014. In January, 2013, the Town Council authorized the Town Attorneys to file a lawsuit against the NRCHA, asking for damages in the amount of \$56,000.00. After negotiations, the NRCHA has agreed to settle the lawsuit by paying \$26,000.00 to the Town.

Fiscal Impact:

The settlement agreement, if approved, will result in the payment of \$26,000.00 to the Town within 30 days, and will avoid incurring significant litigation expenses necessary to pursue the litigation.

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT (hereinafter “this Agreement”) is made and entered into this ___ day of _____, 2013, by and between the Town of Queen Creek (“Queen Creek”), on the one hand, and the National Reined Cow Horse Association (“NRCHA”), on the other hand.

RECITALS:

A. Effective August 3, 2011, Queen Creek and NRCHA entered into a contract entitled “Horseshoe Park & Equestrian Centre License Agreement” (“the Contract”) pursuant to which Queen Creek granted to NRCHA, and NRCHA purchased from Queen Creek, a license to utilize the Horseshoe Park and Equestrian Centre (“the Facility”) for three NRCHA events to be conducted on an annual basis for three consecutive years.

B. On or about July 23, 2012, NRCHA notified Queen Creek that it was cancelling the events to be held at the Facility during 2013 and 2014, the second and third years in which events could be held under the Contract.

C. Queen Creek maintains that NRCHA’s actions as described in paragraph B above constituted a breach of the Contract by NRCHA resulting in damages to Queen Creek (“the Queen Creek Claim”). On March 6, 2013, Queen Creek asserted the Queen Creek Claim in a lawsuit filed against NRCHA, said lawsuit entitled *Town of Queen Creek v. National Reined Cow Horse Association*, Maricopa County Superior Court, Case No. CV2013-003575 (“the Action”).

D. NRCHA denies any and all liability to Queen Creek arising from or relating to the Contract, the Queen Creek Claim and the Action.

E. The parties hereto recognize the risks and costs inherent in litigation and desire to fully resolve any and all disputes had between them.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the parties hereto agree as follows:

COVENANTS:

1. Incorporation of Recitals. The recitals set forth in Sections A through E above are acknowledged by the parties to be true and correct and are hereby incorporated as terms and conditions of this Agreement.

2. Settlement Amount. The parties hereto acknowledge and agree that the total amount to be paid by NRCHA to Queen Creek in full settlement and satisfaction of the Queen Creek Claim and the Action shall be twenty-six thousand dollars (\$26,000.00) (“the Settlement Payment”), payable in full within thirty (30) days of execution of this Agreement by all parties

hereto. The Settlement Payment shall be made by delivery thereof to Queen Creek's counsel, Larry Pringle, Esq.

3. Mutual Releases. Upon the execution of this Agreement by all parties hereto and the receipt by Queen Creek's counsel, Larry Pringle, Esq., of the Settlement Payment, and subject to the terms and conditions of this Agreement, Queen Creek, on the one hand, and NRCHA, on the other hand, for themselves and any of their respective successors, administrators, assigns, receivers, partners, employees, agents, attorneys, subsidiaries, subdivisions, members, parent companies, shareholders, officers, directors, and accountants, hereby mutually release, remise, and discharge forever each other, and their respective heirs, successors, personal representatives, administrators, executors, assigns, receivers, partners, employees, agents, attorneys, subsidiaries, parent companies, shareholders, officers, directors and accountants, and each of them, and anyone chargeable on their behalf, of and from any and all, and all manner of, actions, causes of action, suits, debts, fees, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, injuries, damages, costs, expenses, attorneys' fees, judgments, executions, obligations, claims, and demands whatsoever from the beginning of time arising from or relating to the Contract, the Facility, the Queen Creek Claim, the Action, and any other injuries, damages, claims or causes of action, known or unknown, of any nature whatsoever from the beginning of time.

4. Dismissal of Action. The parties hereto agree that, upon execution of this Agreement by all parties hereto and receipt by Queen Creek's counsel, Larry Pringle, Esq., of the Settlement Payment, they shall cause to be filed with the Maricopa County Superior Court a stipulation for dismissal with prejudice in the Action, which stipulation shall provide that each party shall bear its own attorneys' fees and costs incurred in the Action.

5. Non-Disparagement. Each party to this agreement agrees to refrain from making or publishing any negative, false or disparaging verbal or written statement about the other, and to instruct their respective agents, officers, members, officials, directors, employees and representatives, if any, to likewise refrain from making or publishing any negative, false or disparaging verbal or written statement about the other.

6. Terms Hereof Are Contractual. The terms of this Agreement are contractual and not mere recitals, and no representations have been made which are not contained herein.

7. Authority. Each signatory to this agreement expressly warrants and represents that he or she has full authority to bind the party on whose behalf said signatory is executing this agreement.

8. Governing Law and Choice of Forum. The construction and effect of this Agreement shall be governed by the laws of the State of Arizona. The parties further agree that, to the extent any action or proceeding is brought to enforce the terms of this Agreement, the Courts of the State of Arizona shall be the exclusive forum for any such action or proceeding.

9. Attorneys' Fees. In the event any action is brought, whether in state or federal court and if in a bankruptcy proceeding whether as an adversary proceeding or a contested matter, relating to or arising from this Agreement, including an action to enforce or interpret any of the provisions of this Agreement, then the court shall award costs and expenses of the action, including any reasonable accountants' fees for services incurred in direct relation to the action, and attorneys' fees, including non-taxable expenses such as copy, facsimile, long distance, messenger, postage or other such charges incurred in direct relation to the action, to the prevailing party, including such costs, expenses and attorneys' fees incurred on all appeals.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

11. Further Documents. The parties hereto shall each execute and deliver any and all additional documents and do any and all things reasonably necessary to carry out the intent of the parties pursuant to this Agreement.

12. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns, if any. Time is of the essence of this Agreement. No provision of this Agreement shall be waived or modified except in writing signed by all parties hereto.

13. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and it supersedes any and all prior understandings, oral or written, with respect to the subject matter hereof and this Agreement is intended as the final, complete and exclusive agreement of the terms agreed to by the parties. No party to this Agreement is relying upon any representations or agreements made by the other party except as set forth in this Agreement.

NATIONAL REINED COW HORSE
ASSOCIATION

TOWN OF QUEEN CREEK

By: _____

By: _____

Printed name: _____

Printed name: _____

Its: _____

Its: _____



Requesting Department:
Real Estate

TAB C

TO: HONORABLE MAYOR AND TOWN COUNCIL

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

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

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

DATE: JANUARY 15, 2014

Staff Recommendation:

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

Relevant Council Goal(s):

none

Proposed Motion:

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

Discussion:

Mr. Hollimon (Farmers Insurance) is the current tenant of one space in the larger building located at 22249 S. Ellsworth Road. The lease expires January 31, 2014. Mr. Hollimon was the original tenant leasing from the previous owner when the Town purchased the property in 2007. The rental amount of \$637 here reflects a 3% increase over last year's rent. The second year of the lease, the rent would increase another 3% to \$656.

Mr. Hollimon is asking for a two-year lease in consideration of recent upgrades he made to the interior of the building at his expense.

The other portion is currently vacant and would also be available for \$637 per month plus tax.

Fiscal Impact:

This lease will provide revenue of an average of \$646.00 per month for two years, at the average annual rate of \$18.86 per square foot.

Alternatives:

The Town Council could choose not to continue leasing this property and forego the \$15,516.00 revenue over the next two years.

Attachments:

Lease Agreement

LEASE AGREEMENT

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

WITNESSETH

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

To have and to hold the same for a term of two (2) years commencing on February 1, 2014 (the "Commencement Date"), and ending on January 31, 2016. Tenant acknowledges that it has inspected and accepts the Premises, and specifically the buildings and improvements located thereon, in their present condition as suitable for the purpose for which the Premises are leased. By renewing this tenancy as aforesaid, Tenant shall be deemed conclusively to establish that said buildings and other improvements are in good and satisfactory condition as of when possession was taken. Tenant further acknowledges that no representations as to the condition or repair of the Premises have been made by Landlord, unless such are expressly set forth in this Lease. Landlord has no obligation to alter, remodel or improve the Premises.

2. **Base Rent:** Tenant agrees to pay to Landlord rent for the Premises in advance, without demand, deduction or set off, for the entire term hereof at the rate of **\$637.00 per month, plus applicable taxes, for the first 12 months (February 2014-January 2015) and \$656.00 per month, plus applicable taxes, for the second 12 months (February 2015-January 2016)**. The first such monthly installment shall be due and payable on the Commencement Date, and a like monthly installment shall be due and payable on or before the first (1st) day of each calendar month succeeding the Commencement Date recited above during the hereby demised term, except that the rental payment for any fractional calendar month at the commencement or end of the lease period shall be prorated.

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

method of storage) which would render the insurance maintained by Landlord thereon void or the insurance risk more hazardous.

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

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

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

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

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

With regard to a free-standing sign ("Continuing Sign") noted on the sketch attached, Tenant and any future tenant leasing space in the Premises or the Additional Building (an "Additional

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tenant:
Tuck Hollimon
22249 S. Ellsworth Road
Queen Creek AZ 85142

17. **Miscellaneous:**

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

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

EXECUTED by Landlord, this _____ day of January, 2014.

ATTEST:

Gail Barney, Mayor

Jennifer Robinson, Town Clerk

Fredda L. Bisman, Town Attorney

EXECUTED by Tenant, this 21 day of January, 2014.

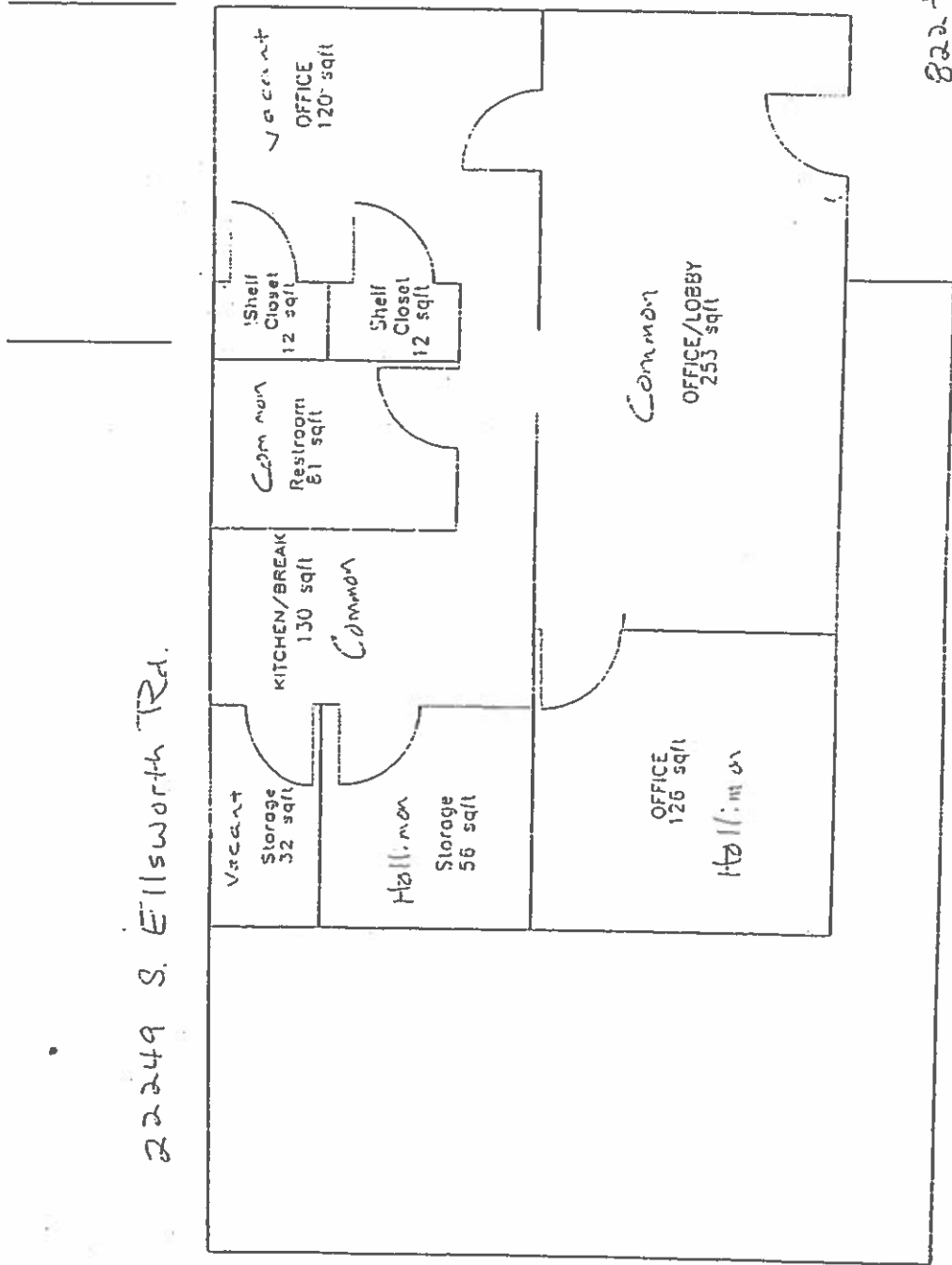
Name: Tuck Hollimon

Agreed to and accepted and community
property/estate-bound:

Sharon Hollimon, his wife

Exhibit A
Sketch

2249 S. Ellsworth Rd.



822 total



Requesting Department:

Development Services
Department

TAB D

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: CHRIS ANARADIAN, DEVELOPMENT SERVICES DIRECTOR;
BRETT BURNINGHAM, PRINCIPAL PLANNER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A CONTRACT
WITH GAMMAGE & BURNHAM IN THE AMOUNT NOT TO
EXCEED \$100,000.00 FOR CONSULTANT SERVICES FOR THE
UPDATE OF THE QUEEN CREEK ZONING ORDINANCE.**

DATE: JANUARY 15, 2014

Staff Recommendation:

Staff recommends approval of a professional services contract in the amount not to exceed \$100,000.00 with Gammage & Burnham to complete an update to the Town's Zoning Ordinance.

Proposed Motion:

Move to approve a professional services contract with Gammage & Burnham in the amount not to exceed \$100,000.00 to update the Town of Queen Creek Zoning Ordinance. The term of the Contract is one (1) year, commencing on January 15, 2014 and terminating on January 14, 2015.

Discussion:

In response to the Council's direction, staff completed a Request of Proposals, and distributed it to the consultant community on October 10, 2012. Proposals were submitted to the Town on November 7, 2013. The Town received proposals from nine highly qualified firms from Arizona, California, Colorado, and Missouri. The Town selected three firms to interview. The interviews were held on December 12, 2013.

After evaluation of the three top firms, the Evaluation Committee has recommended that the firm of Gammage & Burnham be selected to become the Town's consultant to assist staff with the completion of the Zoning Ordinance Update. Subconsultants of the Gammage & Burnham (Land Use Law Firm) consultant team include ReSEED Advisors (Planning and Zoning Services Firm)

and Espiritu Loci (Planning and Development Advisory Firm). A copy of the proposed Contract, Scope of Services, and the proposal submitted by Gammage & Burnham is attached.

The proposed timeline for completion of the Zoning Ordinance update calls for the process to begin in January 2014, and be completed by December 2014.

Fiscal Impact:

If approved, this project will be utilizing funds that have already been approved in the fiscal 13/14 budget. The term of the Contract is one (1) year, commencing on January 15, 2014 and terminating on January 14, 2015.

We anticipate the Zoning Ordinance update work effort going into a second/final phase in fiscal year 2015. At that time, staff will return to the Council with a proposed contract extension for Council review and approval.

Attachments:

1. Proposed Contract with Gammage & Burnham
2. Proposed Scope of Services
3. Gammage & Burnham Proposal

TOWN OF QUEEN CREEK, ARIZONA
CONTRACT FOR ZONING ORDINANCE MODERNIZATION, RFP NO. 14-004

THIS CONTRACT (The "Contract") is made and entered into effective as of the 15th day of January, 2014 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and Gammage & Burnham, an Arizona public limited company ("Vendor") and, together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the RFP No. 14-004. The Town and the Vendor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The Request For Proposal for Zoning Ordinance Modernization ("RFP 14-004"), including Instructions to Offeror, Standard Terms and Conditions, Special Terms and Conditions, Scope of Services, Proposal Format and Required Responses, Price Page, Offer Sheet, Solicitation Amendment No. 1 and Insurance Exhibit A, and Solicitation Amendment No. 2.
 - C. The proposal submitted by Gammage & Burnham, P.L.C. attached as Exhibit B hereto only to the extent it is consistent with the terms of RFP 14-004.
2. **SCOPE OF SERVICES:** The Vendor shall provide the Town the services described in the attached scope of services set forth in Exhibit A (the "Services" or "Work"). \$100,000.00
3. **CONTRACT PRICING:** Contract pricing is listed in Exhibit B, and shall not exceed ~~\$175,855.00~~.
4. **TERM OF CONTRACT:** The term of the Contract is one (1) year, commencing on January 15, 2014 and terminating on January 14, 2015 unless sooner terminated in accordance with the provisions set forth in the contract documents. The Town reserves the right, at its sole discretion, to extend the Contract for up to one (1) additional term of one year. If the Contract is extended, the total length of the contract shall not exceed two (2) years. Additionally, the contract may be extended unilaterally by the Town for a period of thirty-one days or a portion thereof.

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

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Jennifer Robinson

Approved as to form:

By: _____
Attorney for the Town

_____, an Arizona corporation

Date: _____

By: _____

Its: _____

SCOPE OF SERVICES

1. **Project Overview:** The purpose of this project is to solicit a vendor to contract with to aid in the update and modernization of the Town of Queen Creek's Zoning Ordinance into a more efficient Zoning and Development Code. The team selected will be expected to work with the Development Services Department staff, Town Attorney, and varied stakeholders.
2. **Background:** The Town of Queen Creek is located in southeast Maricopa County, approximately 35 miles southeast of downtown Phoenix, adjacent to the cities of Mesa and Gilbert and south of Phoenix Mesa Gateway Airport by approximately 1 mile.

Queen Creek's current Euclidean based Zoning Ordinance dates from the 1990's and does not always reflect best current zoning and planning practices. Further, it is not effective in implementing the land use and design recommendations in Queen Creek's adopted plans and policies or anticipating future development trends. The recent uptick in building within Queen Creek has triggered the need for an updated Zoning Ordinance.

The Town's current Zoning Ordinance can be found on the website at:

<http://www.queencreek.org/departments/community-development/planning-and-zoning/zoning-ordinance-map>

3. **Project Objectives:** The goal of the modernization of the Zoning Ordinance is to incorporate the following key objectives:
 - a. The Ordinance must be logically organized, easy to understand and use, comprehensive, and integrate the following elements:
 - i. Guide preservation and continuation of a unique community character.
 - ii. Regulate land use; density; building design, and preservation of heritage resources.
 - iii. Natural resource and protection of native trees and vegetation, slopes, floodplains, wildlife corridors and conservation of open space.
 - b. The Ordinance shall include Purpose Statements supporting each regulation; equivalency provisions for creative design solutions to meet prescriptive standards. The document shall also contain relevant graphics, photos, and illustrations to convey the intent and desired outcomes of the regulations.
 - c. Modern allowances for residential and commercial practices to incorporate solar and other alternate energy sources, water conservation, etc.
 - d. The Ordinance should be progressive, drawing upon the useful features of other ordinance types already proven and in use in other communities in the areas of design, coding, procedures, incentives, etc., and provide consistency of processes and requirements.
 - e. The Ordinance should introduce definitions of "Minor" and "Major" changes to allowances with separate approval tracts for each. Also needed are allowances that can be easily expanded and amended in the future to respond to the evolving needs of our customers over time.
 - f. The Ordinance must implement the recommendations of the Town's adopted General Plan (2008) and its detailed neighborhood and special planning areas, while being compatible with the Town's efforts to update the General Plan in 2014.
 - g. The Ordinance should be integrated with and cross-reference other land use related ordinances including the Town Code, Subdivision Ordinance, Residential Architectural Design Standards, Engineering Design

standards, and other policies. The Ordinance should also reflect changes in State legislation, including Proposition 207.

- h. Establish a comprehensive and efficient set of regulations and processes in the area of code enforcement, including the citation/prosecution/case management of civil offenses. Include provisions to establish and maintain a Hearing Officer for the Town.
- i. Preserve and perfect the existing set of signage regulations for the Town of Queen Creek.
- j. The Ordinance should include at least two overlay districts: 1) Town Center, and, 2) “Agri-tainment District”. The Town Center should seek to preserve, enhance and create a pedestrian-friendly, pedestrian and bicycle-friendly Town Center. The “Agri-tainment District” should seek to promote and grow existing agriculturally-based tourism amenities in the Town as it continues to transition from rural to suburban in character.
- k. Delivery of an electronic-based Zoning Ordinance that includes hyperlinks to additional information and GIS maps to comprise new zoning maps in support of the new/updated Ordinance.

4. **Project Tasks:**

a. **Task 1: Understanding of Project Expectations**

- i. Meet with staff to develop a refined work program and time schedule.
- ii. Meet with staff to review and discuss strengths, weaknesses, and proposed changes to the current Ordinance.
- iii. Meet with key stakeholders to review and discuss the strengths and weaknesses and possible changes to the current Ordinance.

b. **Task 2: Review Existing Ordinance**

- i. Review existing Ordinance to evaluate strengths, weaknesses and possible changes.
- ii. Review all previous staff work on proposed changes to the Ordinance.
- iii. Identify key areas of proposed change.
- iv. Initial areas for discussion of proposed change:
 - 1. Areas where additional text is needed to address new/emerging issues.
 - 2. System of Purpose statements with equivalency allowances.
 - 3. Replace existing graphics with new, more, clearer alternatives.
 - 4. Restructure the Ordinance to make specific items individual chapters, such as:
 - a. Parking
 - b. Signage
 - c. Landscaping
 - d. Permitted uses
 - e. Design Standards
 - f. Overlay Districts
 - 5. Reorganize for more intuitive use.
 - 6. Remove obsolete areas and incorporate new concepts.
 - 7. Include hyperlinks in key areas.

c. **Task 3: Identify Alternative Concepts for Consideration**

- i. Identify and itemize alternative concepts proposed for consideration.
 - ii. Develop strategy to incorporate new approaches/concepts into the proposed ordinance.
 - iii. Present alternative concepts for consideration.
- d. **Task 4: Develop New Ordinance Format**
- i. Redesign and reconfiguration of the existing ordinance format to accommodate proposed changes.
 - ii. Develop samples showing the proposed changes for consideration.
- e. **Task 5: Development of Revised Draft Ordinance**
- i. Incorporate recommended task force changes into draft ordinance format.
 - ii. Recast existing ordinance into recommended ordinance format.
 - iii. Coordinate with Task Force on development of alternative standards/wording for key areas such as signage, design, parking, permitted uses by classification, etc.
- f. **Task 6: Draft Ordinance Review**
- i. Coordinate with town staff and the Task Force members to attend meetings to discuss proposed changes.
 - ii. Provide input and perspective on proposed changes.
 - iii. Work with staff to incorporate proposed changes into the proposed draft.
- g. **Task 7: Public Input on Draft Ordinance**
- i. Participate in open house/workshops to discuss the proposed changes.
 - ii. Work with staff to incorporate proposed changes into the proposed draft.
 - 1. Public Participation Program: The following is to be used as a guideline for a Public Participation program:
 - a. Project Task Force Meetings - Approximately twelve (12) meetings should be held during the ordinance development process.
 - b. Community Meetings/Public Workshops - Three (3) meetings should be held during the ordinance development process.
 - c. Elected and Appointed Official Meetings - A minimum of six (6) meetings should be held with the Queen Creek Planning Commission and Town Council to review/recommend/adopt the new ordinance.

The Town envisions that the Consultant will be responsible for the majority of the technical tasks during the process, with the Town assuming the lead on the citizen Participation/Public Outreach portion of the project. The Town Project Manager will be responsible for the following:

- a. Scheduling appropriate locations for public involvement events.
- b. Scheduling, advertising and promoting all public meetings and workshops.
- c. Identification of citizen and stakeholder participants to be involved in the public meeting and workshops.
- d. Presentations to citizen groups, at public meetings and before the Planning and Zoning Commission and Town Council.
- e. Scheduling meeting times between the consultant and town staff.
- f. Preparation of press releases and notices in advance of all public meetings.
- g. Development of an email distribution list for announcements, updates, newsletters, etc.
- h. Distribution of information throughout the community.
- i. Reviewing all draft technical reports prior to their reproduction and distribution.

- j. Provision of interim briefings to the Town Council and Planning and Zoning Commission.

The Consultant my request additional involvement by the Town Project Manager.

h. Task 8: Final Ordinance Preparation

- i. Final draft Ordinance completed in Ordinance format.
- ii. Document reviewed by the Town Attorney.
- iii. Staff report prepared.

i. Task 9: Final Ordinance Presentation

- i. Draft Ordinance presented to the Planning and Zoning Commission.
- ii. Draft Ordinance presented to the Chamber of Commerce and others as appropriate.
- iii. Draft Ordinance presented to the Town Council.

- 5. **Project Budget:** This Project has a 2013/2014 budget of up to \$100,000. If required, an additional \$100,000 may be available for the Town’s 2014/2015 budget year. The Town will consider the overall value for the price. Please provide a plan that indicates how your team can deliver the ZDC the Town is seeking within the year one budget.

6. Tentative Project Schedule:

RFP Distributed to interested parties	October 10, 2013
Pre-Submittal Conference	October 24, 2013
Proposals due to the Town	November 7, 2013
Interviews of firms	December 5, 2013
Council approval of proposed contract	December 18, 2013
Contract execution	January 2, 2014
Project initiation	January 6, 2014
Draft ordinance development	January-October, 2014
Planning Commission review of proposed ordinance	November 12, 2014
Town Council approval of the proposed ordinance	December 17, 2014

**Final dates are to be determined by the Town and the successful Consultant team.*

- 7. **Values That Drive Town Decision Making:** Values that will drive future decision making in the Town of Queen Creek include the following:
 - a. **Quality** – Expectations and regulations that “raise the bar” for our built environment.
 - b. **Consistency** – Organization and layout that establishes a consistent pattern of expectations, reduced redundancy, accurate cross-references.
 - c. **Clarity** – Code language that is brief, relevant, and understandable.

- d. **Openness** – Purpose statements that explain regulations.
- e. **Understanding** – Flexibility that allows for creativity and thought in applying standards. Use of relevant visuals.
- f. **Value-Added Processes** – Regulations that exist to create pathways to progress, not only as “check points”.
- g. **Innovation** – Use of electronic maps; real time information; and the ability to “push” information.

Note: The Town of Queen Creek reserves the right to change and/or amend this Scope of Services as needed.

EXHIBIT A: INSURANCE

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

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

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

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

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

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

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

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

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

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

10. **Errors and Omissions:** The Vendor shall secure and maintain during the life of this Contract, insurance coverage which shall include Vendor’s liability insurance and errors and omissions professional liability. The minimum amounts of coverage for Vendor’s professional liability shall be one million dollars (\$1,000,000.00).

GAMMAGE & BURNHAM, P.L.C.

ATTORNEYS AT LAW
TWO NORTH CENTRAL AVENUE
15TH FLOOR
PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

WRITER'S DIRECT LINE
(602) 256-4461

Manjula M. Vaz
mvaz@gblaw.com

November 7, 2013

Brett Burningham, AICP
Town of Queen Creek
Municipal Services Building
22358 South Ellsworth Road
Queen Creek, Arizona 85142

Re: RFP No. 14-004: Zoning Ordinance Modernization

Dear Mr. Burningham and the Selection Committee:

The law firm of Gammage & Burnham, P.L.C. is pleased to submit this proposal to provide professional services to the Town of Queen Creek (the "Town"). We have read the Request for Proposal, understand the requirements, and feel we are uniquely positioned to provide the services you are seeking.

Gammage & Burnham, P.L.C. has assembled a quality, multi-disciplinary team of experienced professionals with a wealth of public and private sector experience in the legal and technical field of Zoning Code amendments and updates. We firmly believe that the results of our efforts will help Queen Creek develop a Zoning Ordinance that is as efficient in its ease of use as it is technical in its application of modern development standards. This underlying principle will further Queen Creek's core community values.

When updating the Zoning Code it is important to understand that a zoning ordinance cannot nor should it deal with every unique situation or circumstance otherwise the code becomes confusing, overly restrictive and hard to implement. At the same time, an ordinance that does not provide opportunity for known unique circumstances becomes overly reliant on special processes such as variances. A key factor for any consultant in modernizing the Zoning Code will be helping the Town to find a balance between these two competing goals and drafting a code that fits Queen Creek's unique circumstances.

We believe the Gammage & Burnham Team offers the best opportunity to help find this balance. We have assembled a quality, multi-disciplinary team of experienced professionals with a wealth of public and private sector experience in planning, engineering, public involvement, urban design, infrastructure design and economic development.

Brett Burningham, AICP
Town of Queen Creek
November 7, 2013

The Gammage & Burnham project team will consist of the following members, who all authorize Manjula Vaz to represent the Project Team and bind as Offeror to contract with the Town:

- Gammage & Burnham as Project Manager and Legal Review
- ReSEED Advisors as Technical and Presentation Support
- Espiritu Loci as Advisory Planning Support

The individuals below are authorized to make representations on behalf of the Offeror:

Gammage & Burnham, Manjula M. Vaz, Member
2 North Central Avenue, 15th Floor
Phoenix, Arizona 85004
602-256-4461
602-256-4475
mvaz@gblaw.com

Gammage & Burnham, Rob Lane, Planner
2 North Central Avenue, 15th Floor
Phoenix, Arizona 85004
602-256-4439
602-256-4475
rlane@gblaw.com

Gammage & Burnham, Heather Horrocks, Associate
2 North Central Avenue, 15th Floor
Phoenix, Arizona 85004
602-256-4436
602-256-4475
hhorrocks@gblaw.com

ReSEED Advisors, Felipe Zubia, Principal
420 West Roosevelt, Suite 107
Phoenix, Arizona 85003
602-670-2255
602-340-1803
felipez@reseedllc.com

We think that our expertise and experience make us undoubtedly the best-qualified firm for you, and we are excited about the opportunity to work with the Town. For questions regarding this response, please contact me directly at (602) 256-4461 or via e-mail at mvaz@gblaw.com.

Sincerely,
GAMMAGE & BURNHAM, P.L.C.



By
Manjula M. Vaz
MMV/ld

1. Identification

**RFP No 14-004:
Zoning Ordinance Modernization
Town of Queen Creek**
Brett Burningham, AICP
Principal Planner

**GAMMAGE & BURNHAM, PLC
(GAMMAGE & BURNHAM)**
Manula Vaz, Esq ,
Project Manager/Key Person
mvaz@gblaw.com

2 N Central Avenue, 15th Flr
Phoenix, AZ 85004
P:602.256.0566 | F:602.2564475
www.gblaw.com

**RESEED ADVISORS, LLC.
(ReSEED)**
Felipe Zubia, AICP
felipez@reseedllc.com

420 W Roosevelt, Suite 107
Phoenix, Arizona 85003
P:602.670.2255 | F:602.340.1803
www.reseedllc.com

**ESPIRITU LOCI
INCORPORATED
(ESPIRITU LOCI)**
Trevor Barger, AICP
tbarger@espirituloci.com

6625 N Scottsdale Road, Suite E
Scottsdale, Arizona 85250
P:480.481.9100 | F:480.481.9101
www.espirituloci.com

2. Table of Contents

1	Identification	1
2	Table of Contents	1
3	Detailed Proposal	1
	A. Project Understanding	1
	B. Project Work Plan	2
	C. Tasks/Scope of Work	2
4	Firm and Team Member Roles	5
5	Experience	7
6	Qualifications of the Firm	8
7	Personnel	10
8	Disclosures	11
9	References	11
10	Additional Information	11
11	Price Information	11
12	Project Time Schedule	12

Appendix Signed Forms

3. Detailed Proposal

A. PROJECT UNDERSTANDING

The cornerstone of our proposal is the belief that good decision-making should be an objective, transparent, participatory process that incorporates the Town's values. As a firm founded 30 years ago, Gammage & Burham takes pride in its reputation as a facilitator of informed, collaborative decision-making that exemplifies this process. We believe that land planning can be more effective if regulatory and policy documents are strategically focused and driven by locally identified needs and values. Ultimately, the goal is about assisting the Town with making the best planning documents possible with the resources and practices available and most importantly, that meet the community's values.

As described by City staff, the current code has a number of deficiencies which limit its effective implementation. The inability to effectively implement the city's most basic regulations

negatively affects design and hinders economic development though lack of clarity and inefficient redundancies. A few of these inefficiencies and redundancies are listed below.

a. Antiquated Framework: Certain aspects of the Zoning Ordinance remain valid, but the Town have evolved, State regulations have changed, and perspectives on land use, transportation and quality of life issues have changed. In particular, the concepts of sustainability, smart growth and healthy communities have emerged as fundamental principles for design and development for all types of communities.

b. Disconnect From Vision: Currently, the Zoning Ordinance does not adequately implement the recommendations for the Town's adopted 2008 General Plan, or its detailed neighborhood and special planning areas. It is necessary to encapsulate these ideas, as well as be compatible with the General Plan in 2014.

c. Geographic Issues: The Town has a unique heritage and character; however, the Zoning Ordinance does not differentiate regulations to accommodate or distinguish appropriate development for these special areas.

d. Design Elements: Existing regulations do not clearly identify and address the intent or purpose of the design regulation.

e. Inconsistent Policies and Plans: Regulations may not be appropriately interpreted or applied by those who actually design and construct projects. The Ordinance should address this challenge by developing a set of strategies and specific planning tools to create a logically organized, progressive and sustainably-minded code that is in keeping with the Town's Vision and values.

Separator

Knowledge/Familiarity

Gammage & Burnham's top priority is helping our clients identify and achieve their goals. **We know that each engagement demands a unique mix of intelligence, creativity, and hard work.** You can count on us to listen and be responsive to your needs.

Rooted in our state since 1983, Gammage & Burnham gets the job done because we know Arizona — its laws, values, customs and people. Gammage and Burnham has assisted with 10 Zoning Code updates, as well as many General Plan updates. For example, the City of Phoenix wants to expand their central business district. We are advising the City on the interpretation of the statutes and expansion of the district.



B. PROJECT WORK PLAN

Our proposed Work Plan is organized to clearly state the task, purpose, approach, work activities, meetings and deliverables proposed by the team.

Stakeholder Outreach To Garner Input

Stakeholder outreach is a critical element of the update process, and the Town will be assuming the lead in completing the citizen participation/public outreach portion of the project. Stakeholders include residents, business leaders, elected officials, other state agencies, regional planning organizations, counties, non-profit organizations, realtors, and developers. Our approach to engaging these groups is described below.

Project Management Team

A project management team (PMT), made up of Town staff, key consultant members and others, will be established to closely coordinate and direct the study. The PMT, under the direction from the TOWN Project Manager (PM), will serve as the primary decision-making body of the update. Proposed new concepts and approaches will be presented to and approved by the PMT prior to presentation to the Stakeholder Groups. Our project schedule, on page 12, reflects PMT meetings. Mid-task PMT progress meetings will also be held at key decision points during the project.

Stakeholder Interviews and Forums

Our project approach includes one-on-one interviews with PTF, PMT, and other stakeholders during Task 1. We also will assist the Town Project Manager host a set of community meetings/public workshops to discuss the implementation of this investment on the long-term competitiveness and quality of life throughout Queen Creek. These community meetings will represent diverse interests such as development, business retention/development, and strategic economic groups. The purpose is to garner insights and perspectives on how the proposed regulations will impact economic and social aspects of the community.

C. TASKS/SCOPE OF WORK

TASK 1:

Understanding of Project Expectations

Purpose: Develop a work plan that includes a refined scope of work, project objectives, project schedule, and stakeholder outreach plan.

Approach: A project kick-off meeting will be held with key members of the Gammage & Burnham team, Town PM, and selected Town staff to discuss update objectives, research methodologies, stakeholder identifications and outreach strategies, meeting the schedule, and communication channels. One area of initial discussion will be the phasing of the project to allow the formatting and straightforward coding issues to be reviewed and adopted as Phase I, then to moving into Phase where the more involved issues can be addressed. Refer to the project schedule. Task 1 will also be critical for determining an acceptable review standard that will allow the team and the Town to evaluate all proposed revisions against whether or not they meet or exceed the Town's 7 established values. One way this can be done is by establishing a review matrix that specifies which values a proposed revision meets.

Activities

- Meet with staff to develop a refined work program and time schedule.
- Meet with staff to review and discuss strengths, weaknesses, and proposed changes to the current Ordinance.
- Meet with key stakeholders to review and discuss the strengths and weaknesses, and possible changes to the current Ordinance.

Deliverable: Refined Work Plan and establish Values standard review process.

TASK 2: Review Existing Ordinance

Purpose: To provide a complete picture of all Queen Creek plans, practices, policies, procedures, and design standards that could be impacted by the Update. This task will help us answer:

- Queen Creek’s priorities for sustainability and economic development strategies.
- Where Queen Creek had success in applying newer sustainability principles.
- The real and perceived barriers to updating the code and incorporating progressive planning tools.
- The policies or requirements that are often cited as hindering development.
- Opportunities to increase the Town’s economic competitiveness.

Approach: This task will be broken into two subtasks, each resulting in a mid-task Technical Memorandum and PMT progress meeting.

Task 2.1 – Current Practices Summary

This task will begin with a comprehensive SWOT analysis of the code, and review of applicable planning regulatory documents, policies, procedures and guidelines. The documents may include subdivision ordinance and design standards, economic development strategic plan, parks trails and open space plan, sign regulations, and the residential architectural design standards among others.

The SWOT analysis will identify the disconnect, real or perceived, between the existing code and what peer communities feel is the highest and best applications of sustainable and healthy community principles. For example, in a rural area, input from stakeholders may indicate that people are comfortable walking or

riding on an unpaved surface. This represents less of a “gap” than in an urbanized area, where more pedestrian amenities are desired. By cataloging these gaps between existing conditions and local context for sustainable planning principles, we can develop a code that can address the local character and context of the community.

Part of the one-on-one stakeholder outreach efforts in Task 1 will be focused on ensuring we understand how current Queen Creek policies and procedures impact stakeholders. Results of those sessions will be summarized and linked to the results of the current practices analysis. We will then summarize this analysis in a Technical Memorandum.

Task 2.2 – Recommendations

We will work with the PMT to identify and establish appropriate criteria for recommending proposing changes. These criteria will be included within a Technical Memorandum summarizing the recommendations for code modifications. Also within this subtask, we will work with the PMT to establish an updated Zoning Ordinance table of contents that will be refined during Tasks 3 and 4.

Activities

- Review existing Ordinance.
- Review all previous staff work.
- Identify key areas to change.
- Initial areas for proposed changes, including but not limited to parking, signage, landscaping, permitted uses, design standards, and overlay districts.
- Draft revised Ordinance Table of Contents for more intuitive use.
- Identify obsolete areas for removal and new concepts to be incorporated.

Deliverables:

Prepare draft updated Ordinance Table of Contents, and technical memo outlining best practices to be incorporated, proposed changes, and identification of obsolete areas to be considered for elimination.

TASK 3: Identify Alternative Concepts For Consideration

Purpose: Identify and incorporate alternative concepts, approaches and strategies for possible inclusion into the Ordinance.

Approach: We will identify industry best practices for possible inclusion into the code where not currently addressed in some manner within the existing code. If concepts or practices have been established for those areas, we will identify if and how those they may need to be revised to reflect current or anticipated conditions. The concepts will also be reviewed and evaluated against the Town’s Established Values standard review process.

Activities

- Review other ordinance types already proven and in use in other communities in the areas of design, coding, procedures, incentives, etc that are relevant and consistent with the Town’s values, economic objectives, and vision. Identify and itemize alternative concepts proposed for consideration.
- Incorporate new approaches and concepts into ordinance.
- Present alternative concepts for consideration.

Deliverables: Technical Memorandum 2 detailing alternative approach for consideration and presentation.

TASK 4: Develop New Ordinance Format

Purpose: Prepare draft Ordinance format.

Approach: The findings and recommendations from earlier tasks will be synthesized, edited, and formatted into a highly-stylized, graphic-intensive, and easy to read Zoning Ordinance format. The new format will present specific and prioritized recommendations regarding processes and procedures, planning strategies, and needed policies, tools, resources, programs, or data to meet the needs of all users.

Activities

- Redesign and reconfiguration of the existing ordinance format to accommodate proposed changes.
- Ordinance must be logically organized, easy to understand and use, comprehensive, and integrate the elements of:
 - o Community character;
 - o Preservation and enhancement of heritage resources;
 - o Identification and protection of natural resources and wildlife.
- Ordinance should be progressive and provide consistency of processes and requirements.
- Develop samples showing the proposed changes for consideration.

Deliverables: Draft Ordinance format.

TASK 5: Development of Revised Draft Ordinance

Purpose: Prepare draft ordinance.

Approach: Incorporate stakeholder group changes into the draft ordinance format and develop alternative standards/wording for

key areas for consideration by stakeholder members. All proposed revisions will be reviewed and evaluated against the Town's Established Values standard review process

Activities

- Develop Purpose Statements supporting regulations, equivalency provisions for creative design solutions to meet prescriptive standards. Incorporate graphics, photos, exhibits and illustrations to convey intent and desired development outcomes.
- Incorporate recommended task force changes into draft ordinance format.
- Recast existing ordinance into recommended ordinance format.
- Coordinate with stakeholder group on development of alternate standards/wording for key areas such as signage, design, parking, permitted uses by classification, etc.
- Establish a comprehensive and efficient set of regulations and processes in the areas of code enforcement.
- Develop provisions to establish and maintain a Hearing Officer for the Town.
- Identify ways to incorporate solar and other alternate energy sources, water conservation, etc into residential and commercial development.
- Develop definitions and process approvals allowing for "Minor" and "Major" amendments to the Zoning Ordinance. Criteria should be flexible and adaptable to respond to evolving needs of customers and Town staff.
- Preserve and perfect existing Town of Queen Creek signage regulations.
- Preparation of at least two (2) overlay districts for 1) Town Center, and , 2) "Agri-

tainment District"

- Incorporate modern technological approaches to Ordinance such as hyperlinks and research the applicability and usefulness of mobile apps.

Deliverables: Updated ordinance format and alternate standards or wording for key regulatory areas.

TASK 6: Draft Ordinance Review

Purpose: Solicit constructive input and comments on the draft ordinance through meetings with staff, presentations to the stakeholder group and other key members.

Approach: This task is our opportunity to gain feedback prior to preparation of the pre-final Ordinance. We will develop a presentation or other informational collateral as needed to convey concepts and receive valuable feedback from these meetings that will be incorporated within the final code.

Activities

- Coordinate with town staff and the



stakeholder group members to attend meetings to discuss proposed changes.

- Provide input and perspective on proposed changes.
- Incorporate proposed changes.

Deliverables: Draft Ordinance presentation and/or other informational collateral as determined.

TASK 7: Public Input on Draft Ordinance

Purpose: Participate in community meetings, and incorporate input into proposed draft code.

Approach: We will work with PMT and Town Project Manager to develop presentation materials and informational collateral to be utilized within the PTF and Community Meetings. We will also attend and support Town staff as needed at these meetings.

Activities

- Participate in open house/workshops to discuss the proposed changes.
- Work with staff to incorporate proposed changes in the proposed draft from:
 - o Project Task Force Meetings;
 - o Community Meetings/
Public Workshops; and
 - o Elected and Appointed Official Meetings.

Deliverables: Provide updated Ordinance presentation and/or other informational collateral as needed and provide support to Town staff at selected meetings.

TASK 8: Final Ordinance Preparation

Purpose: Incorporate feedback received into the final Ordinance.

Approach: Results from presentations at community meetings, interviews with stakeholders, and meetings with PMT and stakeholder group members will be incorporated and encapsulated within the final Zoning Ordinance.

Activities

- Final draft Ordinance completed in Ordinance format.
- Document reviewed by Town Attorney.
- Staff report prepared.

Deliverables: Final draft of Zoning Ordinance

TASK 9: Final Ordinance Presentation

Purpose: Present final draft of Ordinance at key economic development groups and then to Planning & Zoning Commission and Town Council for consideration and recommendation of approval.

Approach: We will work with Town staff to prepare final presentations and updated informational collateral as needed for public meetings, along with provide support at selected meetings.

Activities

- Draft Ordinance presented to Planning and Zoning Commission, Chamber of Commerce and other key groups as appropriate, and to the Town Council.

Deliverables:

Present final draft of Zoning Ordinance

4. Firm and Team Member Roles

**GAMMAGE
&
BURNHAM**

is recognized as one of the best land use law firms in Arizona. The Firm regularly seeks development entitlements for urban high rises and mixed-use projects, large master-planned communities, and specialized public-private partnerships. They have extensive experience on all sides of land use litigation and the following additional areas:

- Zoning, Variance and Entitlements
- Redevelopment Agreements
- Land Use Litigation
- Referendum and Zoning Opposition
- State and Local Government
- State Lands
- Telecommunications

They represent a wide variety of real estate clients and municipalities in connection with projects throughout the metropolitan Phoenix area from Buckeye to Florence, as well as across Northern and Central Arizona. We frequently appear before planning commissions, city councils, and county boards of supervisors in connection with rezoning cases, annexations, and land use plan approvals or amendments and therefore have an intimate knowledge of zoning codes throughout the state. Additionally, because of their involvement in the original preparation of legislation dealing with the development of State-owned land in the urban areas of Arizona (the "State Urban Lands Act"), they have been active before the State Land

Department in connection with major projects throughout the State. They have also acted as special counsel to a number of Arizona cities and towns and Indian Tribes (the Salt River Pima-Maricopa Indian Community and the Tohono O'odham Nation) with regard to zoning and land use issues.

KEY PERSONNEL

The team organization chart for the Gammage & Burnham team, together with a summary of key team members' roles and responsibilities are provided in Section 7.



Grady Gammage, Jr., Esq.
Founding Member

Grady has been practicing law in Phoenix for nearly 35 years. Hpracticing law in Phoenix for nearly 35 years. His practice has focused on land use, zoning

and real estate projects throughout Arizona. He has represented projects ranging from master planned communities and subdivisions to high rise buildings and intense urban mixed-use redevelopment. Examples of public sector representation include zoning ordinances in Sedona, Avondale, Cave Creek and Phoenix. He also has represented cities, including Flagstaff, with regard to economic development issues and development agreements. Grady is a Senior Fellow at Arizona State University's Morrison Institute and teaches at ASU's College of Law, College of Architecture and Environmental Design and Master of Real Estate Development program.



Manjula M. Vaz, Esq.
Attorney

Manjula is an attorney in the zoning and land use planning and real estate areas of the firm. Her practice focuses on zoning-related services,

including master planned zoning approvals (specific plans, planned area developments, planned community developments), rezoning approvals, general plan amendments, variances, conditional and special use permits, zoning interpretations and violations, and zoning due diligence. She frequently appears before planning commissions and city councils on behalf of clients regarding zoning and development projects. Prior to attending law school, Manjula was a Legislative Assistant to U.S. Rep. John J. Rhodes III and chief of staff to Maricopa County Supervisor Tom Rawles (D-1). She is also a former member of the Tempe Planning Commission.

Subconsultants



ReSEED Advisors is an Arizona-based firm that brings a strong track record of providing quality planning and zoning services to both private and public sector clients throughout the State and beyond. Past and current clients include: the Cities of Sierra Vista, Marana, Oro Valley, Superior, El Mirage, Globe, Phoenix, Peoria, Buckeye, Mesa, Glendale, Scottsdale, Goodyear, Surprise, Tolleson, and Avondale, Pinal County and Maricopa County. A core strength of the firm is specifically in the area of zoning ordinance re-writes; however, ReSEED Advisors has expertise in all aspects of land planning, from General Plan updates, development plans, visioning and site design to permitting and land development.

Their experience encompasses a wide-range of activities including the drafting and implementation of main street urban design regulating documents, the preparation of General Plan and Comprehensive Plan updates,

Zoning Ordinance revisions, redevelopment plans, project management of complex public infrastructure projects and the project management and engineering design of large scale private infrastructure improvements.

KEY PERSONNEL



Felipe A. Zubia, AICP
Principal

Felipe has been practicing in the area of public and private land use planning in the state of Arizona for over 20 years. He has worked for the cities of Tucson, Sierra Vista, Peoria and Avondale. He has also represented many of the largest master planned communities in the state through his work with the law firm of Beus Gilbert and most recently as Director of Entitlements with DMB Associates. Currently, Mr. Zubia is overseeing and managing the company's multi-disciplinary/multi-firm teams for large regional planning projects through the HUD "Sustainable Communities Regional Planning Grant" program in Arkansas, North Dakota and Arizona.

Mr. Zubia's expertise in the area of public sector working specifically with zoning ordinances began with some of his first responsibilities as a planner in the City of Sierra Vista with code enforcement responsibilities. As a young planner, Mr. Zubia became intimately familiar with the technical workings of a zoning ordinance and interpretations, particularly when trying to explain zoning provisions to a property owner. Mr. Zubia quickly learned the care needed when crafting new text amendment provisions. This experience served him well while helping to prepare the City's Consolidated Development Code. Later as a planner with the City of Peoria, Mr. Zubia received the 'Award of Merit in Environmental Excellence' from the Valley Forward organization and an Arizona

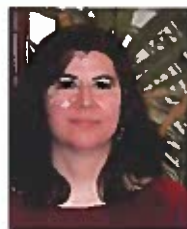
State Planning award for 'Best Ordinance' for developing the City's first architectural design review process.

Mr. Zubia has also served on a number of voluntary boards and commissions including the Arizona State Transportation Board, Arizona Real Estate Advisory Board and the Maricopa County Trails Commission. He has gained extensive experience in public policy effecting sustainable decision-making and through this work he has become a leading proponent in the area of Livable Communities, Complete Streets and Context Sensitive Solutions. His experience has provided him a unique perspective to sustainable community solutions through integrated land use and transportation decisions. Felipe's varied work provides him a unique perspective as he has served not only as staff, but as consultant and appointed official. As Project Manager, his extensive experience will serve the City well in helping to navigate all the potential pitfalls.



**Dean Brennan, FAICP
Senior Planner**

Dean has worked as a city planner for over 40 years – 20 years with the Phoenix Planning Department where he worked until 2009. He is currently working as a consultant on healthy community design projects including the Reinvent Phoenix Project, a HUD Community Challenge Planning Grant awarded to the city of Phoenix in 2012. He is a member of the Livable Communities Coalition and as a representative of the LCC he is working with several cities in the Phoenix metro area to provide guidance regarding the incorporation of healthy community policies into General Plan Updates. Dean is co-author of *SafeScope: Creating Safer, More Livable Communities Through Planning and Design*, published by the American Planning Association.



**Lorie Dever
Senior Planner**

Lorie trained with the National Charrette Institute, and will support both the public involvement, branding and report development, and land use evaluation tasks. Ms. Dever has more than 13 years of experience in private and public sector planning, including five with the City of Scottsdale's Planning Department where she specialized in large-scale master plans, commercial development review and downtown development. Additionally, she assisted in researching, preparing and reviewing technical language for amendments to the General Plan and Zoning Ordinance, and coordinated the City's pilot program for electronic submittal and review of single-family, tenant improvements, wireless communication facilities, and civil construction documents. Her areas of expertise include preparing and coordinating of land use analysis and entitlement applications for small and large scale master planned communities, commercial/industrial employment centers, properties adjacent to military and commercial airports, and renewable energy projects.



Espiritu Loci is a Scottsdale based planning and development advisory firm that specializes in assisting people create spirited, one-of-a-kind settings for life. With a background in development, they take a broad array of variables into consideration during the design phase, including schedule and pro forma elements to create incredible places to live, where residents are proud of their communities and clients return for repeat success.

KEY PERSONNEL **Trevor Barger, AICP Advisory Planner**

Trevor received a Bachelor of Science in Design, focusing on Housing and Urban Development, from Arizona State University in 1995. He earned a Masters of Science in Planning from the University of Arizona in 1997. He is an accomplished and certified planner, having worked on the projects that stretch to provide wonderful places for modern families to experience life. His works include numerous award winning master planned communities in Arizona, Colorado, Wisconsin and Hawaii, urban development projects in Arizona, All Saints Catholic Newman Center's Urban Community at Arizona State University, the Phoenix Zoo, Seawater Farms in Hermosillo Mexico, the expansion of the Petrified Forest National Park.

5. Experience

GAMMAGE & BURNHAM **Cameron C. Artigue, Esq. Attorney**

Cameron specializes in solving hard problems. He has spent his career at our firm, and has handled over 100 appeals in state and federal courts. His experience and expertise span many of the firm's practice areas: health care, administrative law and land use litigation. Cameron has helped shape public policy through leading court decisions in constitutional law and government affairs as well as through his advisory role to various municipalities and zoning ordinance interpretations and amendments. He is an Adjunct Professor of Law at the Sandra Day O'Connor College of law at ASU.

Rob Lane Land Planner

Rob entitlement and development coordination for commercial, industrial, office, non-profit,

residential, solar energy and student housing developers. Rob, who joined the firm in 2007, has professional experience in the private, public and non-profit sectors of the planning profession. Before coming to Gammage & Burnham, Rob was the South Mountain Village Planner for the City of Phoenix, where he also managed the City's freeway mitigation program and staffed Planning Commission briefings. Rob is an active member of the Arizona Chapter of the American Planning Association. He recently served two terms as the Chapter's Vice-President for Legislative Affairs. As a current member of the Laveen Village Planning Committee, he is also actively engaged with the local community.

ReSEED Advisors

Bob Byall, PE Engineer

Bob is a well versed professional engineer with over 40 years of experience in all phases of private sector and governmental land development from concept, through permitting and construction. Knowledgeable in the development of all phases of residential, commercial and governmental land improvement projects, he has had the opportunity serve as city and county engineer for various jurisdictions throughout Arizona.

Brian Rude, RLA Landscape Architect

Brian began his career 20 years ago working as a designer for a large Landscape Architecture and Land Planning firm in San Diego, California. He has extensive experience applying various code requirements in real-world applications. This has provided him significant insight to redundant and hard to implement code requirements.

Joshua Matthews Planning Technician

Josh has a Bachelor's degree in planning

from Arizona State University and is currently pursuing his Master's in Planning with a schedule graduation date of May 2014. Joshua has excellent research and analysis skills that he has refined through classwork, projects and in his supportive planning role with ReSEED.

6. Qualifications of the Firm



City of Tolleson Downtown CORE District

The Tolleson Downtown Commercial, Office Retail and Entertainment (CORE) Zoning District is a new district that the team created for the City to promote a high quality of life as the community continues to mature. The CORE District blended planning techniques to enhance the visual character and economic viability of the Downtown CORE corridor. The Code is designed to foster a setting for economic growth and development in a sustainable mixed-use pattern that integrates residential with commercial, entertainment and recreational opportunities.

Reyes Medrano
9555 West Van Buren
Tolleson, AZ 85353
(623) 936-7111 EXT. 2772
rmedrano@tollesonaz.org
Contract amount - \$50,000

City of Globe – General Plan Update

Through the City's General Plan Update the team is incorporating an innovative approach to land use planning in Character Area Planning. Character Area Planning is the term given to an 'area-based' approach to land use planning. It is a technique that identifies and interprets the notable qualities and historic features that unite like neighborhoods and/or land areas. Recognizing these qualities and features gives the present day landscape a connection to the past while defining a way forward for future development. The benefits of this approach are summarized below:

- It enables a community to identify and value it's natural, built and social environments thereby more effectively managing change;
- It safeguards the natural and historic environment which contributes to an area's sense of place;
- It enhances the quality places that are important to a community;
- It is more flexible and business friendly than the conventional approach to planning by allowing design and context to moderate compatibility

Brent Billingsley
150 N. Pine St.
Globe, AZ 85501
(928) 425-7146 Ext. 24
bbillingsley@globeaz.gov
Contract amount - \$50,000

Discovery Triangle Corporation Ongoing

Gammage & Burnham are working with the Discovery Triangle Corporation (the "DTC"), a non-profit entity which acts as a consultant to the City of Phoenix for the purpose of analyzing the expansion of the City's Central Business District to cover the light rail corridor between Phoenix and Tempe. Our role has been to advice the DTC concerning the interpretation of state

statutes on slum and blight declarations and the potential use of incentives in the expanded CBD area.

John Michael Chan
 City of Phoenix
 Community & Economic Dev. Dept.
 200 West Washington St., 20th Floor
 Phoenix, Arizona 85003-1611
 (602) 262-4902
 john.chan@phoenix.gov
 \$97,000.00.



DOWNTOWN PHOENIX URBAN FORM PROJECT / DOWNTOWN PHOENIX PLAN 2008

The Plan is a direct result of the Urban Form Project, a collaborative process to shape the future growth and realize the Downtown Strategic vision. The Plan is the policy document that provides the framework for to the upcoming Form-Based Code. Gammage & Burnham served as a sub consultant on the team led by Dyett & Bhatia and was responsible for reviewing and advising on all Plan components.

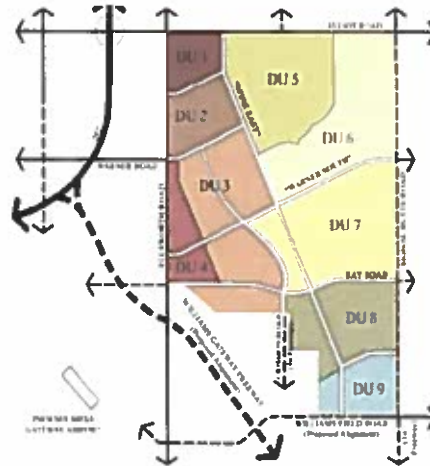
Debra Stark
 Maricopa County Planning Director (formerly Phoenix)
 debrastark@mail.maricopa.gov
 Contract amount - \$100,000

Other Relevant Projects

**SUPERSTITION VISTAS 2006
 Pinal County, AZ**

This 275 square mile state trust land lies east of the City of Mesa in Pinal County. This was an extensive visioning project completed by Arizona State University’s Morrison Institute for Public Policy in 2006. Multiple development scenarios were proposed and analyzed—providing the necessary major infrastructure, green centered development, and establishing city government in place prior to development. Grady Gammage Jr. as senior fellow at Morrison Institute for Public Policy was the principal author of the final planning report - “The Treasure of the Superstitions”.

**MESA PROVING GROUNDS - ONGOING
 Mesa, AZ**



Gammage & Burnham is working on a large project involving extensive planning work in eastern Maricopa County on the old General Motors proving grounds. In this matter the firm is representing DMB, who bought the site for \$265 million, 3200 acre parcel, on the

complex entitlement process. Property includes various entities both private and public– DMB, the Flood Control District of Maricopa County and the Arizona State Land Department.

The Study involves analyzing appropriate development options in order to create a sense of place that attracts the type and knowledge drive, high paying jobs, businesses and amenities that will be the catalyst for the positive growth of the area. Gammage & Burnham represented DMB, advised on general plan and rezoning applications, drafted intergovernmental agreements and development agreements.

AVONDALE CITY CENTER SPECIFIC AREA PLAN 2008 | Avondale, AZ



The Avondale City Center Specific Area Plan is a plan that offers a variety of residential unit types, an employment center, and various active pedestrian oriented uses for the approximate 402-acre Avondale City Center. This plan establishes the framework of streets, land uses, parks, and building form for the City Center site. The City of Avondale is a rapidly growing community of 70,000 located west of the City of Phoenix. The consultant team included a number of firms with the lead consultant of Dyett & Bhatia, Urban and Regional Planners. The primary scope of work by the firm was

providing the legal framework analysis for the Specific Area Plan and the Implementation Plan, including integration of the Area Plan into zoning and infrastructure funding and financing strategies. As needed, the secondary scope of work by the firm included public workshops and City meetings. The Avondale City Center Area Plan project started January 2007, with final adoption of the Area Plan in August 2008.

DOWNTOWN TEMPE HOSPITALITY FORCE - ONGOING | Tempe, AZ
 The Downtown Tempe Community (DTC), Contracted with Responsible Hospitality Institute (RHI) to facilitate a consultation known as the Hospitality Zone Assessment (HZA), a process that assists communities to prevent and manage nightlife impacts, and maximize the benefits of a sociable economy. The goal is to highlight the community's resources and assets, and identify practical solutions to the risks created in hospitality zones. Gammage & Burnham is assisting in this effort by reviewing ordinances and permitting processes for public space use.

DOWNTOWN PHOENIX URBAN FORM PROJECT / DOWNTOWN PHOENIX PLAN 2008

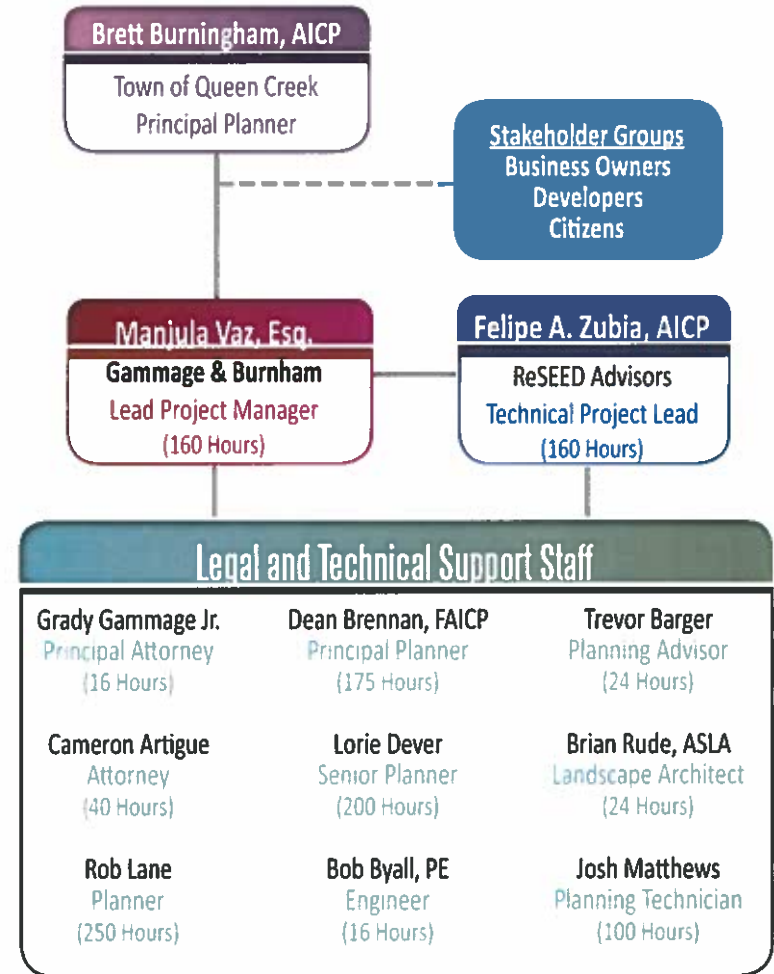
The Plan is a direct result of the Urban Form Project, a collaborative process to shape the future growth and realize the Downtown Strategic vision. The Plan is the policy document that provides the framework for to the upcoming Form-Based Code. Gammage & Burnham served as a sub consultant on the team led by Dyett & Bhatia and was responsible for reviewing and advising on all Plan components.



7. Personnel

Our team was assembled to respond to the unique requirements for the Zoning Ordinance Update. Selection of the Gammage & Burnham team will provide the Town of Queen Creek access to some of the most comprehensive planning, zoning, land use, and design experience in the nation from staff located locally in the Valley.

The team organization chart provided in this section identifies our key team members' roles and responsibilities.



8. Disclosures

Gammage and Burnham, PLC and its partnering firms have no conflicts of interest to declare and are likewise free to submit on this proposal.

9. References

Alex Smith

Real Estate Development Manager
City of Tempe
31 E. 5th Street,
Tempe, AZ 85282
480.350.2708
alex.smith@tempe.gov

**Date of Work: Ongoing, Variety of Projects*

Michelle D'Andrea

Flagstaff City Attorney
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001
928.213.2025
mdandrea@flagstaffaz.gov

**Date of Work: Ongoing, Variety of Projects*

Reyes Medrano Jr.

City Manager
City of Tolleson
9555 West Van Buren
Tolleson, AZ 85353
623.907.2629
rmedrano@tollesonaz.org

**Work: 2011 - Present, Variety of Projects*

Key Consideration

10. Additional Information

ReSEED Advisors is a certified Disadvantaged Business Enterprise (DBE)

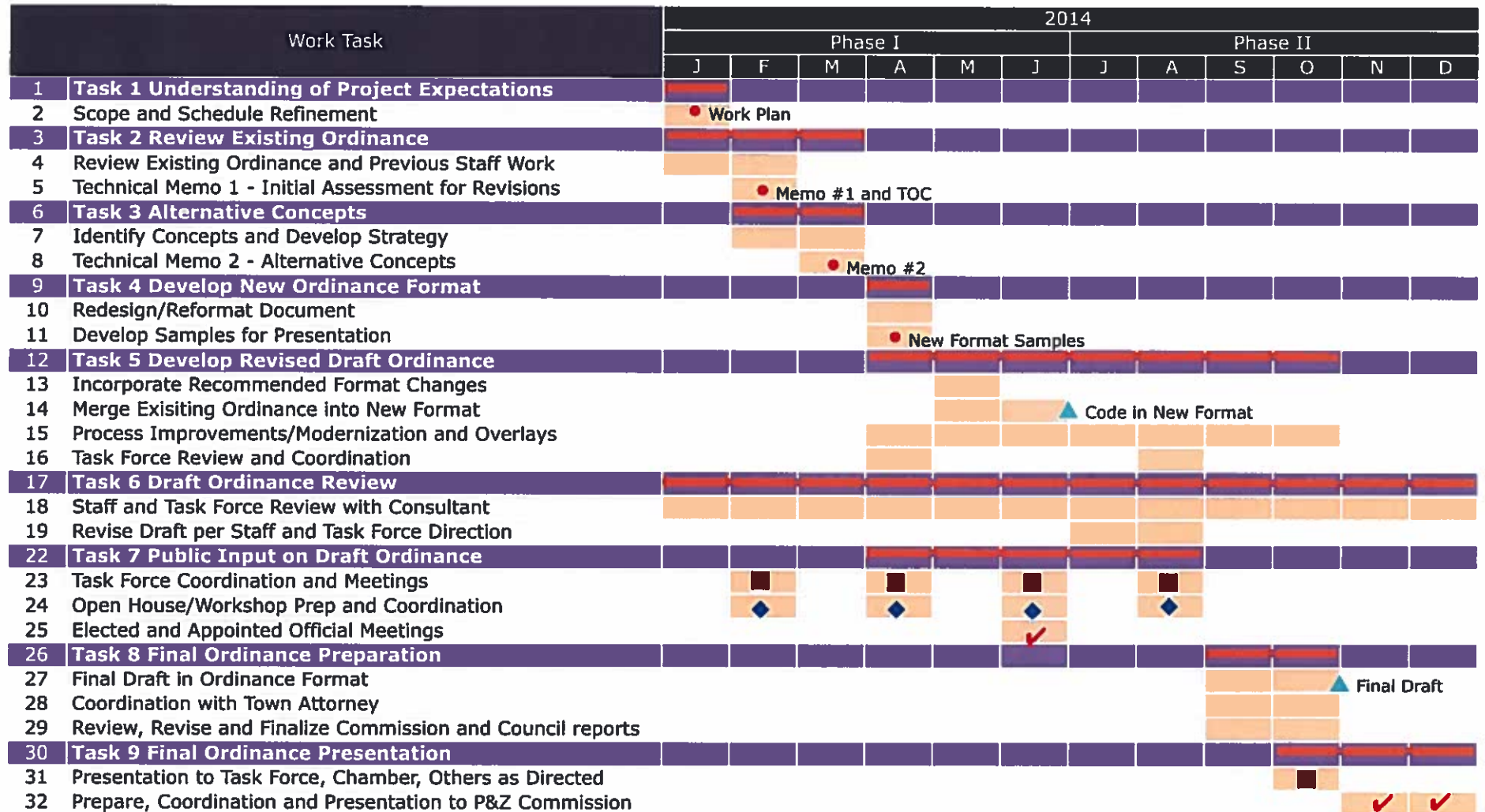


11. Price Information

Task Description	FY 13-14 (Phase 1)	FY 14-15 (Phase 2)	Total
1 Understanding of Project Expectations	\$3,445	0	\$3,445
2 Review Existing Ordinance	\$16,845	0	\$16,845
3 Alternative Concepts	\$16,180	0	\$16,180
4 Develop New Ordinance Format	\$17,300	0	\$17,300
5 Develop Revised Draft Ordinance	\$35,190	\$28,770	\$63,960
6 Draft Ordinance Review	\$3,960	\$17,355	\$21,315
7 Public Input on Draft Ordinance	\$7,063	\$7,062	\$14,125
8 Final Ordinance Preparation	0	\$10,485	\$10,485
9 Final Ordinance Presentation	0	\$12,200	\$12,200
Subtotal	\$99,983	\$75,872	
Total Proposed Budget		\$175,855	

12. Project Time Schedule

This requires a cohesive, experienced and efficient team to complete production in the proposed 12-month schedule. Through the years, the Gammage & Burnham Team has demonstrated a consistent track record of producing high-quality projects in a cost-effective and timely manner. Gammage & Burnham has the staff resources necessary to complete this project on time and within budget. Assuming notice to proceed on January 6, 2014, we will complete the Zoning Ordinance Update by December 17, 2014. Our proposed schedule is shown below.



● Project Deliverable ▲ Project Milestone ■ Stakeholder Meeting ◆ Community Meeting ✓ Public Hearing

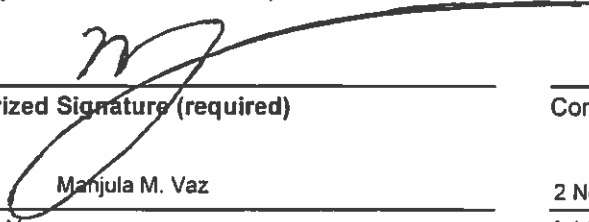
* Number and types of meeting subject to change

APPENDIX

OFFER SHEET

MANDATORY – RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED OFFERS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

To the Town of Queen Creek: By signing below, Offeror certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the Offeror's firm with full power and authority to submit binding offers for the goods or services as specified. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

 _____ Authorized Signature (required)	Gammage & Burnham _____ Company Name
Manjula M. Vaz _____ Printed Name	2 North Central Avenue 15th Floor _____ Address
Member _____ Title	Phoenix, Arizona 85004 _____ City, State, Zip
Not Applicable--Services are not subject to sales tax _____ Arizona Transaction (Sales) Privilege Tax License Number	602-256-0566 _____ Telephone Number
86-0450146 _____ Federal Employer Identification Number	602-256-4475 _____ Fax Number
For clarification of this offer contact: (If different from above) _____ Contact Name	mvaz@gblaw.com _____ Company E-mail Address
_____ E-mail Address	
_____ Telephone Number	

RFP 14-004, Zoning Ordinance
Modernization



Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142
Phone: (480)358-3000

SOLICITATION AMENDMENT NO. 1
ISSUE DATE: October 24, 2013

This amendment is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

This Solicitation is amended as follows:

1. **The addition of Exhibit A – Insurance as attached hereto shall be included as part of the solicitation as prescribed in Section 7 of the Special Terms and Conditions (page 16).**
2. **The Qualifications of Firm section of the Proposal Format and Required Responses (page 22) area shall be renumbered as #8.**
3. **All other terms, conditions and specifications remain the same.**

Candace Vis
Purchasing Associate

Offerors are to acknowledge receipt and acceptance of this amendment by returning signed amendment with solicitation response. This amendment is hereby made part of the referenced solicitation as though fully set forth therein.



SIGNATURE

Manjula M. Vaz, Member
NAME AND TITLE (please print)

Two North Central Avenue, 15th Floor
ADDRESS

November 5, 2013
DATE

Gammage & Burnham P.L.C.
COMPANY NAME

Phoenix Arizona 85004
CITY STATE ZIP

EXHIBIT A: INSURANCE

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

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

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

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

4. **Automobile Liability:** Vendor shall secure, and maintain at his or her own expense, until the completion of the Contract, coverage for any auto, including non-

owned and hired autos, with a combined single limit of \$1,000,000 per occurrence. The Town shall be named as an Additional Insured.

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

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

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

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

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

RFP 14-004, Zoning Ordinance
Modernization



Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142
Phone: (480)358-3000

SOLICITATION AMENDMENT NO. 2
ISSUE DATE: October 30, 2013

This amendment is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

This Solicitation is amended as follows:

1. **Clarifications from the Non-Mandatory Pre-Proposal Meeting held on October 24, 2013:**
 - a. The Zoning Ordinance will be updated as the code is administered. This means that the document the awarded Vendor helps to complete will be transitioned in to the current code as the project continues.
 - b. The new Zoning Ordinance should be created to be an electronic document which may include more chapters than there are currently. It should be much more user friendly than the book written code that appears currently on the website and should include hyperlinks.
 - c. Staff will need to show progress each month to the Town Council.
 - d. Process consideration should be given to the areas of commercial building, Town Center, and Agri-tainment.
 - e. It has not been determined how involved in the residential design review process that the Town Council will be. Some items may need to be discussed at Council's study session meetings.
 - f. Any requested modifications to any of the terms and conditions should be submitted as exclusions and negotiations may occur.
 - g. The number of pages restriction does not include the following pages: cover page, table of contents, letter of transmittal, offer sheet, and resumes of team participants.
2. **Questions and Answers from the Non-Mandatory Pre-Proposal Meeting held on October 24, 2013:**
 - Q. *Does the Task Force exist?*

- A. The Task Force does not exist. It may end up being more like a planning commission, smaller and more focused. Task Force members would probably include Development Services employees and Planning and Zoning. The Task Force will be discussed more with the selected Vendor.
- Q. *Who is responsible for the Zoning maps?*
- A. The maps can be done by the Town, but we would prefer that the selected Vendor address the maps.
- Q. *What type of code will this be?*
- A. This code should include purpose statements for each area. The code should be open, clear, and flexible. Including pictures in the code is a good idea. The information from the code should be accessible by being fast, real time, and electronic. The Town would like to eliminate any ambiguity. We are open to creativity, but not issues with legality. We don't want to throw out our current ordinance; we just want to modernize it.
- Q. *What are the positives and negatives about the current ordinance?*
- A. The negatives are that it is not user friendly, there are things in there that shouldn't be, the structure of the document, and the pictures are not from Arizona. The positive is that you can get the information you need. The updated code should be done in a layered format so that you can drill down depending on how in depth you want to get. It should not be linear, but organized.
- Q. *What does "preserve and perfect existing set of signage regulations" in the Scope of Services mean (Page 18, section i)*
- A. Currently, the Town is very restrictive regarding signage. The updated code should be more prescriptive. We would like to preserve the intent of the restriction, but not leave it alone. An example of something that may need to be updated is the area of "changeable signs".
- Q. *What are the "Alternative Concepts for Consideration" from Task 3 in the Scope of Services?*
- A. These may be industry best practices or updated practices. Our practices may just need to be re-packaged. We'd like to see what other concepts are out there.
- Q. *What should "Develop New Ordinance Format" from Task 4 in the Scope of Services entail?*
- A. Samples of language, possibly from another community; text formats; document formatting; and images.
- Q. *Does the selected Vendor need to attend the monthly Town Council meetings?*
- A. Meeting attendance is flexible. Town staff may need the selected Vendor at specific meetings, but not necessarily all of the meetings. There may not be

monthly adoptions; we just need to show the project progressing with momentum.

Q. *Will the Town Manager be the Project Manager or is there a designee?*

A. The Town Manager will not be the Project Manager for this project. This role has been designated to Brett Burningham, Principal Planner.

Q. *Will "conditional uses" be cut from the updated code?*

A. The Town is not sure about that at this time.

Q. *Which GIS system and version does the Town use?*

A. The Town uses ArcGIS version 10.1.

3. **All other terms, conditions and specifications remain the same.**

Candace Vis
Purchasing Associate

Offerors are to acknowledge receipt and acceptance of this amendment by returning signed amendment with solicitation response. This amendment is hereby made part of the referenced solicitation as though fully set forth therein.



SIGNATURE

Manjula M. Vaz, Member
NAME AND TITLE (please print)

November 5, 2013
DATE

Gammage & Burnham P.L.C.
COMPANY NAME

Two North Central Avenue, 15th Floor
ADDRESS

Phoenix Arizona 85004
CITY STATE ZIP



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 RE-
PLAT OF CHARLESTON ESTATES A REQUEST BY
STANDARD PACIFIC OF ARIZONA, INC.**

DATE: JANUARY 15, 2014

Staff Recommendation:

Staff recommends approval of the Re-Plat of Charleston Estates. A request by Standard Pacific Homes of Arizona, Inc.

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 Re-Plat of Charleston Estates. A request by Standard Pacific Homes of Arizona, Inc.

History:

May 17, 2006

Town Council approved Charleston Estates Subdivision (RZ05-11 & Ordinance 353-06).

September 1, 2010

Town Council approved Charleston Estates Phasing Plan.

June 13, 2011

Planning Commission recommended approval of Charleston Estates Rezone (RZ10-102).

August 17, 2011

Town Council approved Charleston Estates Rezone (RZ10-102 & Ordinance 501-11).

Discussion:

The applicant is requesting approval of a Re-Plat of lots 1-176 & lots 332-375. On August 17, 2011 Town Council approved to amend the existing PAD and remove the R1-12 zoning and replace it with R1-7 zoning to allow an additional 44 lots in the northern phase (Phase 2) of the subdivision. The roadway network was not affected when the 44 lots were added. This Re-Plat is the result of the August 17, 2011 Town Council approval.

The offsite street improvements for 220th Street and Signal Butte Road adjacent to Phase 2 will be constructed simultaneously with the onsite improvements.

Remaining Items required prior to recording of the Final Plat:

None

Fiscal Impact:

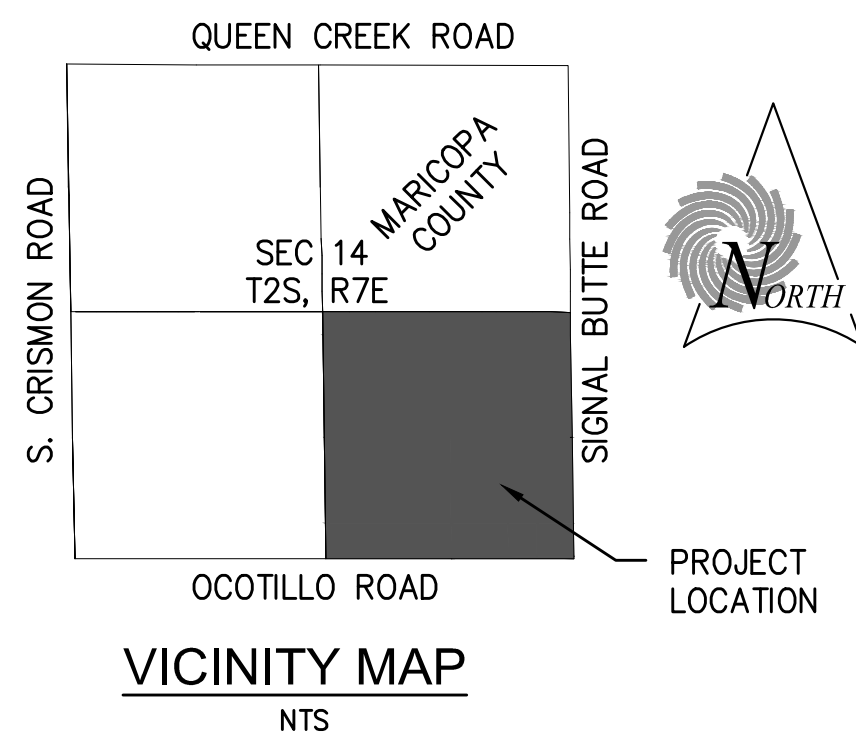
The Town will receive building permit fees for all homes that develop within Phase 2 of the 220 lot subdivision. The Owner (Standard Pacific Homes) will complete onsite and offsite roadway improvements that will require future maintenance costs by the Town.

Alternatives:

Not to accept the Re-Plat of Charleston Estates. If the Town does not accept the Re-Plat, the subdivision will not be developed at this time and the Town will not collect building permit fees.

Attachments:

Final Plat



FINAL PLAT CHARLESTON ESTATES

A RE-PLAT OF CHARLESTON ESTATES, EXCLUDING LOTS 177 THROUGH 331, AS SHOWN IN BOOK 934 PAGE 16

LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 14
TOWNSHIP 2 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA

OWNERS

STANDARD PACIFIC OF ARIZONA, INC.
A DELAWARE CORPORATION,
CHRIS CLONTS

SURVEYOR

SUNRISE ENGINEERING, INC.
2152 S. VINEYARD, SUITE 123
MESA, AZ 85210
PHONE: (480) 768-8600
CONTACT: TONY ELLEY

ENGINEER

SUNRISE ENGINEERING, INC.
2152 S. VINEYARD SUITE 123
MESA, ARIZONA 85210
PHONE: (480) 768-8600
FAX: (480) 768-8609
CONTACT: RICKY HOLSTON

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS: THAT STANDARD PACIFIC OF ARIZONA, INC., A DELAWARE CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF CHARLESTON ESTATES, A RE-PLAT OF CHARLESTON ESTATES, EXCLUDING LOTS 177 THROUGH 331, AS SHOWN IN BOOK 934, PAGE 16, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, HEREBY PUBLISHES THIS FINAL PLAT FOR CHARLESTON ESTATES AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING THE SAME AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME THAT IS GIVEN TO EACH SUCH LOT, TRACT, AND STREET ON SAID PLAT.

EASEMENTS ARE DEDICATED AS SHOWN ON THE PLAT FOR THE PURPOSES SHOWN. THE PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF QUEEN CREEK. THE PUBLIC ROADS AND STREETS AS NOTED ARE HEREBY DEDICATED TO THE TOWN OF QUEEN CREEK. TRACTS B-S ARE NOT TO BE CONSTRUED TO BE DEDICATED FOR THE USE OF THE GENERAL PUBLIC, BUT ARE TO BE DEEDED TO THE CHARLESTON ESTATES HOMEOWNERS ASSOCIATION. TRACTS A-S ARE FURTHER DECLARED TO BE FOR THE PURPOSES OF DRAINAGE, LANDSCAPING AND PEDESTRIAN ACCESS. THE LANDSCAPE AND MAINTENANCE OF TRACTS A-S IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. THE MAINTENANCE OF THE LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY TO THE BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE CHARLESTON ESTATES HOMEOWNERS ASSOCIATION IN THE CASE OF A TRACT OR THE ABUTTING LOT OWNER IN THE CASE OF A LOT.

ALL TRACTS NOT DEDICATED TO THE TOWN OF QUEEN CREEK AND ALL COMMON AREAS SHALL BE IMPROVED IN ACCORDANCE WITH APPROVED PLANS AND DEEDED TO THE CHARLESTON ESTATES HOMEOWNERS ASSOCIATION AFTER PLAT RECORDATION TRACT "A" IS HEREBY GRANTED TO THE PUBLIC FOR DRAINAGE PURPOSES. TRACTS B-S ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF CHARLESTON ESTATES HOMEOWNERS ASSOCIATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

ALL PROPERTY, AMENITIES AND FACILITIES PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION ARE HEREWITH PLATTED AS COMMON PROPERTY WITH AN UNDIVIDED INTEREST OWNED IN COMMON BY EACH LOT OWNER.

IN WITNESS WHEREOF STANDARD PACIFIC OF ARIZONA, INC., A DELAWARE CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVES THIS ____ DAY OF _____, 2013.

BY: _____ ITS: _____

BY: _____ ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS ____ DAY OF _____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, APPEARED _____ AND _____ WHO ACKNOWLEDGED THEMSELVES TO BE A _____ AND _____ OF STANDARD PACIFIC OF ARIZONA INC., A DELAWARE CORPORATION AND THAT THEY EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ DATE _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

GENERAL NOTES

- CONSTRUCTION WITHIN EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES, WOOD, WIRE OR REMOVABLE FENCES & DRIVES UNLESS OTHERWISE APPROVED BY THE TOWN OF QUEEN CREEK.
- NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED, NOR ANY VEGETATION PLANTED OR BE ALLOWED TO GROW, WITHIN DRAINAGE EASEMENTS WHICH WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS.
- THE PROJECT IS NOT WITHIN A SPECIAL FLOOD HAZARD ZONE DEFINED BY FEMA AS ALL AREAS WITHIN 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON MARICOPA COUNTY, ARIZONA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBER 04013C2715F (PANEL NOT PRINTED) PER MAP 04013CINOA EFFECTIVE DATE SEPTEMBER 30, 2005.
- CHARLESTON ESTATES IS SERVED BY THE TOWN OF QUEEN CREEK AND HAS AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 AND A.A.C. R-12-15-701 ET. SEQ.
- THE TOWN OF QUEEN CREEK IS NOT RESPONSIBLE FOR, AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, STREETS, FACILITIES, OR LANDSCAPED AREAS, ETC., WITHIN THE PROJECT.
- A #5 REBAR 18" IN LENGTH WILL BE SET AT EACH LOT AND TRACT CORNER AFTER THE COMPLETION OF CONSTRUCTION.
- 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 THAT MAY BE OF CONCERN TO SOME INDIVIDUALS. THE AIRCRAFT TRAFFIC CONSISTS OF CARGO, COMMERCIAL, CHARTER, CORPORATE, GENERAL AVIATION AND MILITARY AIRCRAFT.
- THE CHARLESTON ESTATES HOMEOWNERS ASSOCIATION SHALL MAINTAIN AND MANAGE ALL COMMON AREAS, WHICH SHALL SPECIFICALLY INCLUDE LANDSCAPE AREAS WITHIN OPEN SPACES, TRACTS, ARTERIAL STREETS AND COLLECTOR RIGHT-OF-WAY CREATED OR DEDICATED SPECIFICALLY FOR THE BENEFIT OF CHARLESTON ESTATES. THE CHARLESTON ESTATES HOMEOWNERS ASSOCIATION WILL ALSO MAINTAIN THE LANDSCAPE STRIP BETWEEN BACK OF CURB AND SIDEWALK WITHIN THE LOCAL STREET RIGHT-OF-WAY.
- LANDSCAPING WITHIN THE MAJOR STREET AND PUBLIC RIGHT-OF-WAY TO THE BACK OF THE CURB SHALL BE MAINTAINED BY THE CHARLESTON ESTATES HOMEOWNERS ASSOCIATION.
- ALL UTILITIES SHALL BE CONSTRUCTED UNDERGROUND.
- THIS SITE IS NEAR AREAS OF CROP DUSTING OPERATIONS. GENERAL AGRICULTURAL OPERATIONS ALSO EXIST IN THE AREA AND THIS SITE MAY BE SUBJECT TO NOISE, DUST AND POSSIBLY ODORS NORMALLY ASSOCIATED WITH AGRICULTURAL OPERATIONS. ADDITIONALLY, THIS SITE IS LOCATED IN AN AREA WHERE THERE ARE AIRCRAFT OPERATIONS ASSOCIATED WITH AGRICULTURE.
- ALL RETENTION BASINS MUST BE MAINTAINED SO AS TO DRAIN WITHIN (36) THIRTY SIX HOURS AFTER A STORM. THE OWNERS OF ANY SUCH BASINS FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
- THE SUBDIVISION IS SUBJECT TO STREET LIGHT IMPROVEMENT ASSESSMENT.
- THIS SITE IS NEAR A UNION PACIFIC RAIL LINE OVER WHICH A MINIMUM OF 10 TRAINS TRAVEL A DAY.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES AND DRIVEWAYS.
- IN EASEMENTS FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF, ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EASEMENT AREA. NO TREES ARE ALLOWED WITHIN THESE AREAS.
- ALL PROPERTY, AMENITIES AND FACILITIES PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION ARE HEREWITH PLATTED AS COMMON PROPERTY WITH AN UNDIVIDED INTEREST OWNED IN COMMON BY EACH LOT OWNER.
- ALL TRACTS THAT WILL NOT BE CONVEYED TO THE TOWN OF QUEEN CREEK AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF QUEEN CREEK AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE HOMEOWNERS ASSOCIATION. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- THE CONSTRUCTION OF TWO-STORY HOMES BACKING UP TO 220TH STREET, OCOTILLO ROAD AND SIGNAL BUTTE ROAD SHALL BE PROHIBITED.
- SALT RIVER PROJECT RESERVES THE RIGHT TO REVIEW ALL ENCRoACHMENTS OR USES WITHIN THE SRP LAND EASEMENT MARICOPA COUNTY RECORDER DOC. 2007-0399399 AND 2007-0399324.

DEED RESTRICTION

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLESTON ESTATES, QUEEN CREEK, AZ ARE RECORDED IN DOCUMENT NUMBER 2011-0702656, MARICOPA COUNTY, AZ.

BASIS OF BEARING AND CONTROL

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89°55'22" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 7 EAST.

ASSURED WATER SUPPLY

THE ARIZONA DEPARTMENT OF WATER RESOURCES HAS GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY, DWR FILE NO. 27-402184.

LEGEND

- SECTION LINE
- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- LOT LINE
- - - - - P.U.E. - PUBLIC UTILITIES EASEMENT
- - - - - P.U.F.E. - PUBLIC UTILITIES FACILITIES EASEMENT
- - - - - BUILDING ENVELOPE / SETBACK
- SECTION MONUMENT FOUND AS NOTED
- BRASS CAP TO BE SET
- 5/8" REBAR W/ CAP #43994 TO BE SET
- △ SIGHT VISIBILITY EASEMENT - 33' X 33'
- △ SIGHT VISIBILITY EASEMENT - 21' X 21'
- VNAE VEHICULAR NON-ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PUFE PUBLIC UTILITY FACILITIES EASEMENT
- //// NOT A PART OF THIS RE-PLAT

LAND USE TABLE	
NUMBER OF LOTS	220
NUMBER OF TRACTS	17
TOTAL GROSS AREA	75.12 AC
TOTAL NET AREA	71.83 AC
TOTAL TRACT AREA	5.71 AC
ZONING	RC

ASSURANCE STATEMENT UNIT ONE

ASSURANCE IN THE FORM OF A SUBDIVISION BOND, ISSUED FROM _____, IN THE AMOUNT OF \$ _____ HAS BEEN DEPOSITED WITH THE TOWN ENGINEER TO GUARANTEE CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

ASSURANCE STATEMENT FOR OFFSITE IMPROVEMENTS:

ASSURANCE IN THE FORM OF A SUBDIVISION BOND, ISSUED FROM _____, IN THE AMOUNT OF \$ _____ HAS BEEN DEPOSITED WITH THE TOWN ENGINEER TO GUARANTEE CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

SURVEYORS CERTIFICATION

I, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF 12 SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF OCTOBER 2006; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS, CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AFTER SITE GRADING AS SHOWN AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

TONY ELLEY RLS 43994 DATE _____

APPROVALS

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

TOWN PLANNING MANAGER _____ DATE _____

TOWN ENGINEER _____ DATE _____

BY: MAYOR _____ DATE _____

ATTEST: TOWN CLERK _____ DATE _____

RATIFICATION AND APPROVAL OF PLAT

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS: THAT CHARLESTON ESTATES HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION WITH RESPECT TO CERTAIN REAL PROPERTY WHICH HAS BEEN PLATTED, HEREBY RATIFIES, AFFIRMS AND APPROVES THE PLAT FOR CHARLESTON ESTATES AND EVERY DEDICATION SET FORTH HERON.

IN WITNESS WHEREOF: THE UNDERSIGNED HAS CAUSED THE CORPORATE NAME OF CHARLESTON ESTATES HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION TO BE AFFIXED AND ATTESTED TO BY THE SIGNATURE OF THE UNDERSIGNED BEING THEREUNDER DULY AUTHORIZED THIS ____ DAY OF _____, 2013.

CHARLESTON ESTATES HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____
GEORGE GILTNER, PRESIDENT

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ DATE _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

REV. NO.	COMMENT	DATE

SUNRISE ENGINEERING

2152 SOUTH VINEYARD, SUITE 123
MESA, ARIZONA 85210
TEL 480.768.8600 · FAX 480.768.8609
www.sunrise-eng.com

STANDARD PACIFIC OF ARIZONA, INC
CHARLESTON ESTATES
RE-PLAT
COVER SHEET

SEI NO.	DESIGNED	DRAWN	CHECKED	SHEET NO.	
02081	CFM	SLF	TE/AL	1 of 12	COV

P:\Standard Pacific\036550 CE Reapproval\dwg\RE-Plat\CE-FP-COV.dwg Dec. 03. 2013 10:05am christina

LEGAL DESCRIPTION

(THE LEGAL DESCRIPTIONS IS FOR ALL OF CHARLESTON ESTATES, LOTS 1 THROUGH 375 AND TRACTS A THROUGH PP)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 05-1069038, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 405.00 FEET OF THE WEST 300.00 FEET OF THE EAST 715.00 FEET, EXCEPT THE SOUTH 55.00 FEET.

(CONTAINING 6,824,219 SQ. FT. OR 156.663 ACRES MORE OR LESS)

SAID PROPERTY MAY ALSO BE DESCRIBED AS;

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MARICOPA COUNTY BRASS CAP IN HANDHOLE, MARKING THE SOUTHEAST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 55 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2636.87 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 14, MARKED BY A 2 INCH ALUMINUM CAP FLUSH;

THENCE NORTH 00 DEGREES 42 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2630.12 FEET TO THE CENTER OF SECTION OF SAID SECTION 14, MARKED BY A 5/8 INCH REBAR;

THENCE SOUTH 89 DEGREES 56 MINUTES 10 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2639.19 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14, MARKED BY A 2 INCH ALUMINUM CAP;

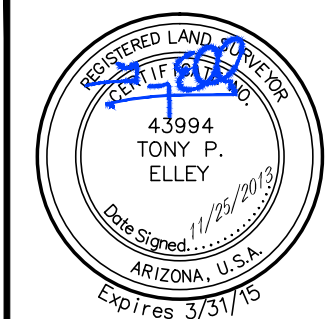
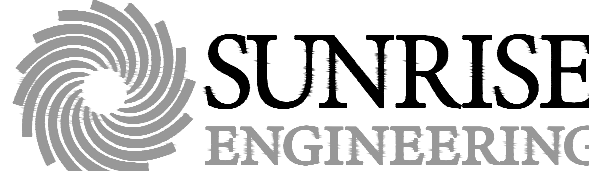
THENCE SOUTH 00 DEGREES 39 MINUTES 42 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2623.59 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 14, BEING THE SAID POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 05-1069038, DESCRIBED AS FOLLOWS:

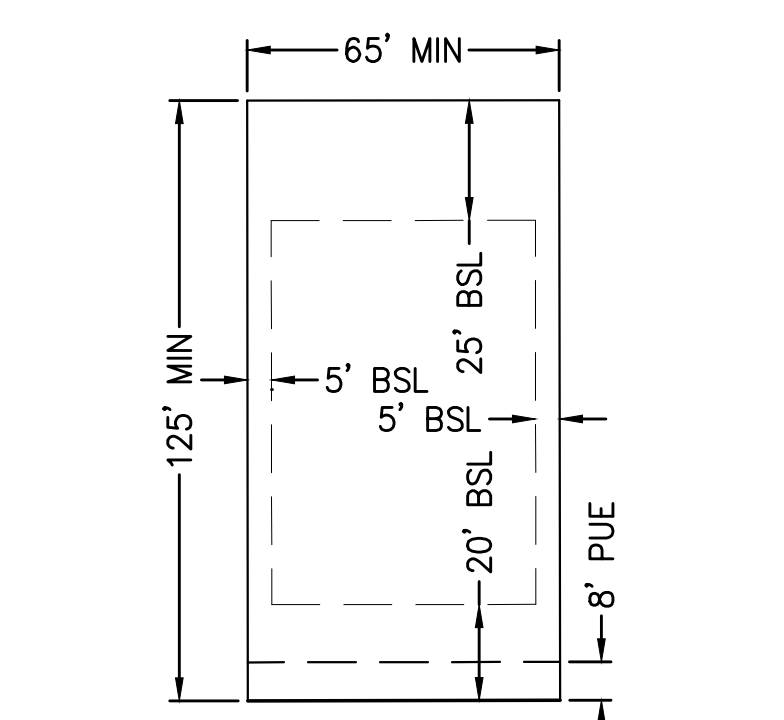
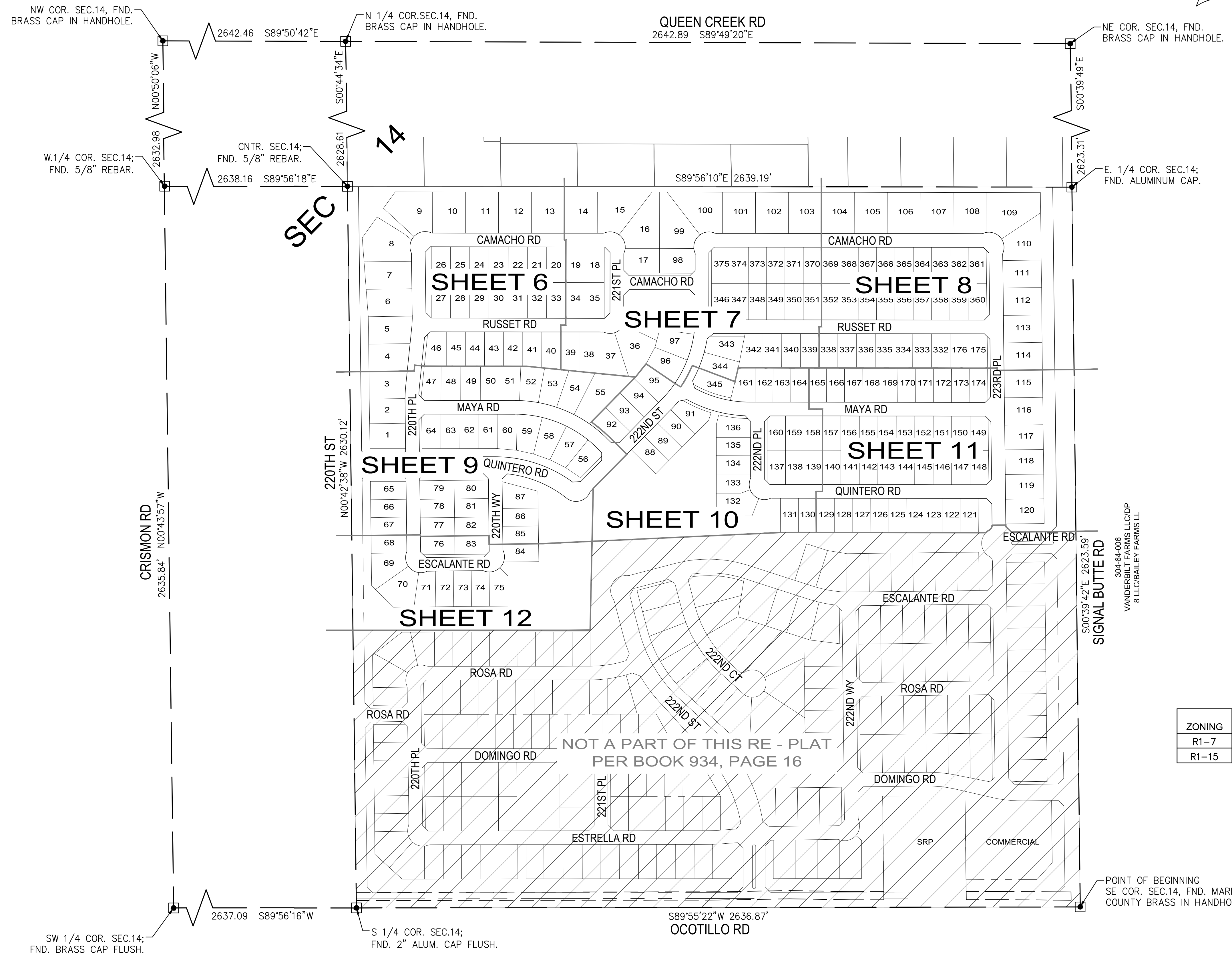
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 405.00 FEET OF THE WEST 300.00 FEET OF THE EAST 715.00 FEET, EXCEPT THE SOUTH 55.00 FEET.

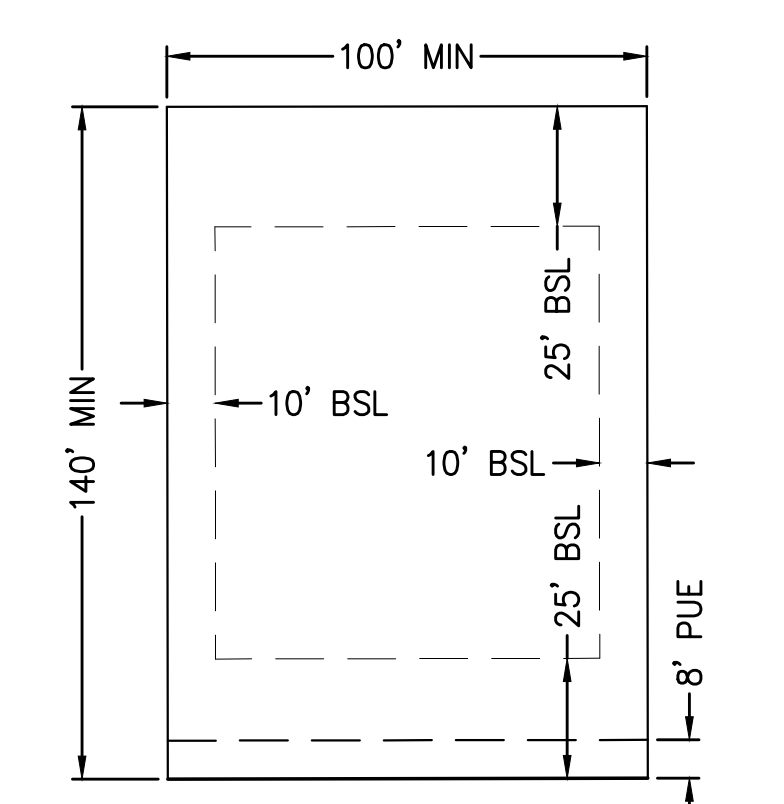
(CONTAINING 6,824,219 SQ. FT. OR 156.663 ACRES MORE OR LESS)

REV. NO.	COMMENT	DATE
		
 SUNRISE ENGINEERING		
2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 · FAX 480.768.8609 www.sunrise-eng.com		
STANDARD PACIFIC OF ARIZONA, INC		
CHARLESTON ESTATES RE-PLAT LEGAL DESCRIPTION		
SEI NO. 02081	DESIGNED CFM	DRAWN SLF
CHECKED TE/AL	SHEET NO. 2 of 12	LEG

P:\Standard Pacific\03650 CE Reapproval\dwg\RE-Plat\CE-PP-LEC.dwg Dec 03, 2013 10:05am cchristian



TYPICAL BUILDING SETBACK
R1-7 ZONING
N.T.S.



TYPICAL BUILDING SETBACK
R1-15 ZONING
N.T.S.

ZONING	FRONT	REAR	SIDE	MINIMUM LOT SQUARE FOOTAGE	LOT DIMENSION	ALLOWABLE LOT COVERAGE
R1-7	20'	25'	5'	8,125	125'X65' MIN.	40%
R1-15	25'	25'	10'	14,000	140'X100' MIN.	40%

NOT A PART OF THIS RE - PLAT
PER BOOK 934, PAGE 16

POINT OF BEGINNING
SE COR. SEC.14, FND. MARICOPA
COUNTY BRASS IN HANDHOLE.

SECTION 14 - T2S - R7E G&SRM
SHEET INDEX
NTS

REV. NO.	COMMENT	DATE

43994
TONY P.
ELLEY
ARIZONA, U.S.A.
Exp/Res 3/31/15

**SUNRISE
ENGINEERING**

2152 SOUTH VINEYARD, SUITE 123
MESA, ARIZONA 85210
TEL 480.768.8600 • FAX 480.768.8609
www.sunrise-eng.com

STANDARD PACIFIC OF ARIZONA, INC
CHARLESTON ESTATES
RE-PLAT
INDEX SHEET

REV. NO.	DESIGNED	DRAWN	CHECKED	SHEET NO.	IND
02081	CFM	SLF	TE/AL	3 of 12	IND

P:\Standard Pacific\03650 CE Reapproval\dwg\RE-Plat\CE-FP-IND.dwg Dec 03, 2013 10:05am cchristian

LOT TABLE			
LOT	AREA (SF)	AREA (AC)	ZONING
1	11,814.32	0.27	R1-7
2	11,700.28	0.27	R1-7
3	13,400.40	0.31	R1-7
4	14,517.18	0.33	R1-15
5	15,629.82	0.36	R1-15
6	16,324.00	0.38	R1-15
7	16,972.05	0.39	R1-15
8	21,668.62	0.50	R1-15
9	21,150.36	0.49	R1-15
10	18,029.99	0.41	R1-15
11	18,003.95	0.41	R1-15
12	18,004.07	0.41	R1-15
13	18,004.19	0.41	R1-15
14	18,004.31	0.41	R1-15
15	21,096.65	0.48	R1-15
16	20,085.55	0.46	R1-7
17	11,596.50	0.27	R1-7
18	9,100.00	0.21	R1-7
19	9,100.00	0.21	R1-7
20	9,100.00	0.21	R1-7
21	9,100.00	0.21	R1-7
22	9,100.00	0.21	R1-7
23	9,100.00	0.21	R1-7
24	9,100.00	0.21	R1-7
25	9,100.00	0.21	R1-7
26	9,100.00	0.21	R1-7
27	9,099.79	0.21	R1-7
28	9,100.00	0.21	R1-7
29	9,100.00	0.21	R1-7
30	9,100.00	0.21	R1-7
31	9,100.00	0.21	R1-7
32	9,100.00	0.21	R1-7
33	9,100.00	0.21	R1-7
34	9,100.00	0.21	R1-7
35	9,100.00	0.21	R1-7
36	16,722.05	0.38	R1-7
37	12,499.80	0.29	R1-7
38	10,269.08	0.24	R1-7
39	9,790.96	0.23	R1-7
40	9,312.84	0.21	R1-7
41	8,844.79	0.20	R1-7
42	8,693.75	0.20	R1-7
43	8,693.75	0.20	R1-7
44	8,693.75	0.20	R1-7
45	8,693.75	0.20	R1-7
46	9,183.15	0.21	R1-7
47	8,347.35	0.19	R1-7
48	8,962.50	0.21	R1-7
49	8,962.50	0.21	R1-7
50	8,962.50	0.21	R1-7

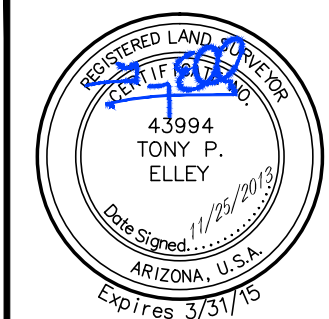
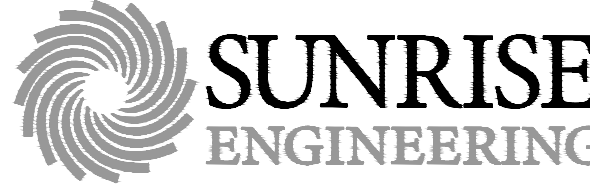
LOT TABLE			
LOT	AREA (SF)	AREA (AC)	ZONING
51	9,146.61	0.21	R1-7
52	9,861.59	0.23	R1-7
53	10,508.59	0.24	R1-7
54	12,366.65	0.28	R1-7
55	19,260.32	0.44	R1-7
56	8,862.32	0.20	R1-7
57	10,573.71	0.24	R1-7
58	10,802.94	0.25	R1-7
59	10,499.90	0.24	R1-7
60	8,892.96	0.20	R1-7
61	8,624.14	0.20	R1-7
62	8,623.75	0.20	R1-7
63	8,623.75	0.20	R1-7
64	8,637.80	0.20	R1-7
65	8,588.57	0.20	R1-7
66	8,474.41	0.20	R1-7
67	8,474.46	0.20	R1-7
68	8,467.82	0.19	R1-7
69	12,289.25	0.28	R1-7
70	14,596.08	0.34	R1-7
71	9,015.74	0.21	R1-7
72	8,474.93	0.20	R1-7
73	8,474.93	0.20	R1-7
74	8,402.87	0.19	R1-7
75	8,701.12	0.20	R1-7
76	8,372.79	0.19	R1-7
77	8,437.51	0.19	R1-7
78	8,437.59	0.19	R1-7
79	8,437.61	0.19	R1-7
80	8,437.50	0.19	R1-7
81	8,437.50	0.19	R1-7
82	8,437.50	0.19	R1-7
83	8,402.16	0.19	R1-7
84	8,297.44	0.19	R1-7
85	8,450.00	0.19	R1-7
86	8,450.00	0.19	R1-7
87	10,369.86	0.24	R1-7
88	8,521.25	0.20	R1-7
89	8,521.25	0.20	R1-7
90	8,521.25	0.20	R1-7
91	9,096.36	0.21	R1-7
92	8,529.12	0.20	R1-7
93	9,242.50	0.21	R1-7
94	9,242.50	0.21	R1-7
95	10,223.25	0.24	R1-7
96	10,506.55	0.24	R1-7
97	10,467.24	0.24	R1-7
98	11,596.50	0.27	R1-7
99	20,084.44	0.46	R1-7
100	21,528.37	0.49	R1-15

LOT TABLE			
LOT	AREA (SF)	AREA (AC)	ZONING
101	17,999.49	0.41	R1-15
102	17,999.05	0.41	R1-15
103	17,998.62	0.41	R1-15
104	17,998.18	0.41	R1-15
105	17,997.74	0.41	R1-15
106	17,997.31	0.41	R1-15
107	17,996.87	0.41	R1-15
108	17,966.98	0.41	R1-15
109	25,790.29	0.59	R1-15
110	17,594.08	0.40	R1-15
111	14,000.00	0.32	R1-15
112	14,000.00	0.32	R1-15
113	14,000.00	0.32	R1-15
114	14,000.00	0.32	R1-15
115	14,000.00	0.32	R1-15
116	14,000.00	0.32	R1-15
117	12,600.00	0.29	R1-7
118	12,600.00	0.29	R1-7
119	12,600.00	0.29	R1-7
120	12,600.00	0.29	R1-7
121	8,279.96	0.19	R1-7
122	8,181.25	0.19	R1-7
123	8,181.25	0.19	R1-7
124	8,181.25	0.19	R1-7
125	8,181.25	0.19	R1-7
126	8,181.25	0.19	R1-7
127	8,181.25	0.19	R1-7
128	8,181.25	0.19	R1-7
129	8,181.25	0.19	R1-7
130	8,181.25	0.19	R1-7
131	8,187.50	0.19	R1-7
132	12,030.29	0.28	R1-7
133	8,362.21	0.19	R1-7
134	8,363.75	0.19	R1-7
135	8,363.75	0.19	R1-7
136	8,947.47	0.21	R1-7
137	8,350.49	0.19	R1-7
138	8,400.49	0.19	R1-7
139	8,400.49	0.19	R1-7
140	8,400.49	0.19	R1-7
141	8,400.49	0.19	R1-7
142	8,400.49	0.19	R1-7
143	8,400.49	0.19	R1-7
144	8,400.49	0.19	R1-7
145	8,400.49	0.19	R1-7
146	8,400.49	0.19	R1-7
147	8,400.49	0.19	R1-7
148	8,449.21	0.19	R1-7
149	8,251.79	0.19	R1-7
150	8,400.49	0.19	R1-7

LOT TABLE			
LOT	AREA (SF)	AREA (AC)	ZONING
151	8,400.49	0.19	R1-7
152	8,400.49	0.19	R1-7
153	8,400.49	0.19	R1-7
154	8,400.49	0.19	R1-7
155	8,400.49	0.19	R1-7
156	8,400.49	0.19	R1-7
157	8,400.49	0.19	R1-7
158	8,400.49	0.19	R1-7
159	8,400.49	0.19	R1-7
160	8,350.49	0.19	R1-7
161	9,418.17	0.22	R1-7
162	8,125.00	0.19	R1-7
163	8,125.00	0.19	R1-7
164	8,125.00	0.19	R1-7
165	8,125.00	0.19	R1-7
166	8,125.00	0.19	R1-7
167	8,125.00	0.19	R1-7
168	8,125.00	0.19	R1-7
169	8,125.00	0.19	R1-7
170	8,125.00	0.19	R1-7
171	8,125.00	0.19	R1-7
172	8,125.00	0.19	R1-7
173	8,125.00	0.19	R1-7
174	8,371.14	0.19	R1-7
175	8,370.71	0.19	R1-7
176	8,523.75	0.20	R1-7
332	8,523.75	0.20	R1-7
333	8,523.75	0.20	R1-7
334	8,523.75	0.20	R1-7
335	8,523.75	0.20	R1-7
336	8,523.75	0.20	R1-7
337	8,523.75	0.20	R1-7
338	8,523.75	0.20	R1-7
339	8,523.75	0.20	R1-7
340	8,523.75	0.20	R1-7
341	8,523.75	0.20	R1-7
342	9,685.14	0.22	R1-7
343	10,192.85	0.23	R1-7
344	9,118.97	0.21	R1-7
345	9,671.95	0.22	R1-7
346	8,798.35	0.20	R1-7
347	8,848.35	0.20	R1-7
348	8,848.35	0.20	R1-7
349	8,848.35	0.20	R1-7
350	8,848.35	0.20	R1-7
351	8,848.35	0.20	R1-7
352	8,848.35	0.20	R1-7
353	8,848.35	0.20	R1-7
354	8,848.35	0.20	R1-7
355	8,848.35	0.20	R1-7

LOT TABLE			
LOT	AREA (SF)	AREA (AC)	ZONING
356	8,848.35	0.20	R1-7
357	8,848.35	0.20	R1-7
358	8,848.35	0.20	R1-7
359	8,848.35	0.20	R1-7
360	8,905.84	0.20	R1-7
361	8,684.02	0.20	R1-7
362	8,848.35	0.20	R1-7
363	8,848.35	0.20	R1-7
364	8,848.35	0.20	R1-7
365	8,848.35	0.20	R1-7
366	8,848.35	0.20	R1-7
367	8,848.35	0.20	R1-7
368	8,848.35	0.20	R1-7
369	8,848.35	0.20	R1-7
370	8,848.35	0.20	R1-7
371	8,848.35	0.20	R1-7
372	8,848.35	0.20	R1-7
373	8,848.35	0.20	R1-7
374	8,848.35	0.20	R1-7
375	8,798.35	0.20	R1-7

TRACT TABLE			
TRACT	AREA (SF)	AREA (AC)	USES
A	150,782	3.46	OPEN SPACE, DRAINAGE, RETENTION
B	5,086	0.12	OPEN SPACE
C	5,086	0.12	OPEN SPACE
D	2,300	0.05	OPEN SPACE
E	39,949	0.92	OPEN SPACE
F	2,350	0.05	OPEN SPACE
G	2,350	0.05	OPEN SPACE
H	2,193	0.05	OPEN SPACE
J	1,104	0.03	OPEN SPACE
K	1,205	0.03	OPEN SPACE
L	1,421	0.03	OPEN SPACE
M	2,200	0.05	OPEN SPACE
N	19,796	0.45	OPEN SPACE
P	2,200	0.05	OPEN SPACE
Q	2,200	0.05	OPEN SPACE
R	6,180	0.14	OPEN SPACE
S	2,200	0.05	OPEN SPACE

REV. NO.	COMMENT	DATE
		
		
2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 · FAX 480.768.8609 www.sunrise-eng.com		
STANDARD PACIFIC OF ARIZONA, INC CHARLESTON ESTATES RE-PLAT LOT/TRACT TABLES		
DESIGNED CFM	DRAWN SLF	CHECKED TE/AL
SHEET NO. 02081	SHEET NO. 4 of 12	GN1

P:\Standard Pacific\05650 CE Reapproval\dwg\RE-Plat\CE-PP-GN.dwg Dec 03, 2013 10:05am cchristian

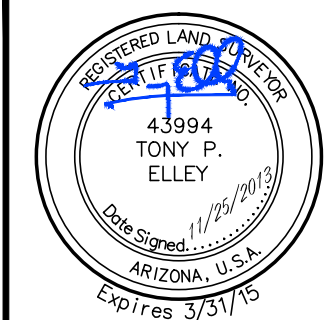

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	C* BEARING	C* LENGTH
C1	475.00'	9.23'	1°06'47"	N0°09'10"W	9.23'
C2	475.00'	45.12'	5°26'33"	N3°07'20"E	45.10'
C3	425.00'	45.25'	6°06'02"	N2°47'40"E	45.23'
C4	425.00'	3.37'	0°27'18"	N0°29'00"W	3.37'
C5	55.00'	46.83'	48°46'55"	N2°38'30"E	45.43'
C6	20.00'	7.34'	21°02'22"	N11°13'50"W	7.30'
C7	20.00'	7.34'	21°02'22"	S79°25'00"E	7.30'
C8	55.00'	65.51'	68°14'44"	N76°58'50"E	61.71'
C9	55.00'	54.95'	57°14'38"	S82°21'10"E	52.69'
C10	20.00'	7.34'	21°02'22"	N79°32'40"E	7.30'
C11	55.00'	56.65'	59°00'41"	S24°13'30"E	54.18'
C12	20.00'	7.34'	21°02'22"	S10°35'00"W	7.30'
C13	55.00'	15.19'	15°49'25"	S13°11'30"W	15.14'
C14	55.00'	37.30'	38°51'24"	N88°19'30"W	36.59'
C16	20.00'	7.34'	21°02'22"	N79°25'00"W	7.30'
C25	475.00'	16.25'	1°57'35"	N88°57'20"W	16.25'
C26	475.00'	68.80'	8°17'57"	S83°49'30"E	68.74'
C27	475.00'	68.80'	8°17'57"	S75°31'40"E	68.74'
C28	475.00'	68.80'	8°17'57"	S67°13'40"E	68.74'
C29	475.00'	65.51'	7°54'06"	N59°07'40"W	65.45'
C33	450.00'	15.63'	1°59'25"	N4°51'00"E	15.63'
C34	425.00'	42.97'	5°47'34"	N48°19'20"W	42.95'
C35	425.00'	93.51'	12°36'23"	N57°31'20"W	93.32'
C36	425.00'	93.64'	12°37'26"	N70°08'10"W	93.45'
C37	425.00'	92.48'	12°28'02"	N82°41'00"W	92.30'
C38	425.00'	7.56'	1°01'11"	N89°25'30"W	7.56'
C39	20.00'	7.34'	21°02'22"	N9°48'30"E	7.30'
C40	55.00'	2.19'	2°17'10"	N19°11'10"E	2.19'
C41	55.00'	51.11'	53°14'47"	S8°34'50"E	49.29'
C42	55.00'	45.10'	46°58'50"	S58°41'40"E	43.85'
C43	55.00'	28.28'	29°27'27"	S83°05'10"W	27.97'
C44	20.00'	7.34'	21°02'22"	S78°52'40"W	7.30'
C45	20.00'	3.62'	10°21'43"	N85°25'20"W	3.61'
C46	55.00'	18.99'	19°47'08"	S79°27'20"E	18.90'
C47	55.00'	43.21'	45°00'40"	S68°08'50"W	42.11'
C48	450.00'	35.85'	4°33'54"	N1°34'20"E	35.84'
C49	450.00'	51.49'	6°33'20"	N2°34'00"E	51.46'
C50	475.00'	49.73'	5°59'53"	N12°22'00"E	49.70'
C51	55.00'	40.06'	41°43'42"	S0°53'10"E	39.18'
C52	20.00'	7.34'	21°02'22"	S11°13'50"E	7.30'
C53	485.00'	113.30'	13°23'07"	N66°19'50"W	113.05'
C54	475.00'	39.76'	4°47'45"	S42°10'40"W	39.75'
C55	485.00'	80.83'	9°32'54"	S50°12'00"E	80.73'
C56	425.00'	76.43'	10°18'12"	N39°25'20"E	76.32'
C57	425.00'	96.85'	13°03'23"	N27°44'40"E	96.64'
C58	425.00'	96.75'	13°02'37"	N14°41'30"E	96.54'
C59	55.00'	15.15'	15°46'59"	N13°05'10"W	15.10'
C60	20.00'	7.34'	21°02'22"	N10°27'30"W	7.30'
C61	55.00'	56.67'	59°01'53"	N24°19'20"E	54.19'
C62	20.00'	7.34'	21°02'22"	S79°25'10"E	7.30'

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	C* BEARING	C* LENGTH
C63	55.00'	54.97'	57°15'52"	N82°28'10"E	52.71'
C64	55.00'	9.72'	10°07'36"	N74°05'10"E	9.71'
C65	20.00'	7.34'	21°02'22"	N79°32'30"E	7.30'
C66	55.00'	64.43'	67°06'56"	S67°17'30"E	60.81'
C67	475.00'	60.40'	7°17'09"	N19°00'40"E	60.36'
C68	20.00'	7.34'	21°02'22"	S9°51'30"W	7.30'
C69	55.00'	51.94'	54°06'47"	S6°40'40"E	50.04'
C70	475.00'	51.88'	6°15'29"	N25°46'50"E	51.85'
C71	55.00'	46.15'	48°04'48"	S44°31'40"E	44.81'
C72	55.00'	39.92'	41°35'18"	S0°18'30"W	39.05'
C73	55.00'	127.53'	132°51'15"	N44°40'40"E	100.82'
C74	55.00'	126.79'	132°04'44"	N44°56'10"W	100.52'
C75	55.00'	126.79'	132°04'44"	N45°03'50"E	100.52'
C76	475.00'	369.00'	44°30'37"	S67°40'50"E	359.80'
C77	425.00'	330.16'	44°30'37"	S67°40'50"E	321.92'
C78	475.00'	54.35'	6°33'20"	S2°34'00"W	54.32'
C79	425.00'	48.63'	6°33'20"	S2°34'00"W	48.60'
C80	55.00'	126.68'	131°58'15"	S45°39'20"E	100.48'
C81	55.00'	126.89'	132°11'11"	N44°20'40"E	100.56'
C82	20.00'	7.34'	21°02'22"	N10°34'50"E	7.30'
C83	55.00'	100.70'	104°54'24"	N75°59'20"E	87.21'
C84	485.00'	107.65'	12°43'03"	N82°47'50"W	107.43'
C85	450.00'	79.67'	10°08'36"	N39°30'10"E	79.56'
C86	425.00'	70.91'	9°33'36"	S85°09'30"E	70.83'
C87	450.00'	237.89'	30°17'21"	N19°17'10"E	235.13'
C88	450.00'	32.04'	4°04'48"	N2°06'10"E	32.04'
C89	451.28'	349.55'	44°22'48"	N22°19'10"E	340.87'
C90	425.00'	330.18'	44°30'45"	S22°19'10"W	321.94'
C91	475.00'	162.01'	19°32'30"	N19°08'20"E	161.22'
C92	55.00'	126.79'	132°04'44"	S45°03'40"W	100.52'
C93	55.00'	126.09'	131°21'18"	N45°18'00"W	100.24'
C94	55.00'	126.79'	132°04'44"	S44°56'20"E	100.52'
C95	450.00'	268.91'	34°14'17"	S72°49'10"E	264.92'
C102	415.00'	145.65'	20°06'30"	S70°25'00"E	144.90'
C104	55.00'	15.19'	15°49'36"	N34°56'40"E	15.14'
C105	425.00'	60.15'	8°06'32"	N4°07'00"E	60.10'
C108	20.00'	7.34'	21°02'22"	S10°27'20"E	7.30'
C109	425.00'	26.82'	3°36'56"	S4°02'10"W	26.81'
C110	475.00'	80.84'	9°45'05"	S50°18'00"E	80.74'
C111	425.00'	138.67'	18°41'40"	S71°01'50"E	138.05'
C112	480.00'	302.05'	36°03'15"	S71°54'30"E	297.09'
C113	55.00'	24.63'	25°39'41"	S32°48'30"W	24.43'
C114	420.00'	235.89'	32°10'46"	N67°38'50"W	232.80'
C117	20.00'	7.34'	21°02'22"	S34°03'20"W	7.30'
C118	475.00'	222.79'	26°52'26"	N74°29'00"W	220.76'
C119	55.00'	40.71'	42°24'37"	N89°46'20"W	39.79'
C120	20.00'	7.34'	21°02'22"	S79°32'30"W	7.30'
C121	55.00'	44.98'	46°51'27"	N48°49'10"E	43.74'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N0°42'38"W	10.00'
L2	N50°36'11"W	34.42'
L3	S89°56'08"E	19.76'
L4	S44°56'08"E	14.14'
L5	S44°56'08"E	14.14'
L6	N89°56'08"W	1.10'
L7	N89°56'08"W	2.86'
L8	S45°19'23"E	0.93'
L9	S89°56'08"E	1.10'
L10	N89°56'08"W	12.75'
L11	S47°57'17"W	14.76'
L12	S47°57'17"W	14.91'
L13	S44°31'48"E	11.88'
L14	N39°22'54"E	6.75'
L15	S89°56'08"E	14.27'
L16	N89°34'29"E	14.14'
L17	N89°34'29"E	14.14'
L18	N44°34'29"E	15.55'
L19	N0°25'31"W	14.14'
L20	N0°25'31"W	14.14'
L21	S44°40'37"W	14.04'
L22	S44°40'37"W	14.05'
L23	S89°23'09"E	9.79'
L24	N0°42'38"W	10.00'
L25	S0°42'38"E	8.01'
L26	S0°42'36"E	18.64'
L27	N44°26'55"W	41.98'
L28	S45°39'24"E	14.16'
L29	S45°39'24"E	14.16'
L30	N44°20'37"E	14.13'
L31	N44°20'37"E	14.13'
L32	N0°42'36"W	4.63'
L33	S0°42'36"E	9.94'
L34	S45°19'23"E	27.55'
L35	N45°19'23"W	28.47'
L36	S45°25'31"E	34.55'
L37	S45°25'31"E	24.55'
L39	S89°34'29"W	28.28'
L40	S0°25'31"E	28.28'
L41	S79°21'57"W	14.82'
L42	S79°21'57"W	15.46'
L43	N79°21'57"E	30.28'
L44	S15°07'24"E	13.92'
L45	S15°07'24"E	14.26'
L46	N15°07'24"W	28.18'
L47	N47°57'17"E	29.67'
L48	S44°31'48"E	16.20'
L49	N44°31'48"W	28.08'
L50	N45°39'24"W	28.31'
L51	S44°20'37"W	28.26'

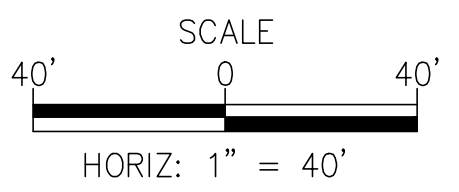
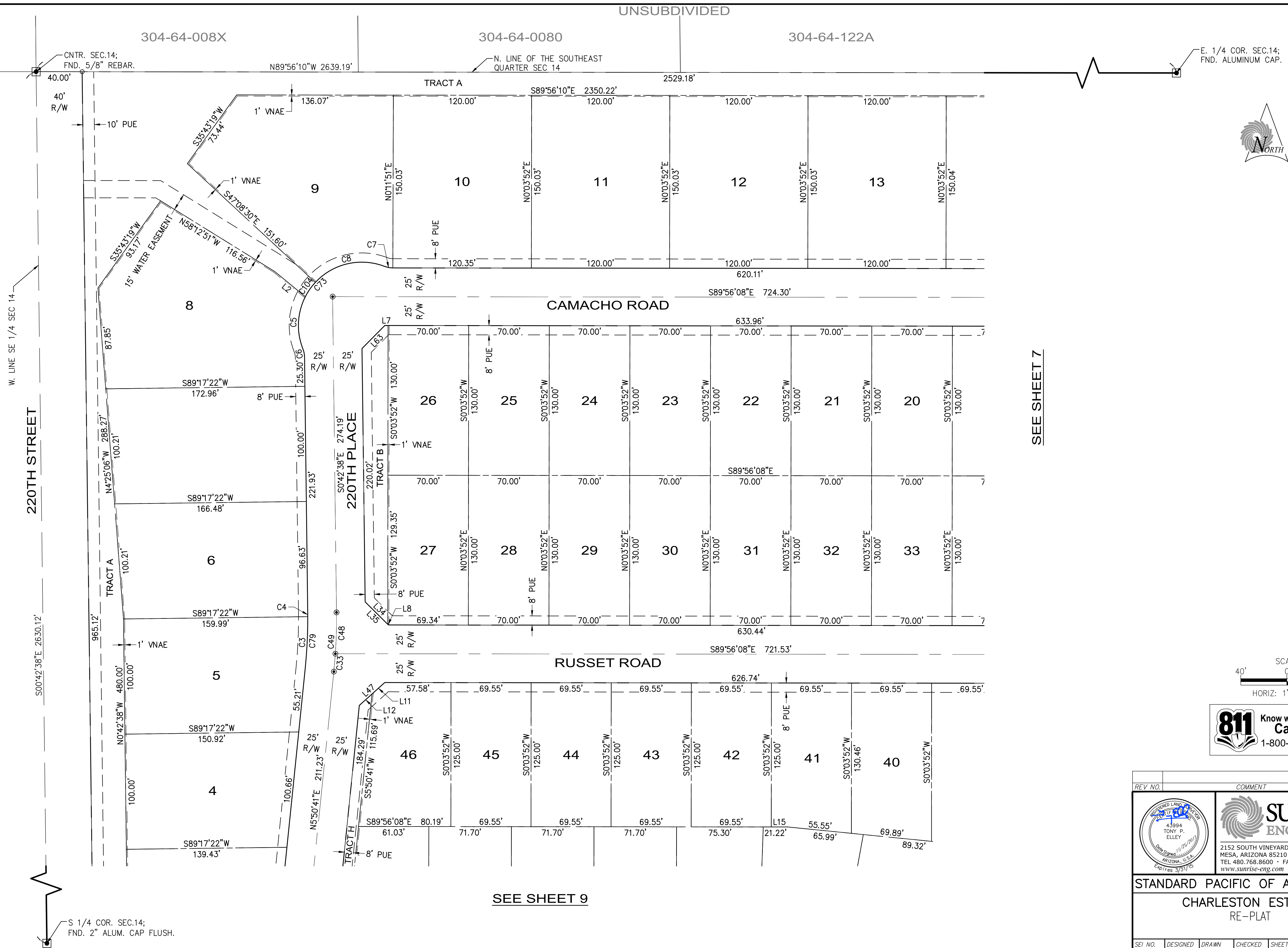
LINE TABLE		
NO.	BEARING	LENGTH
L52	N44°40'37"E	28.09'
L53	S45°19'23"E	28.47'
L54	S45°19'23"E	28.47'
L55	S44°40'37"W	28.09'
L56	N45°19'23"W	28.47'
L57	S44°40'37"W	28.09'
L58	N45°19'22"W	28.47'
L59	S47°05'28"W	26.87'
L60	N85°56'30"E	30.02'
L61	N45°03'52"E	28.28'
L62	N44°56'08"W	28.28'
L63	S44°40'37"W	28.09'
L64	S45°03'52"W	28.28'
L65	N44°56'12"W	28.28'
L66	N45°03'48"E	14.14'
L67	N45°03'48"E	14.14'
L68	S45°03'48"W	28.28'
L69	N44°56'08"W	28.28'
L70	S45°03'44"W	14.14'
L71	S45°03'44"W	14.14'
L72	N45°03'44"E	28.28'
L73	S89°56'16"E	22.66'
L74	N45°17'59"W	14.23'
L75	N45°17'59"W	14.23'
L76	S45°17'59"E	28.46'
L77	S44°56'16"E	14.14'
L78	S44°56'16"E	14.14'
L79	N44°56'16"W	28.28'
L80	N44°42'01"E	14.05'
L81	N44°42'01"E	14.05'
L82	S44°42'01"W	28.11'
L83	S49°06'51"W	14.95'
L84	S49°06'51"W	15.26'
L85	N49°06'51"E	30.21'
L86	S0°39'42"E	21.57'
L87	N45°17'59"W	14.23'
L88	N45°17'59"W	14.23'
L89	S45°17'59"E	28.46'
L90	N11°21'20"E	21.90'
L91	N44°42'01"E	14.05'
L92	N44°42'01"E	14.05'
L93	S44°42'01"W	28.11'
L94	N45°17'59"W	14.23'
L95	N45°17'59"W	14.23'
L96	S45°17'59"E	28.46'
L97	N44°31'50"W	14.39'
L98	N44°31'50"W	14.09'
L99	S44°31'50"E	28.48'
L100	N17°39'53"E	27.85'
L101	S13°51'01"W	35.71'

LINE TABLE		
NO.	BEARING	LENGTH
L102	S69°30'48"W	36.28'
L103	S45°03'44"W	14.14'
L104	S45°03'44"W	14.14'
L105	N45°03'44"E	28.28'
L106	S44°56'16"E	14.14'
L109	N44°56'16"W	14.14'
L110	N44°56'16"W	28.28'
L111	N44°42'01"E	14.05'
L112	N44°42'01"E	14.05'
L113	S44°42'01"W	28.11'
L114	N45°17'59"W	28.46'
L115	S45°39'33"E	28.29'
L116	N0°39'42"W	10.00'
L117	S11°21'20"W	127.47'
L118	S11°21'20"W	127.47'
L119	S11°21'20"W	127.47'
L120	S11°21'20"W	127.47'
L121	S11°21'20"W	127.47'
L122	S11°21'20"W	127.47'
L123	S11°21'20"W	10.20'

REV. NO.	COMMENT	DATE
		
		
2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 · FAX 480.768.8609 www.sunrise-eng.com		
STANDARD PACIFIC OF ARIZONA, INC CHARLESTON ESTATES RE-PLAT LINE/CURVE TABLES		
SEI NO. 02081	DESIGNED CFM	DRAWN SLF
CHECKED TE/AL	SHEET NO. 5 of 12	GN2

P:\Standard Pacific\050550 CE Reapproval\dwg\RE-Plat\CE-FP-GN2.dwg Dec. 03, 2013 10:05am cchristian

CRISMON HEIGHTS
BOOK 730, PAGE 27, M.C.R.



811 Know what's below.
Call before you dig.
1-800-782-5348

REV. NO.	COMMENT	DATE

43994
TONY P. ELLEY
Professional Engineer
ARIZONA, U.S.A.
Exp/Res 3/31/15

**SUNRISE
ENGINEERING**

2152 SOUTH VINEYARD, SUITE 123
MESA, ARIZONA 85210
TEL 480.768.8600 · FAX 480.768.8609
www.sunrise-eng.com

STANDARD PACIFIC OF ARIZONA, INC
CHARLESTON ESTATES
RE-PLAT

REV. NO.	DESIGNED	DRAWN	CHECKED	SHEET NO.	
02081	CFM	SLF	TE/AL	6 of 12	FP01

P:\Standard Pacific\036550 CE Reapproval\dwg\RE-Plat\CE-FP01.dwg Dec 03, 2013 10:06am cchristian

UNSUBDIVIDED

304-64-124A

304-64-125A

304-64-121A

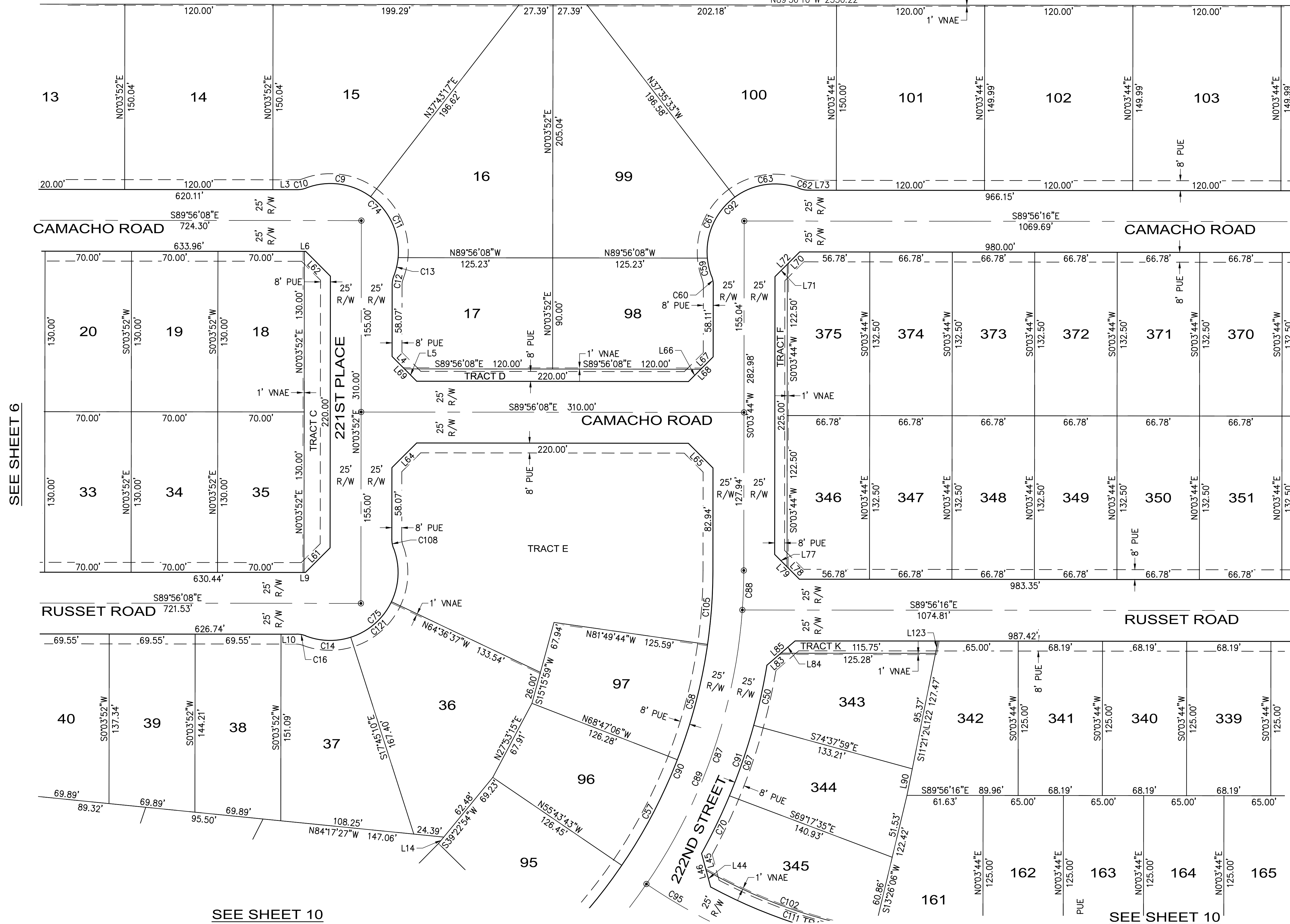
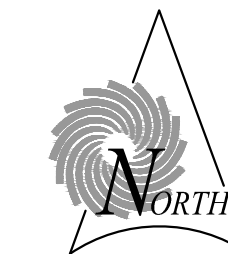
TRACT A

N89°56'10"W 2350.22'

CNTR. SEC.14;
FND. 5/8" REBAR.

N. LINE OF SE QUARTER SEC. 14

E. 1/4 COR. SEC.14;
FND. ALUMINUM CAP.

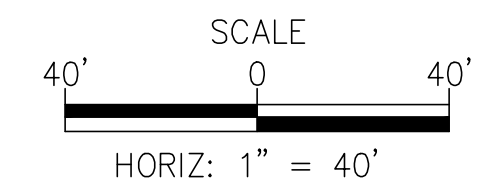


SEE SHEET 6

SEE SHEET 8

SEE SHEET 10

SEE SHEET 10



811 Know what's below.
Call before you dig.
1-800-782-5348

REV. NO.	COMMENT	DATE
02081	CFM	TE/AL

	<p>SUNRISE ENGINEERING</p> <p>2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 · FAX 480.768.8609 www.sunrise-eng.com</p>

DESIGNED	DRAWN	CHECKED	SHEET NO.	FP02
02081	CFM	TE/AL	7 of 12	

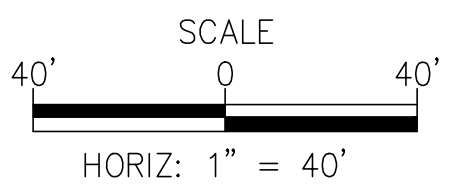
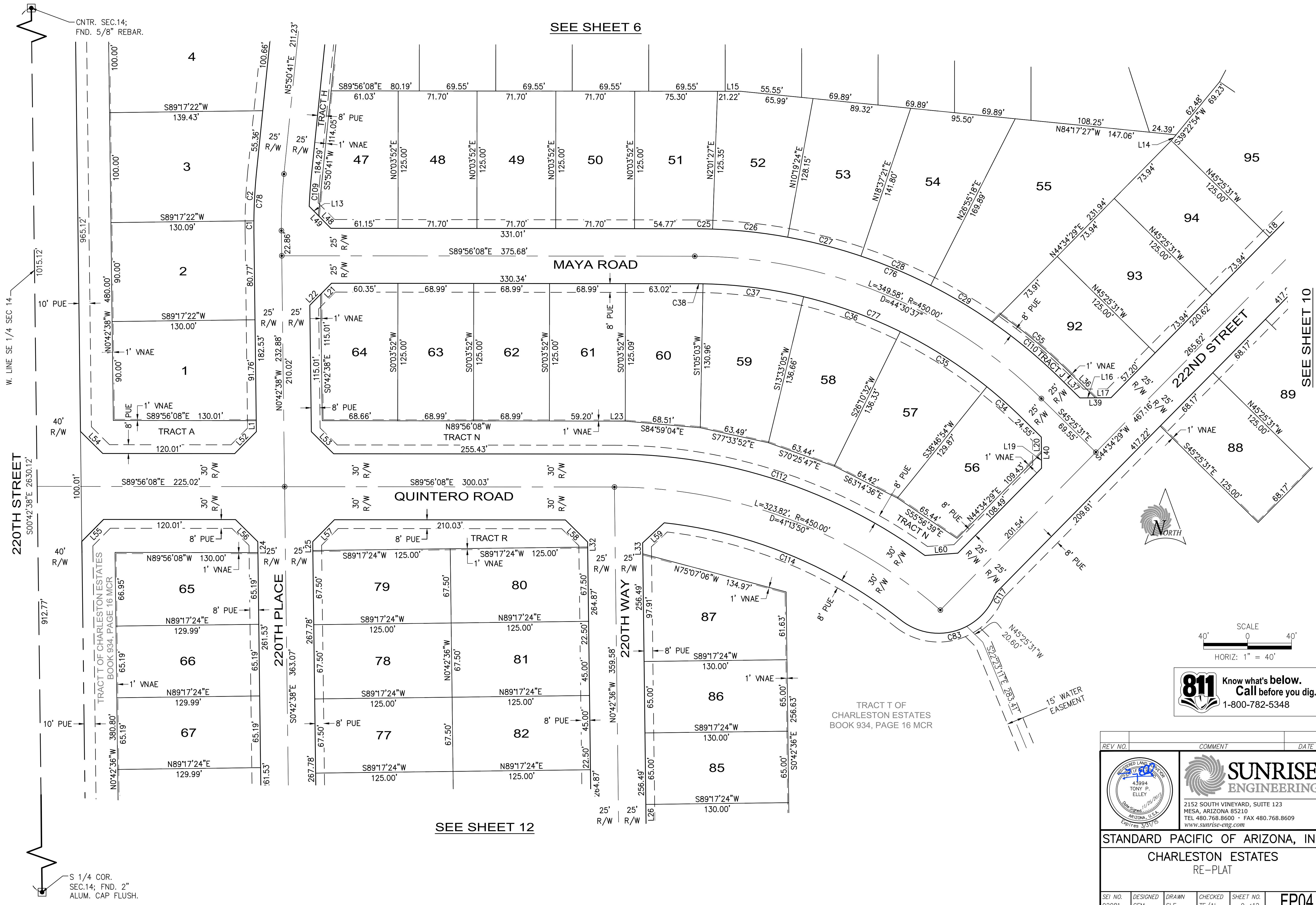
P:\Standard Pacific\036550 CE Reapproval\dwg\RE-Plat\CE-FP02.dwg Dec 03, 2013 10:06am christian

"CRISMON HEIGHTS"
BOOK 730, PAGE 27, M.C.R.

SEE SHEET 6

SEE SHEET 10

SEE SHEET 12



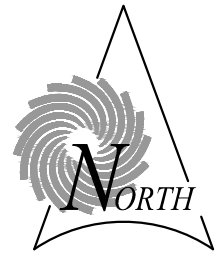
811 Know what's below.
Call before you dig.
1-800-782-5348

REV. NO.	COMMENT	DATE

	SUNRISE ENGINEERING 2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 · FAX 480.768.8609 www.sunrise-eng.com				
STANDARD PACIFIC OF ARIZONA, INC CHARLESTON ESTATES RE-PLAT					
SEI NO. 02081	DESIGNED CFM	DRAWN SLF	CHECKED TE/AL	SHEET NO. 9 of 12	FP04

P:\Standard Pacific\036550 CE Reapproval\dwg\RE-Plat\CE-FP04.dwg Dec 03, 2013 10:06am christina

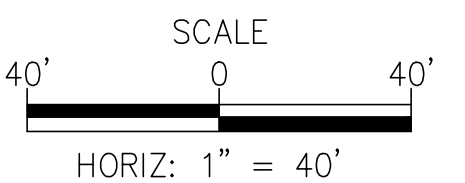
SEE SHEET 7



SEE SHEET 9

SEE SHEET 11

TRACT T OF CHARLESTON ESTATES
BOOK 934, PAGE 16 MCR



811 Know what's below.
Call before you dig.
1-800-782-5348

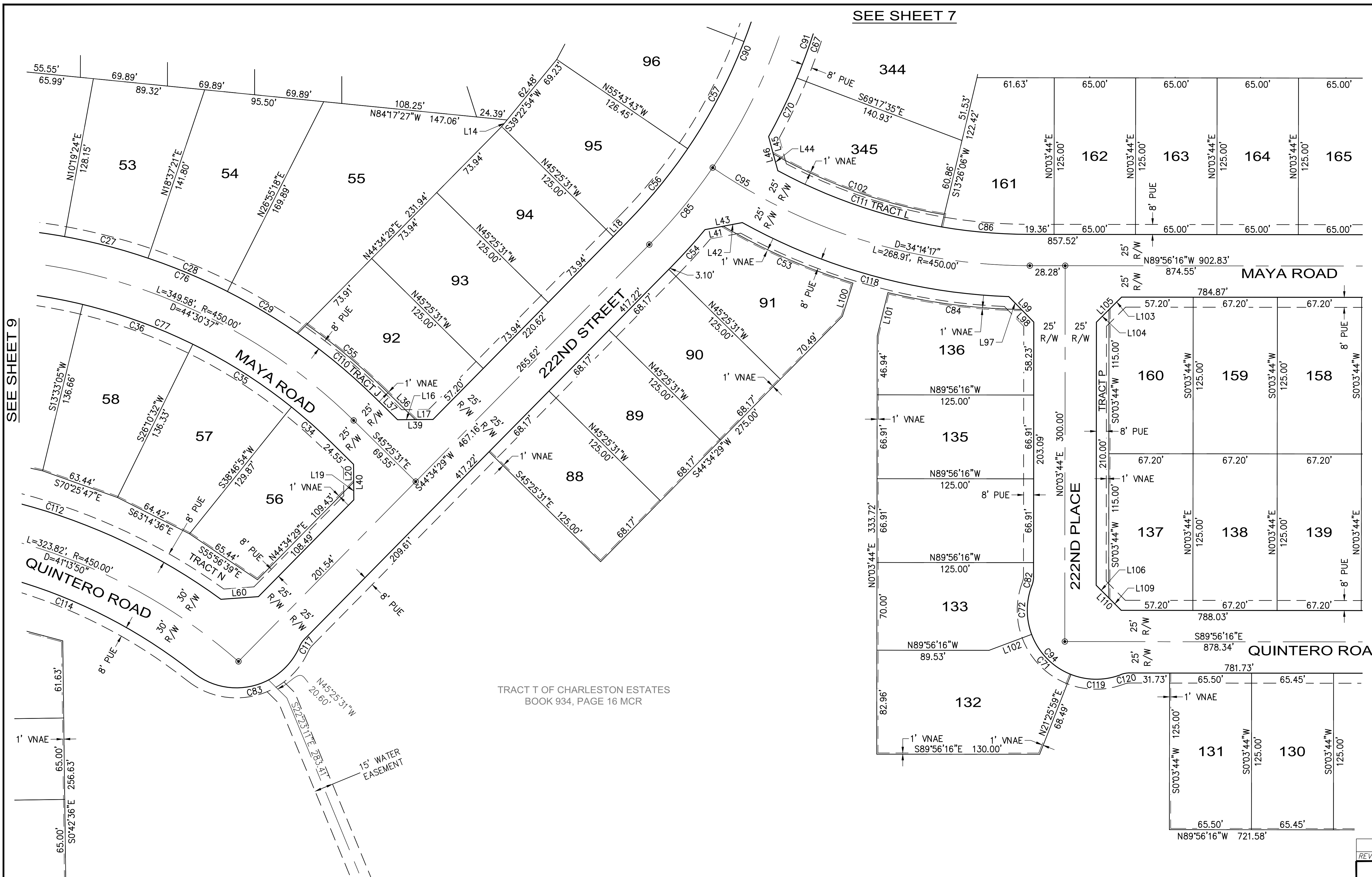
REV. NO.	COMMENT	DATE

43994
TONY P. ELLEY
ARIZONA, U.S.A.
Expires 3/31/15

**SUNRISE
ENGINEERING**

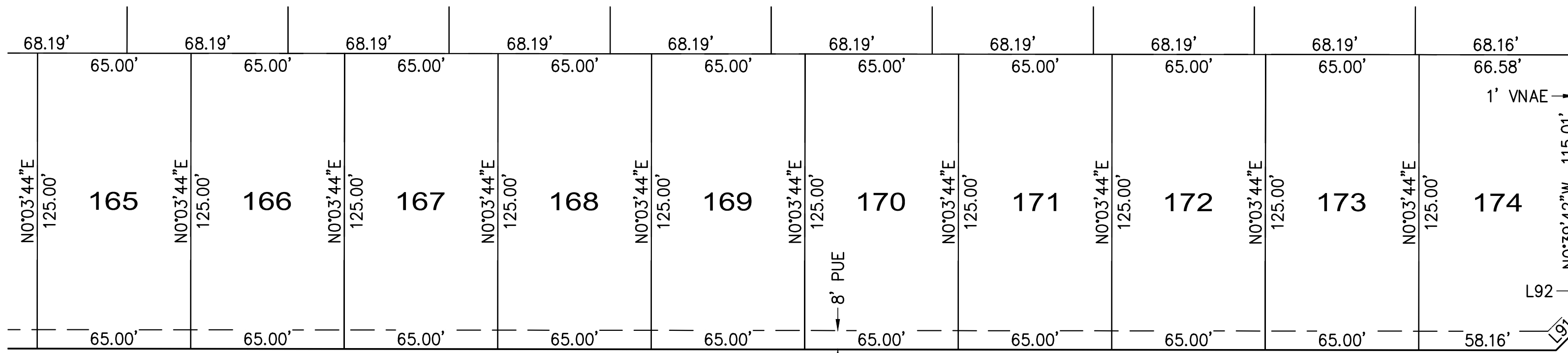
2152 SOUTH VINEYARD, SUITE 123
MESA, ARIZONA 85210
TEL 480.768.8600 · FAX 480.768.8609
www.sunrise-eng.com

SEI NO. 02081	DESIGNED CFM	DRAWN SLF	CHECKED TE/AL	SHEET NO. 10 of 12	FP05
------------------	-----------------	--------------	------------------	-----------------------	-------------

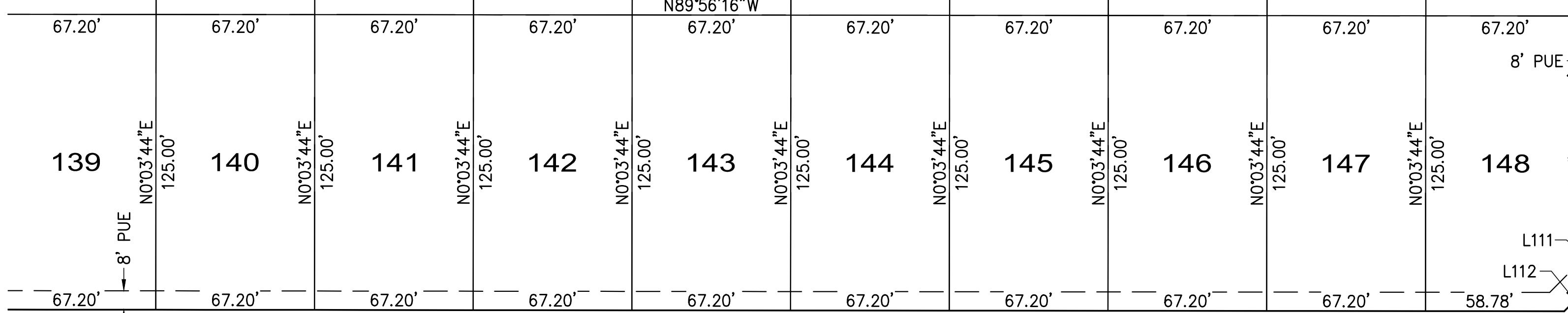
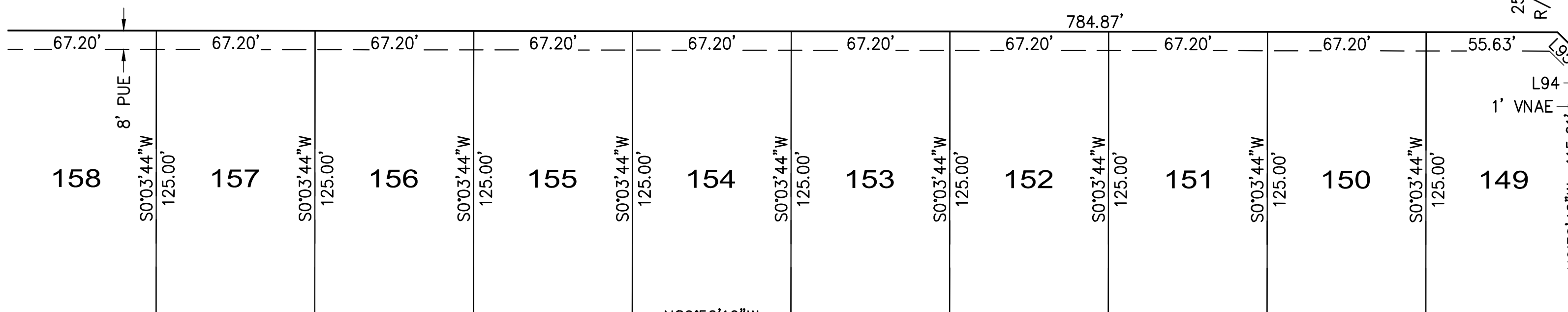


P:\Standard Pacific\03650 CE Reapproval\dwg\RE-Plat\CE-FP05.dwg Dec 03, 2013 10:07am christina

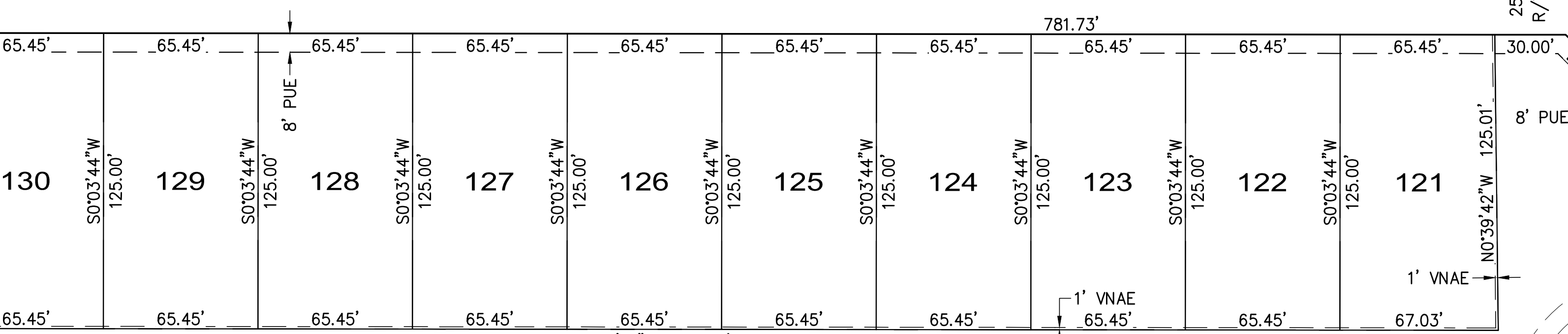
SEE SHEET 8



MAYA ROAD
N89°56'16"W 902.83'
874.55'



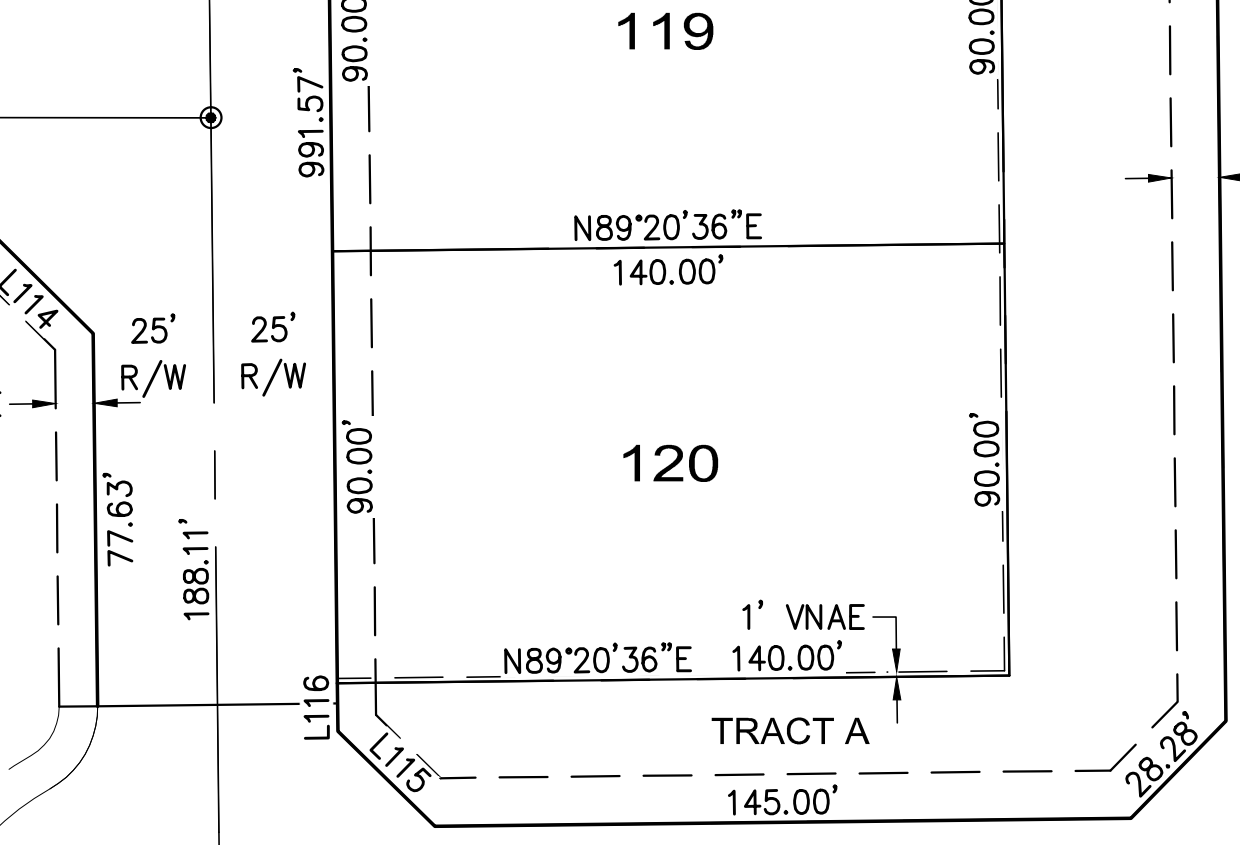
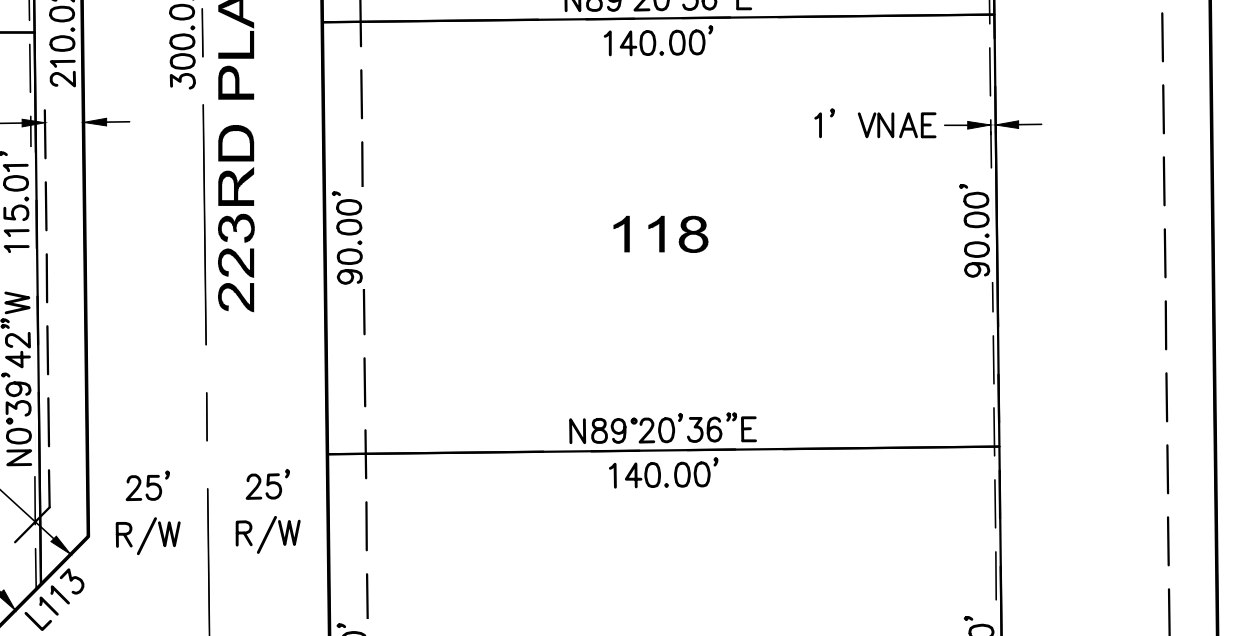
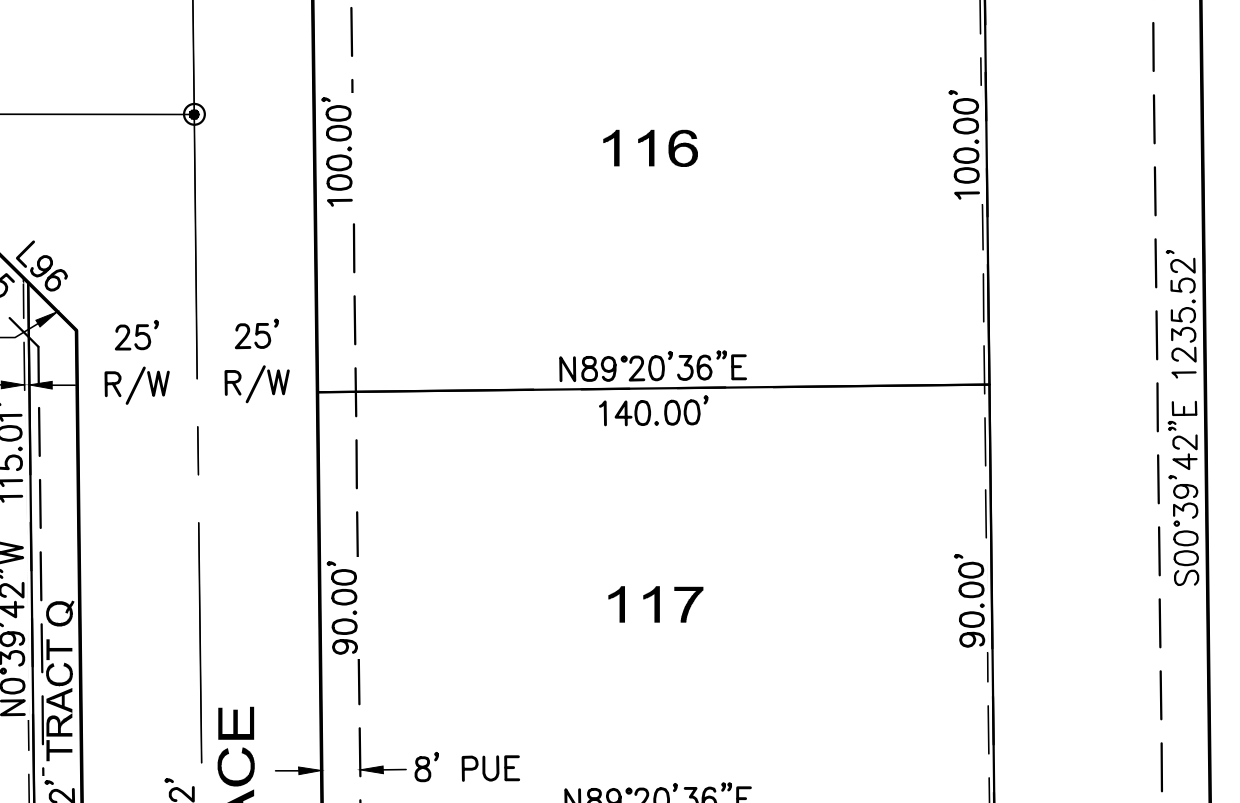
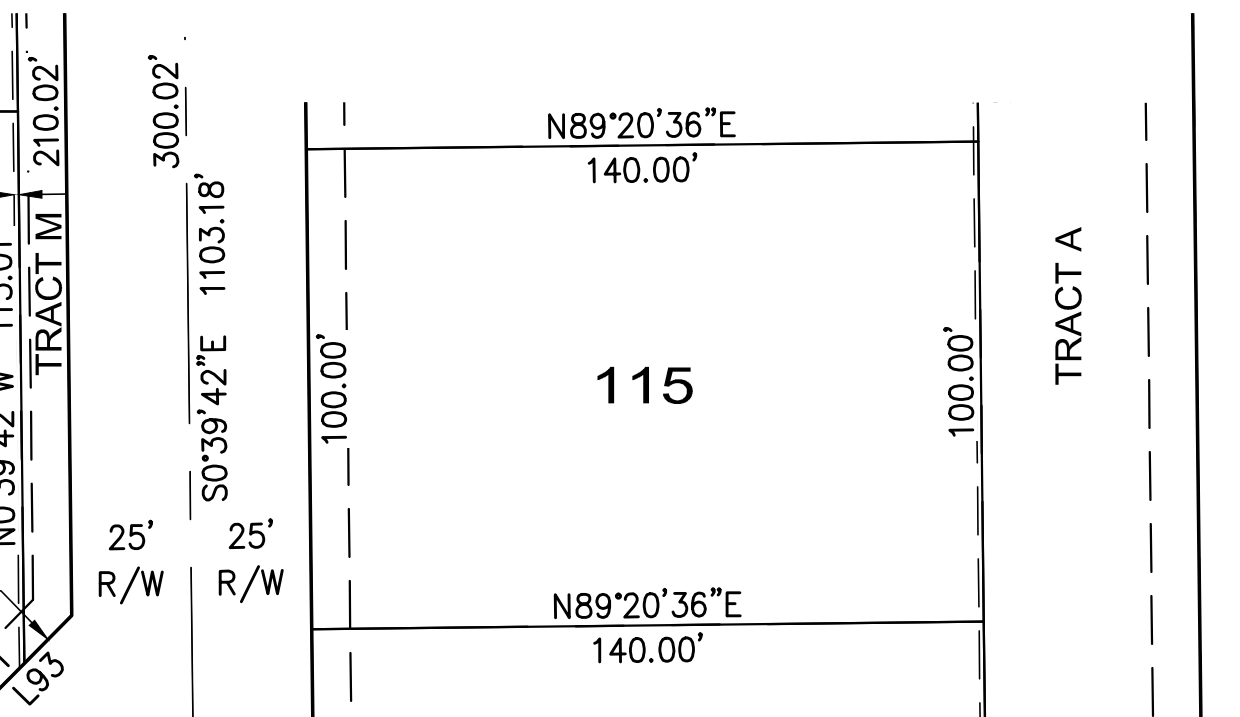
QUINTERO ROAD
S89°56'16"E 878.34'



TRACT T OF CHARLESTON ESTATES
BOOK 934, PAGE 16 MCR

NOT A PART OF THIS RE - PLAT

CHARLESTON ESTATES
BOOK 934, PAGE 16 MCR



TRACT V OF CHARLESTON ESTATES
BOOK 934, PAGE 16 MCR

TRACT DD OF CHARLESTON ESTATES
BOOK 934, PAGE 16 MCR

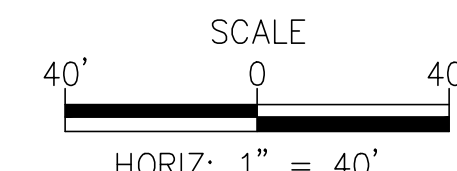
ESCALANTE ROAD

SIGNAL BUTTE ROAD

E. 1/4 COR. SEC.14;
FND. ALUMINUM CAP.

E. LINE OF THE SE QUARTER SEC 14

304-64-006
VANDERBILT FARMS
LLC/DP 8 LLC/BAILEY
FARMS LL



811 Know what's below.
Call before you dig.
1-800-782-5348

REV. NO.	COMMENT	DATE

SUNRISE ENGINEERING

2152 SOUTH VINEYARD, SUITE 123
MESA, ARIZONA 85210
TEL 480.768.8600 · FAX 480.768.8609
www.sunrise-eng.com

STANDARD PACIFIC OF ARIZONA, INC
CHARLESTON ESTATES
RE-PLAT

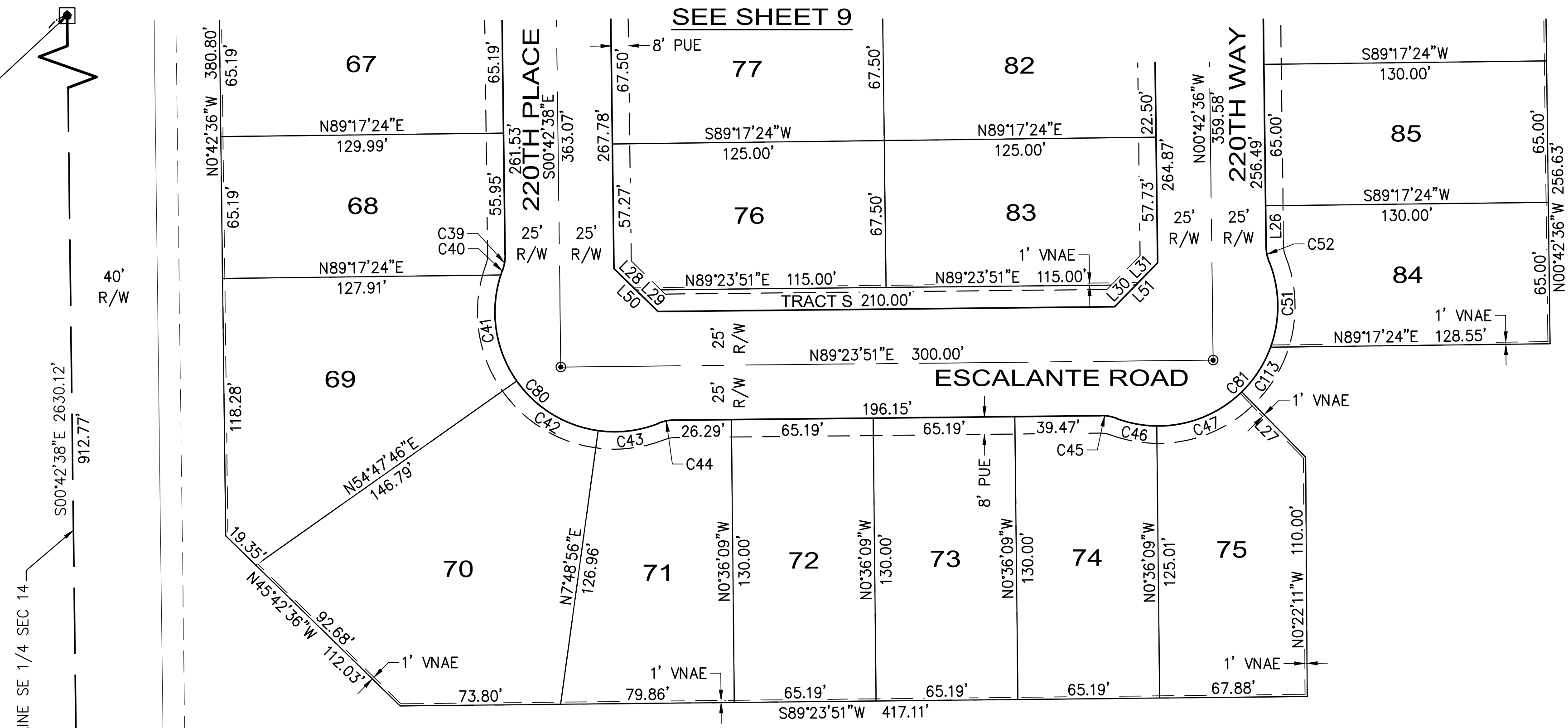
SEI NO.	DESIGNED	DRAWN	CHECKED	SHEET NO.	FP06
02081	CFM	SLF	TE/AL	11 of 12	

SEE SHEET 10

P:\Standard Pacific\03650 CE Reapproval\dwg\RE-Plat\CE-FP06.dwg Dec 03, 2013 10:07am cchristian

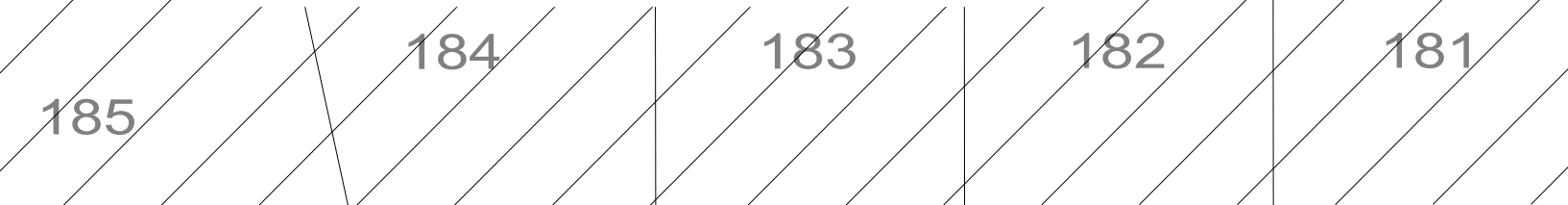


CNTR. SEC.14;
FND. 5/8" REBAR.

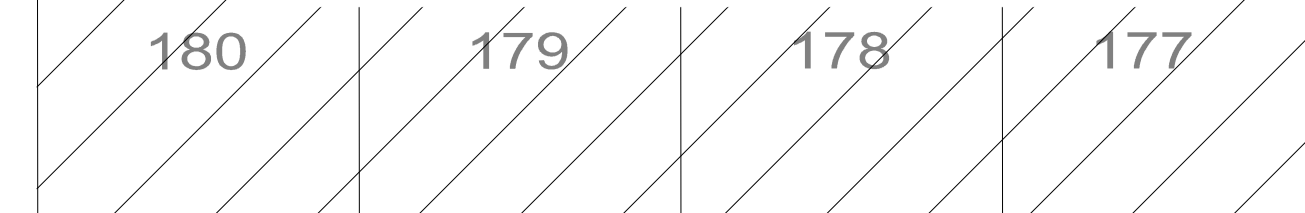


TRACT T OF CHARLESTON ESTATES
BOOK 934, PAGE 16 MCR

NOT A PART OF THIS RE - PLAT
PER BOOK 934, PAGE 16



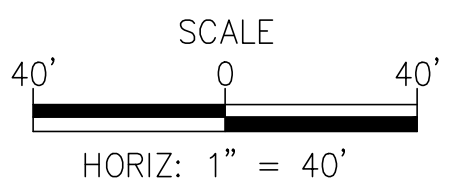
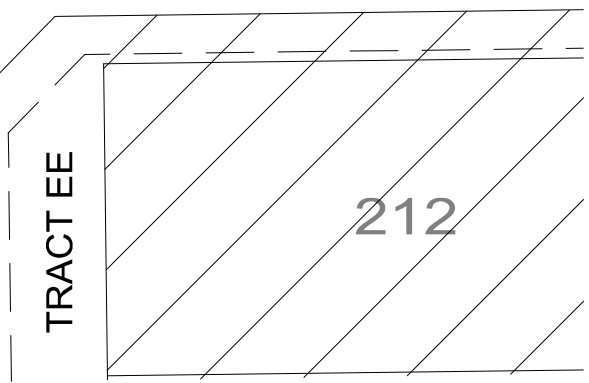
NOT A PART OF THIS RE - PLAT
PER BOOK 934, PAGE 16



"CRISMON HEIGHTS"
BOOK 730, PAGE 27, M.C.R.

220TH STREET

ROSA ROAD



811 Know what's below.
Call before you dig.
1-800-782-5348

S 1/4 COR. SEC.14;
FND. 2" ALUM. CAP FLUSH.

REV. NO.	COMMENT	DATE

43994
TONY P.
ELLEY

**SUNRISE
ENGINEERING**

2152 SOUTH VINEYARD, SUITE 123
MESA, ARIZONA 85210
TEL 480.768.8600 • FAX 480.768.8609
www.sunrise-eng.com

STANDARD PACIFIC OF ARIZONA, INC
CHARLESTON ESTATES
RE-PLAT

SEI NO. 02081	DESIGNED CFM	DRAWN SLF	CHECKED TE/AL	SHEET NO. 12 of 12	FP07
------------------	-----------------	--------------	------------------	-----------------------	-------------

P:\Standard Pacific\03650 CE Reapproval\dwg\RE-Plat\CE-FP07.dwg Dec 03, 2013 10:07am cchristian



Requesting Department:

Development Services

TAB F

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

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

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE "FINAL
PLAT" FOR EMPEROR ESTATES PARCEL H A REQUEST BY
D.R. HORTON INC.**

DATE: JANUARY 15, 2014

Staff Recommendation:

Staff recommends approval of the "Final Plat" for Emperor Estates Parcel H. A request by D.R. Horton Inc.

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 Emperor Estates Parcel H. A request by D.R. Horton Inc.

History:

May 8, 1996: Planning Commission recommended approval of Emperor Estates rezoning (RZ21-96). Rezoning approximately 450 acres from Rural 43 Single Family Residential to a PAD with the underlying zoning districts of R1-18, R1-8, R1-6.

January 9, 2013 Planning Commission recommended approval of Emperor Estates Parcel H Subdivision (RZ12-073/SD12-074).

February 6, 2013 Town Council approved Emperor Estates Parcel H
Subdivision (RZ12-073/SD12-074/Ordinance 527-13).

Discussion:

The applicant is requesting approval of a Final Plat for an 86 lot single-family residential subdivision on approximately 29 acres located at the Southwest corner of Rittenhouse Road and 198th Street. The subdivision has underlying R1-7 zoning with density of 2.97 homes per acre. This is consistent with the General Plan Land Use Map which established Medium Density Residential that allows a range of 0-3 DU/AC. The parcel provides 1 point of access onto Rittenhouse Road and 2 points of access onto Emperor Blvd. The developer will make a cash-in-lieu payment for the offsite street improvements for Rittenhouse Road prior to recording of the Final Plat.

Remaining Items required prior to recording of the Final Plat:

1. Rittenhouse Road Cash-in-lieu payment.

Fiscal Impact:

The Town will receive building permit fees for all homes that develop within the 86 lot subdivision. The Owner (D.R. Horton Inc.) will complete onsite roadway improvements that will require future maintenance costs by the Town.

Alternatives:

Not to accept the "Final Plat" of Emperor Estates Parcel H. If the Town does not accept the Final Plat, the subdivision will not be developed at this time and the Town will not collect building permit fees.

Attachments:

Final Plat

LEGEND

- S.F. INDICATES SQUARE FEET
- AC. INDICATES ACRES
- C1 INDICATES CURVE NUMBER
- V.N.A.E. INDICATES VEHICULAR NON-ACCESS EASEMENT
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- ESMT INDICATES EASEMENT
- P/L INDICATES PROPERTY LINE
- R/W INDICATES RIGHT-OF-WAY
- MCR MARICOPA COUNTY RECORDER
- TYP INDICATES TYPICAL
- EX INDICATES EXISTING
- P.T.A.E. INDICATES PUBLIC TRAIL ACCESS EASEMENT
- S/W INDICATES SIDEWALK TYPICAL
- ▲ INDICATES SECTION CORNER - FOUND BRASS CAP IN HANDHOLE (UNLESS OTHERWISE NOTED).
- INDICATES CORNER OF THIS SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120-1, TYPE "B" (UNLESS OTHERWISE NOTED).
- INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120-1, TYPE "B" (UNLESS OTHERWISE NOTED).
- INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DET. 120-1, TYPE "C", MODIFIED (TYP) (UNLESS OTHERWISE NOTED).
- ⊙ INDICATES EXISTING BRASS CAP (UNLESS OTHERWISE NOTED).
- ② INDICATES SHEET NUMBER
- ① INDICATES INTERSECTION VISIBILITY EASEMENT

NOTES

1. CONSTRUCTION WITHIN PUBLIC EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO UTILITIES, WOOD, WIRE OR REMOVABLE FENCES AND DRIVEWAYS UNLESS OTHERWISE APPROVED BY THE TOWN OF QUEEN CREEK.
2. ALL UTILITIES SHALL BE CONSTRUCTED UNDERGROUND.
3. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. A 1/2" REBAR BEARING THE REGISTRANT'S NUMBER SHALL BE PLACED AT ALL LOT CORNERS AT THE COMPLETION OF MASS GRADING.
5. THE TOWN OF QUEEN CREEK IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THE PROJECT EXCEPT AS NOTED. THE EMPEROR ESTATES PARCEL H HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPED ISLANDS AND MEDIANS WITH THE EXCEPTION OF THOSE LOCATED WITHIN ARTERIAL ROADWAYS.
6. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED, NOR ANY VEGETATION PLANTED NOR ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENTS WHICH WOULD IMPEDE FLOW OF WATER THROUGH THE EASEMENTS.
7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 50-YEAR 24 HOUR STORM WITHIN 36 HOURS. OWNER(S) OF ANY BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
8. THIS DEVELOPMENT IS LOCATED WITHIN THE TOWN OF QUEEN CREEK WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY IN ACCORDANCE WITH A.R.S. 45-576.
9. ALL PROPERTIES PLATTED HEREON ARE SUBJECT TO AN ANNUAL STREET LIGHT IMPROVEMENT DISTRICT ASSESSMENT.
10. THIS PROJECT IS LOCATED IN AN AREA THAT MAY BE IMPACTED BY POSSIBLE VISUAL AND PHYSICAL IMPACTS ASSOCIATED WITH AGRARIAN ECONOMIC ACTIVITY (SPECIFICALLY, BUT NOT LIMITED TO AGRICULTURE OPERATIONS) THAT IS WITHIN CLOSE PROXIMITY TO THE DEVELOPMENT.
11. THIS DEVELOPMENT, DUE TO ITS PROXIMITY TO PHOENIX MESA GATEWAY AIRPORT, IS LIKELY TO EXPERIENCE AIRCRAFT OVERFLIGHTS, WHICH COULD GENERATE NOISE LEVELS WHICH MAY BE OF CONCERN TO SOME INDIVIDUALS. THE MIX OF AIRCRAFT CONSISTS OF CARGO, COMMERCIAL, CHARTER, CORPORATE, GENERAL AVIATION AND MILITARY AIRCRAFT. AN AVIGATION EASEMENT WILL BE RECORDED BY SEPARATE INSTRUMENT OVER THIS DEVELOPMENT.
12. THIS DEVELOPMENT IS LOCATED IN AN AREA WHERE THERE ARE AIRCRAFT OPERATIONS ASSOCIATED WITH AGRICULTURE. CROP DUSTING OPERATIONS EXIST ON THE NORTH BORDER OF THIS PROJECT. GENERAL AGRICULTURAL OPERATIONS EXIST IN THE AREA AND THIS PROJECT IS LOCATED WHEREBY THERE IS LIKELY TO BE NOISE, DUST, AND, POSSIBLY, ODORS NORMALLY ASSOCIATED WITH AGRICULTURAL OPERATIONS.
13. THIS DEVELOPMENT IS LOCATED NEAR DESERT MOUNTAIN PARK, FUTURE WEST PARK SITE AND RITE OF PASSAGE AND MAY BE IMPACTED BY POSSIBLE ASSOCIATED NOISE.
14. THIS DEVELOPMENT IS LOCATED NEAR AN EXISTING RAILROAD WHICH CARRIES AT LEAST 10 TRAINS PER DAY.
15. LOTS 6 THROUGH 12 SHALL HAVE NO MORE THAN 3 TWO STORY HOMES WITH NO MORE THAN 2 SIDE BY SIDE.
16. ALL TRACTS THAT WILL NOT BE CONVEYED TO THE TOWN OF QUEEN CREEK AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF QUEEN CREEK AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE HOMEOWNERS ASSOCIATION. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
17. PER EMPEROR ESTATES PHASE 2 BOOK 613 OF MAPS, PAGE 41 M.C.R., THE REMINGTON HEIGHTS H.O.A. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPED ISLANDS AND MEDIANS WITH THE EXCEPTION OF THOSE LOCATED WITHIN ARTERIAL ROADWAYS.

FINAL PLAT FOR EMPEROR ESTATES PARCEL H

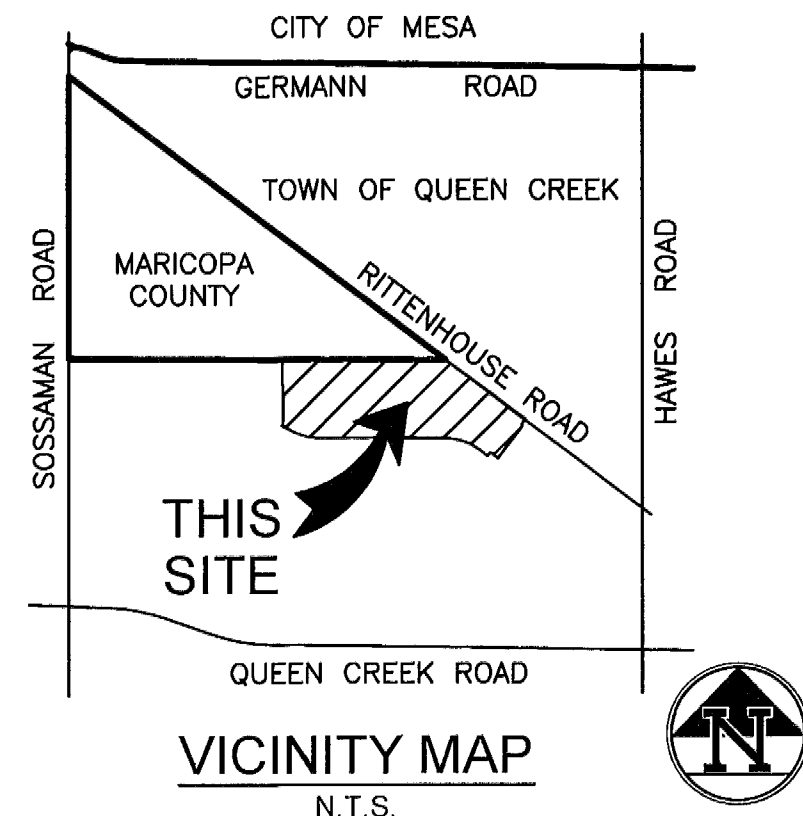
PART OF THE SOUTH HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

OWNER/DEVELOPER

D.R. HORTON, INC
20410 NORTH 19TH AVENUE, SUITE 100
PHOENIX, ARIZONA 85027
PHONE: 480.483.0006
FAX: 480.368.1088
CONTACT: HOLLY R. JAMES

ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: 602.264.6831
CONTACT: RYAN WEED, P.E.



UTILITY PROVIDERS

WATER	TOWN OF QUEEN CREEK
SEWER	TOWN OF QUEEN CREEK
ELECTRICITY	SALT RIVER PROJECT
TELEPHONE	CENTURY LINK
CABLE	COX COMMUNICATIONS
POLICE	TOWN OF QUEEN CREEK
FIRE	TOWN OF QUEEN CREEK
REFUSE COLLECTION	TOWN OF QUEEN CREEK
GAS	SOUTHWEST GAS

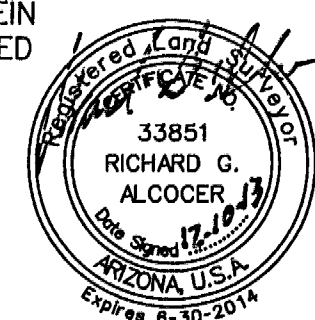
BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 00°41'45" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO THE BOOK 613 OF MAPS, PAGE 40, MARICOPA COUNTY RECORDS.

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RICHARD G. ALCOCER
REGISTERED LAND SURVEYOR NO. 33851
COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014



DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT D.R. HORTON INC., A DELAWARE CORPORATION, AND AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "EMPEROR ESTATES PARCEL H", A SINGLE FAMILY DETACHED SUBDIVISION LYING WITHIN A PART OF THE SOUTH HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "EMPEROR ESTATES PARCEL H" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND TRACTS, CONSTITUTING SAME, AND THAT EACH LOT, STREET AND TRACT SHALL BE KNOWN BY THE NUMBER, NAME OR LETTER THAT IS GIVEN EACH RESPECTIVELY ON SAID PLAT THAT D.R. HORTON INC., A DELAWARE CORPORATION, AS OWNER, HEREBY DEDICATES TO THE TOWN OF QUEEN CREEK, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN HEREON.

PUBLIC UTILITY EASEMENTS ARE DEDICATED FOR THE BENEFIT OF PUBLIC UTILITIES AND ARE LOCATED WHERE SHOWN, IN, OVER, AND UNDER THE AREAS DESIGNATED AS SUCH HEREON, FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF NECESSARY UTILITIES. PUBLIC UTILITIES LOCATING UTILITY FACILITIES IN THIS PUBLIC UTILITY EASEMENT SHALL COMPLY WITH THE CODES AND REGULATIONS OF THE TOWN OF QUEEN CREEK, ARIZONA. SUCH PUBLIC UTILITIES SHALL BE AND REMAIN RESPONSIBLE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE AND REPAIR OF THEIR UTILITY FACILITIES.

OWNER WARRANTS AND REPRESENTS TO THE TOWN OF QUEEN CREEK TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER, OR OTHER PERSON, OR ENTITY, HAVING ANY INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES, OR OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO, OR JOINED IN THIS PLAT, AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

TRACTS 'A' THROUGH 'F' ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF EMPEROR ESTATES PARCEL H HOMEOWNERS ASSOCIATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. NO DWELLING UNITS SHALL BE CONSTRUCTED ON SAID TRACTS. TRACTS ARE DESIGNATED FOR THE PURPOSES SHOWN IN THE TRACT TABLE ON THIS SHEET. LANDSCAPE MAINTENANCE WILL BE BY THE EMPEROR ESTATES PARCEL H HOMEOWNERS ASSOCIATION.

A PERPETUAL, NON-EXCLUSIVE PUBLIC TRAIL ACCESS EASEMENT (P.T.A.E.) IS HEREBY DEDICATED UPON, OVER, AND ACROSS TRACT A OF THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS FOR ALL FORMS OF NON-MOTORIZED TRANSPORTATION, INCLUDING WITHOUT LIMITATION EQUESTRIAN AND PEDESTRIAN USE TOGETHER WITH MOTORIZED EMERGENCY, LAW ENFORCEMENT, AND SERVICE VEHICLES, AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION, AND REPLACEMENT FROM TIME TO TIME OF IMPROVEMENTS RELATED THERETO.

MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY FROM BACK OF CURB TO RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE EMPEROR ESTATES PARCEL H HOMEOWNERS ASSOCIATION OR ADJUTING PROPERTY OWNERS.

IN WITNESS WHEREOF:

D.R. HORTON INC., A DELAWARE CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS 5th DAY OF DECEMBER, 2013.

D.R. HORTON INC., A DELAWARE CORPORATION,

BY: Holly James
ITS: VICE PRESIDENT

ASSURANCE STATEMENT

ASSURANCE IN THE FORM OF A CASH, PERFORMANCE OR SUBDIVISION BOND OR IRREVOCABLE LETTER OF CREDIT IN THE AMOUNT OF \$ _____ HAS BEEN DEPOSITED WITH THE TOWN ENGINEER TO GUARANTEE CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

ASSURED WATER SUPPLY

THE ARIZONA DEPARTMENT OF WATER RESOURCES HAS GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY, DWR FILE NO. 31-402085.0002.

DEED RESTRICTION

COVENANTS, CONDITIONS AND RESTRICTIONS FOR EMPEROR ESTATES PARCEL H, QUEEN CREEK, ARIZONA ARE RECORDED IN DOCUMENT NO. 20131031449 RECORDS OF MARICOPA COUNTY, ARIZONA.

EMPEROR ESTATES PARCEL H HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT

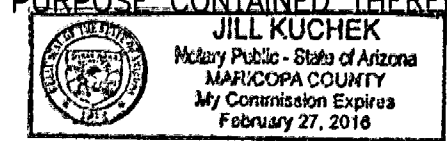
BY THIS RATIFICATION, HOLLY JAMES DULY ELECTED PRESIDENT OF THE EMPEROR ESTATES PARCEL H HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT ORGANIZATION, HEREBY RATIFIES THE RECORDED OF THIS PLAT FOR "EMPEROR ESTATES PARCEL H" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NAME: Holly James
TITLE: PRESIDENT DATE: 12.5.13

ACKNOWLEDGEMENT FOR RATIFICATION

ON THIS THE 5th DAY OF December, 2013, BEFORE ME Holly James PERSONALLY APPEARED AND ACKNOWLEDGED HIMSELF/HERSELF TO BE PRESIDENT OF EMPEROR ESTATES PARCEL H HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT ORGANIZATION, AND ACKNOWLEDGED THAT HE/SHE, AS PRESIDENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:
I HEREBY SET MY HAND AND OFFICIAL SEAL
BY: Jill Kuchek MY COMMISSION EXPIRES: 2-27-2016
NOTARY PUBLIC DATE

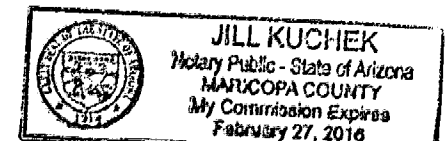


ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS THE 5th DAY OF December, 2013, BEFORE ME PERSONALLY APPEARED AND ACKNOWLEDGED HIMSELF/HERSELF TO BE AN AUTHORIZED AGENT OF D.R. HORTON INC., A DELAWARE CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS THE AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:
I HEREBY SET MY HAND AND OFFICIAL SEAL



BY: Jill Kuchek MY COMMISSION EXPIRES: 2-27-2016
NOTARY PUBLIC DATE

TOWN APPROVAL

APPROVED BY THE COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, THIS _____ DAY OF _____, 20____.

BY: _____ ATTEST: _____
MAYOR CLERK

APPROVED: _____ ATTEST: _____
TOWN ENGINEER DATE

APPROVED: _____ ATTEST: _____
PLANNING MANAGER DATE

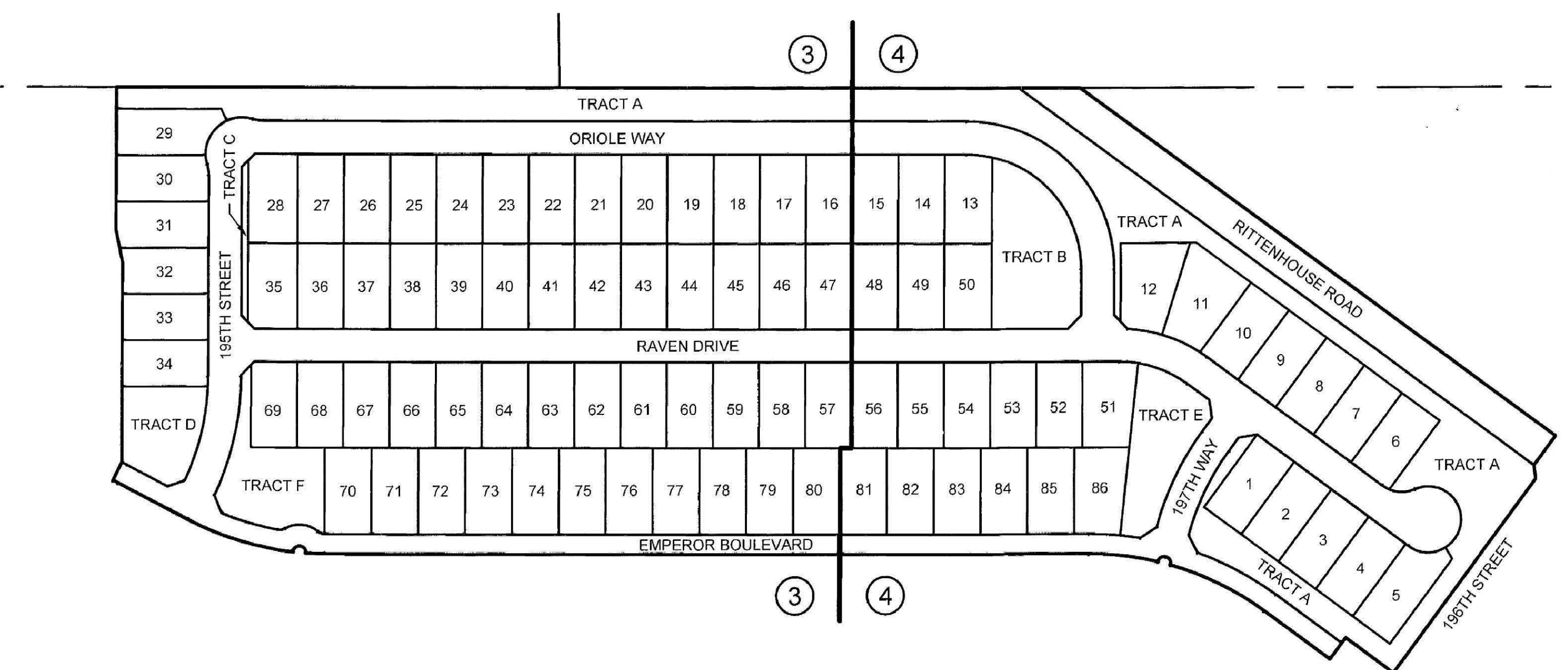
GROSS AREA=31.427 AC. NET AREA=28.863 AC.	COE & VAN LOO CONSULTANTS, INC 4550 N. 12TH STREET PHOENIX, ARIZONA 85014 (602) 264-6831	FINAL PLAT FOR EMPEROR ESTATES PARCEL H	SHEET NUMBER: 1 OF 4
SEE SHEET 2 FOR CURVE TABLE, LOT AREA TABLE AND LEGEND			

LOT AREA TABLE

LOT 1	9,450 S.F.	0.217 AC
LOT 2	9,450 S.F.	0.217 AC
LOT 3	9,450 S.F.	0.217 AC
LOT 4	9,450 S.F.	0.217 AC
LOT 5	10,358 S.F.	0.238 AC
LOT 6	9,223 S.F.	0.212 AC
LOT 7	9,230 S.F.	0.212 AC
LOT 8	9,230 S.F.	0.212 AC
LOT 9	9,230 S.F.	0.212 AC
LOT 10	9,231 S.F.	0.212 AC
LOT 11	12,000 S.F.	0.275 AC
LOT 12	11,223 S.F.	0.258 AC
LOT 13	9,661 S.F.	0.222 AC
LOT 14	9,450 S.F.	0.217 AC
LOT 15	9,450 S.F.	0.217 AC
LOT 16	9,450 S.F.	0.217 AC
LOT 17	9,450 S.F.	0.217 AC
LOT 18	9,450 S.F.	0.217 AC
LOT 19	9,450 S.F.	0.217 AC
LOT 20	9,450 S.F.	0.217 AC
LOT 21	9,450 S.F.	0.217 AC
LOT 22	9,450 S.F.	0.217 AC
LOT 23	9,450 S.F.	0.217 AC
LOT 24	9,450 S.F.	0.217 AC
LOT 25	9,450 S.F.	0.217 AC
LOT 26	9,450 S.F.	0.217 AC
LOT 27	9,450 S.F.	0.217 AC
LOT 28	10,075 S.F.	0.231 AC
LOT 29	10,457 S.F.	0.240 AC
LOT 30	9,730 S.F.	0.223 AC
LOT 31	9,726 S.F.	0.223 AC
LOT 32	9,148 S.F.	0.210 AC
LOT 33	9,100 S.F.	0.209 AC
LOT 34	9,099 S.F.	0.209 AC
LOT 35	9,700 S.F.	0.223 AC
LOT 36	9,100 S.F.	0.209 AC
LOT 37	9,100 S.F.	0.209 AC
LOT 38	9,100 S.F.	0.209 AC
LOT 39	9,100 S.F.	0.209 AC
LOT 40	9,100 S.F.	0.209 AC
LOT 41	9,100 S.F.	0.209 AC
LOT 42	9,100 S.F.	0.209 AC
LOT 43	9,100 S.F.	0.209 AC
LOT 44	9,100 S.F.	0.209 AC
LOT 45	9,100 S.F.	0.209 AC
LOT 46	9,100 S.F.	0.209 AC
LOT 47	9,100 S.F.	0.209 AC
LOT 48	9,100 S.F.	0.209 AC
LOT 49	9,100 S.F.	0.209 AC
LOT 50	9,360 S.F.	0.215 AC
LOT 51	10,055 S.F.	0.231 AC
LOT 52	9,100 S.F.	0.209 AC
LOT 53	9,100 S.F.	0.209 AC
LOT 54	9,100 S.F.	0.209 AC
LOT 55	9,100 S.F.	0.209 AC
LOT 56	9,100 S.F.	0.209 AC
LOT 57	9,100 S.F.	0.209 AC
LOT 58	9,100 S.F.	0.209 AC
LOT 59	9,100 S.F.	0.209 AC
LOT 60	9,100 S.F.	0.209 AC
LOT 61	9,100 S.F.	0.209 AC
LOT 62	9,100 S.F.	0.209 AC
LOT 63	9,100 S.F.	0.209 AC
LOT 64	9,100 S.F.	0.209 AC
LOT 65	9,100 S.F.	0.209 AC
LOT 66	9,100 S.F.	0.209 AC
LOT 67	9,100 S.F.	0.209 AC
LOT 68	9,100 S.F.	0.209 AC
LOT 69	9,088 S.F.	0.209 AC
LOT 70	9,230 S.F.	0.212 AC
LOT 71	9,230 S.F.	0.212 AC
LOT 72	9,230 S.F.	0.212 AC
LOT 73	9,230 S.F.	0.212 AC
LOT 74	9,230 S.F.	0.212 AC
LOT 75	9,230 S.F.	0.212 AC
LOT 76	9,230 S.F.	0.212 AC
LOT 77	9,230 S.F.	0.212 AC
LOT 78	9,230 S.F.	0.212 AC
LOT 79	9,230 S.F.	0.212 AC
LOT 80	9,230 S.F.	0.212 AC
LOT 81	9,230 S.F.	0.212 AC
LOT 82	9,230 S.F.	0.212 AC
LOT 83	9,230 S.F.	0.212 AC
LOT 84	9,230 S.F.	0.212 AC
LOT 85	9,230 S.F.	0.212 AC
LOT 86	9,980 S.F.	0.229 AC

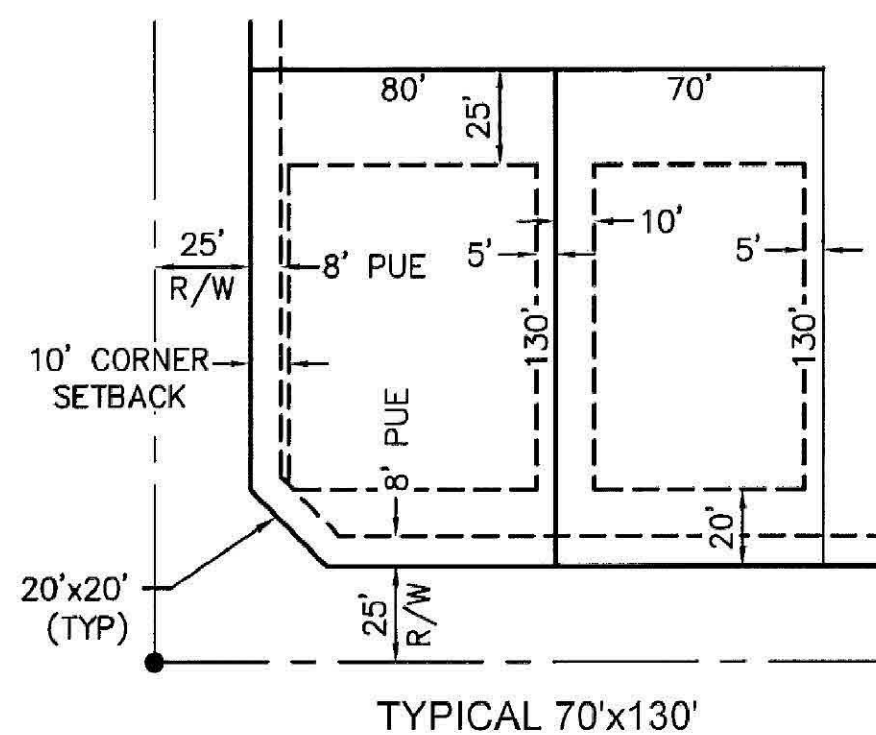
CURVE TABLE

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	450.00	159.19	020°16'07"	80.43	158.36	N63°36'13.5"W
2	10.00	15.82	090°38'12"	10.11	14.22	N29°41'35.0"W
3	10.00	15.82	090°38'11"	10.11	14.22	S59°40'13.5"W
4	450.00	105.83	013°28'30"	53.16	105.59	N83°01'19.0"W
5	450.00	28.05	003°34'18"	14.03	28.05	N87°47'04.0"W
6	10.00	31.19	178°42'44"	---	20.00	N84°43'31.0"W
7	450.01	166.99	021°15'43"	84.47	166.04	N72°49'15.5"W
8	275.00	8.10	001°41'13"	4.05	8.10	N63°02'00.5"W
9	400.00	192.47	027°34'10"	98.14	190.62	N14°01'31.0"E
10	200.00	314.16	090°00'00"	200.00	282.84	S44°45'34.0"E
11	200.00	128.68	036°17'24"	65.54	124.57	S71°36'52.0"E
12	400.00	150.39	021°32'31"	76.09	149.51	S25°45'34.5"W
13	450.00	285.02	036°17'24"	147.47	280.28	N71°36'52.0"W
14	450.01	215.05	027°22'49"	109.62	213.01	N75°52'48.5"W
15	480.00	135.49	016°10'23"	68.20	135.04	N61°33'21.5"W
16	375.00	141.10	021°33'29"	71.39	140.27	N25°45'05.5"E
17	50.00	209.44	240°00'00"	---	86.60	N08°31'50.0"E
18	50.00	52.36	060°00'00"	28.87	50.00	N83°28'10.0"W
19	225.00	129.97	033°05'49"	66.86	128.17	N70°01'04.5"W
20	225.00	353.43	090°00'00"	225.00	318.20	N44°45'34.0"W
21	55.00	16.65	017°20'29"	8.39	16.58	N81°05'19.5"W
22	55.00	119.69	124°40'58"	104.94	97.43	S45°14'26.0"W
23	55.00	16.65	017°20'29"	8.39	16.58	S08°25'48.5"E
24	375.00	162.11	024°46'05"	82.34	160.85	S12°37'28.5"W
25	305.00	8.98	001°41'13"	4.49	8.98	N63°02'00.5"W
26	480.00	78.58	009°22'46"	39.38	78.49	N85°04'11.0"W
27	420.00	1.49	000°12'09"	0.74	1.49	N89°39'29.5"W
28	15.50	11.04	040°48'19"	5.77	10.81	N69°09'15.5"W
29	42.50	53.38	071°57'04"	30.85	49.93	N84°43'38.0"W
30	15.50	11.04	040°48'27"	5.77	10.81	S79°42'04.5"W
31	420.00	89.44	012°12'04"	44.89	89.27	N73°47'34.0"W
32	425.00	185.20	024°58'03"	94.09	183.74	N12°43'27.5"E
33	175.00	110.84	036°17'24"	57.35	109.00	S71°36'52.0"E
34	425.00	159.89	021°33'22"	80.90	158.95	S25°45'09.0"W
35	175.00	274.89	090°00'00"	175.00	247.49	S44°45'34.0"E

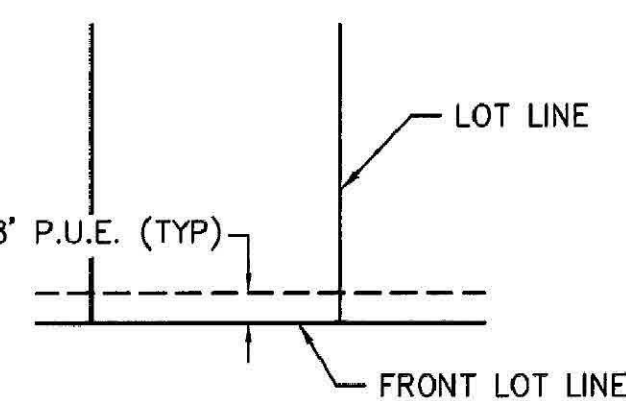


TRACT INFORMATION TABLE

TRACT	USE
TRACT A = 3.429 ACRES	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT, & P.T.A.E.
TRACT B = 0.670 ACRES	LANDSCAPE, RETENTION, DRAINAGE
TRACT C = 0.054 ACRES	LANDSCAPE, PUBLIC UTILITY EASEMENT
TRACT D = 0.373 ACRES	LANDSCAPE, RETENTION, DRAINAGE, PUBLIC UTILITY EASEMENT
TRACT E = 0.479 ACRES	LANDSCAPE, RETENTION, DRAINAGE, PUBLIC UTILITY EASEMENT
TRACT F = 0.467 ACRES	LANDSCAPE, RETENTION, DRAINAGE, AMENITIES, PUBLIC UTILITY EASEMENT
TOTAL = 5.472 ACRES	



TYPICAL LOT DETAIL
R1-7 ZONING
N.T.S.



TYPICAL PUBLIC UTILITY EASEMENT DETAIL
N.T.S.

BASE ZONING

A PLANNED AREA DEVELOPMENT WITH UNDERLYING ZONING DISTRICT R1-7

REQUIREMENTS	R1-7 P.A.D. APPROVED
MAX BUILDING HEIGHT	30 FEET
MIN. LOT AREA	9,099 SF
MIN. LOT WIDTH	70 FEET
MIN. LOT DEPTH	130 FEET
MIN. FRONT YARD	15/20 FEET*
MIN. SIDE YARD	5/10 FEET**
MIN. REAR YARD	25 FEET
MIN. DIST. BETWEEN STRUCTURES	15 FEET**

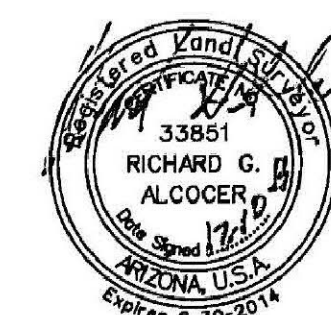
* 20' FRONT ENTRY GARAGE, 15' FRONT PORCH AND SIDE ENTRY GARAGE

** ADJOINING LOTS SHALL HAVE A MINIMUM SPACING OF FIFTEEN FEET BETWEEN BUILDINGS. (5'/10', 15' TOTAL)

LEGEND

- ▲--- INDICATES SECTION CORNER - FOUND BRASS CAP IN HANDHOLE (UNLESS OTHERWISE NOTED).
- INDICATES CORNER OF THIS SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120-1, TYPE "B" (UNLESS OTHERWISE NOTED).
- INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD.DET.120-1,TYPE "B" (UNLESS OTHERWISE NOTED).
- INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120-1, TYPE "C", MODIFIED (TYP) (UNLESS OTHERWISE NOTED).
- ⊙ INDICATES EXISTING BRASS CAP (UNLESS OTHERWISE NOTED).
- ② INDICATES SHEET NUMBER
- ① INDICATES INTERSECTION VISIBILITY EASEMENT

- S.F. -INDICATES SQUARE FEET
- AC. -INDICATES ACRES
- C1 -INDICATES CURVE NUMBER
- V.N.A.E. -INDICATES VEHICULAR NON-ACCESS EASEMENT
- P.U.E. -INDICATES PUBLIC UTILITY EASEMENT
- ESM'T -INDICATES EASEMENT
- P/L -INDICATES PROPERTY LINE
- R/W -INDICATES RIGHT-OF-WAY
- MCR -MARICOPA COUNTY RECORDER
- TYP -INDICATES TYPICAL
- EX -INDICATES EXISTING
- P.T.A.E. -INDICATES PUBLIC TRAIL ACCESS EASEMENT
- S/W -INDICATES SIDEWALK TYPICAL



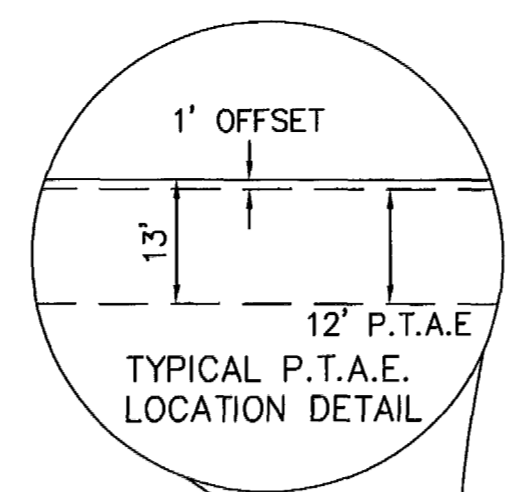
COE & VAN LOO CONSULTANTS, INC
4550 N. 12TH STREET PHOENIX, ARIZONA 85014
(602) 264-6831

FINAL PLAT FOR
EMPEROR ESTATES PARCEL H

SHEET NUMBER:
2 OF 4

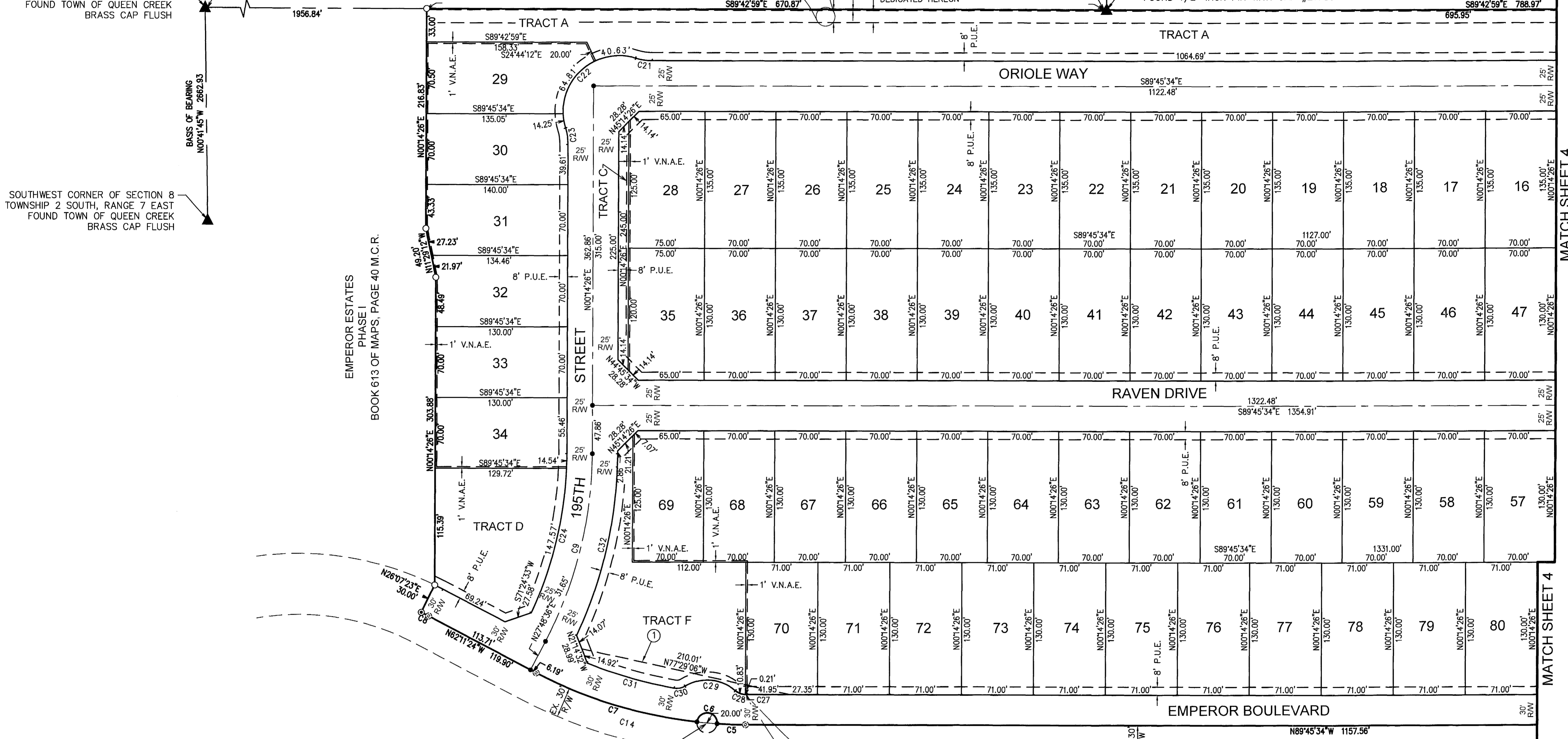
WEST 1/4 CORNER OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 7 EAST
FOUND TOWN OF QUEEN CREEK
BRASS CAP FLUSH

SOUTHWEST CORNER OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 7 EAST
FOUND TOWN OF QUEEN CREEK
BRASS CAP FLUSH



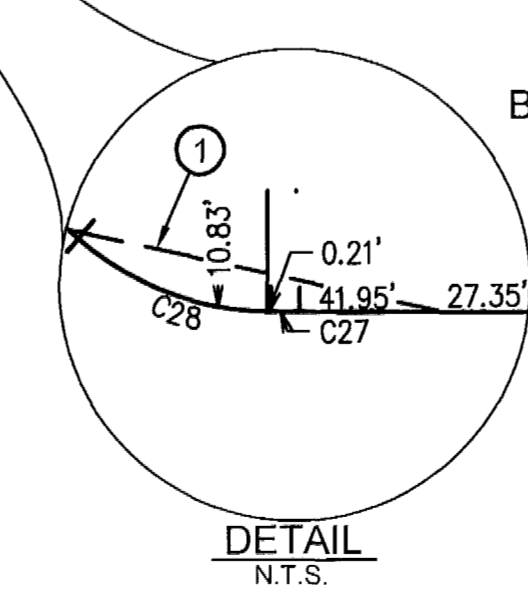
NORTH 1/4 CORNER OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 7 EAST
FOUND MARICOPA COUNTY
HIGHWAY DEPARTMENT ALUMINUM CAP

CENTER OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 7 EAST
FOUND 1/2" IRON PIN WITH CAP #21786

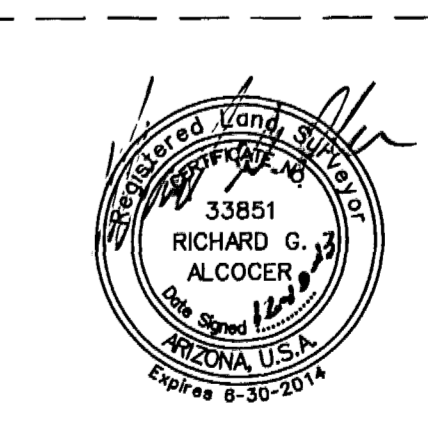


- LEGEND**
- ▲--- INDICATES SECTION CORNER - FOUND BRASS CAP IN HANDHOLE (UNLESS OTHERWISE NOTED).
 - INDICATES CORNER OF THIS SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120-1, TYPE "B" (UNLESS OTHERWISE NOTED).
 - INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120-1, TYPE "B" (UNLESS OTHERWISE NOTED).
 - INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DET. 120-1, TYPE "C", MODIFIED (TYP) (UNLESS OTHERWISE NOTED).
 - ⊙ INDICATES EXISTING BRASS CAP (UNLESS OTHERWISE NOTED).
 - ② INDICATES SHEET NUMBER
 - ① INDICATES INTERSECTION VISIBILITY EASEMENT

- S.F. - INDICATES SQUARE FEET
- AC. - INDICATES ACRES
- C1 - INDICATES CURVE NUMBER
- V.N.A.E. - INDICATES VEHICULAR NON-ACCESS EASEMENT
- P.U.E. - INDICATES PUBLIC UTILITY EASEMENT
- ESM'T - INDICATES EASEMENT
- P/L - INDICATES PROPERTY LINE
- R/W - INDICATES RIGHT-OF-WAY
- MCR - MARICOPA COUNTY RECORDER
- TYP - INDICATES TYPICAL
- EX - INDICATES EXISTING
- P.T.A.E. - INDICATES PUBLIC TRAIL ACCESS EASEMENT
- S/W - INDICATES SIDEWALK TYPICAL



EMPEROR ESTATES
PHASE 2
BOOK 613 OF MAPS, PAGE 41 M.C.R.



50' 25' 0' 50'
SCALE: 1" = 50'

SEE SHEET 2 FOR
CURVE TABLE AND
LOT AREA TABLE

COE & VAN LOO CONSULTANTS, INC
4550 N. 12TH STREET PHOENIX, ARIZONA 85014
(602) 264-6831

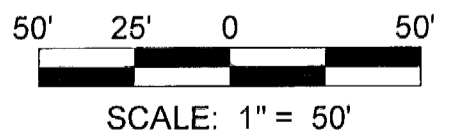
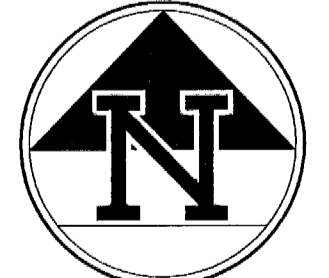
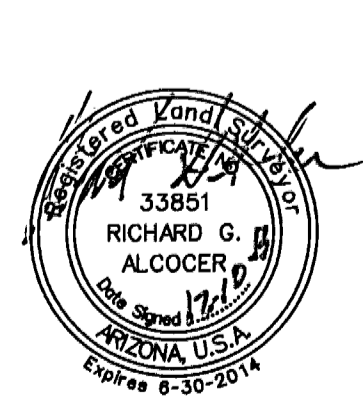
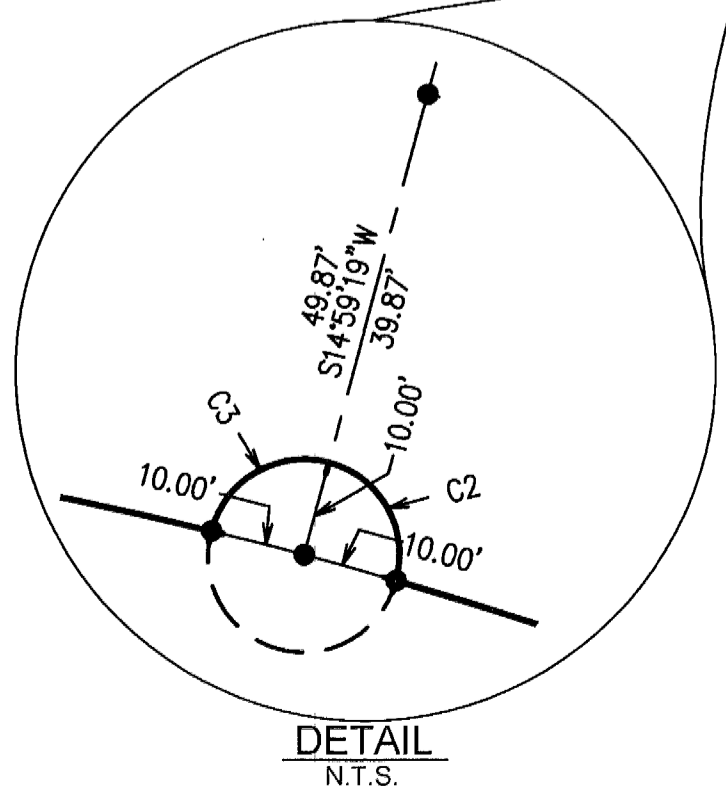
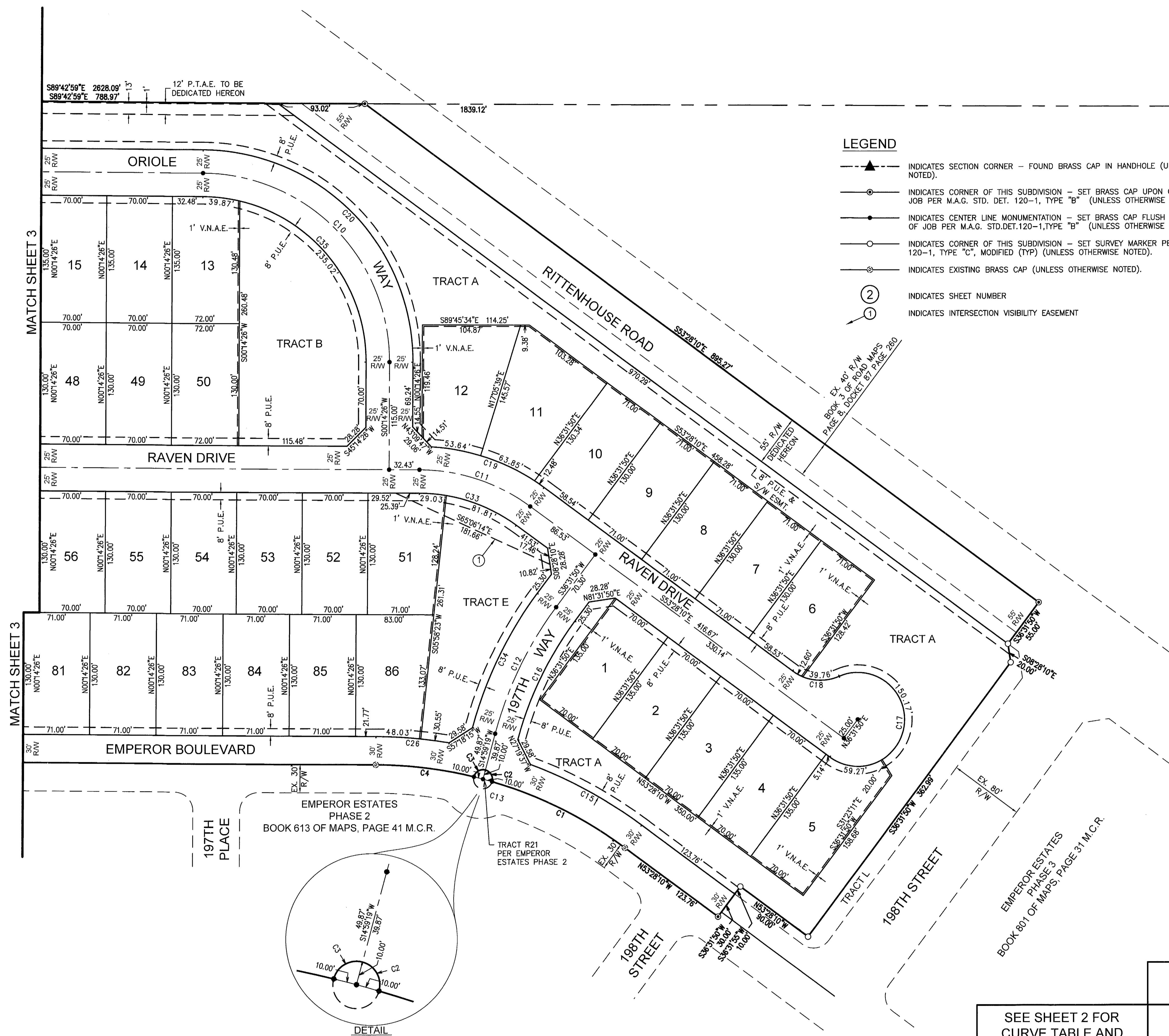
FINAL PLAT
FOR
EMPEROR ESTATES PARCEL H
SHEET NUMBER:
3 OF 4

EAST 1/4 CORNER OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 7 EAST
FOUND MARICOPA COUNTY ALUMINUM CAP

LEGEND

- ▲--- INDICATES SECTION CORNER - FOUND BRASS CAP IN HANDHOLE (UNLESS OTHERWISE NOTED).
- INDICATES CORNER OF THIS SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120-1, TYPE "B" (UNLESS OTHERWISE NOTED).
- INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120-1, TYPE "B" (UNLESS OTHERWISE NOTED).
- INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120-1, TYPE "C", MODIFIED (TYP) (UNLESS OTHERWISE NOTED).
- ⊙ INDICATES EXISTING BRASS CAP (UNLESS OTHERWISE NOTED).
- ② INDICATES SHEET NUMBER
- ① INDICATES INTERSECTION VISIBILITY EASEMENT

- S.F. -INDICATES SQUARE FEET
- AC. -INDICATES ACRES
- C1 -INDICATES CURVE NUMBER
- V.N.A.E. -INDICATES VEHICULAR NON-ACCESS EASEMENT
- P.U.E. -INDICATES PUBLIC UTILITY EASEMENT
- ESMT -INDICATES EASEMENT
- P/L -INDICATES PROPERTY LINE
- R/W -INDICATES RIGHT-OF-WAY
- MCR -MARICOPA COUNTY RECORDER
- TYP -INDICATES TYPICAL
- EX -INDICATES EXISTING
- P.T.A.E. -INDICATES PUBLIC TRAIL ACCESS EASEMENT
- S/W -INDICATES SIDEWALK TYPICAL



COE & VAN LOO CONSULTANTS, INC
4550 N. 12TH STREET PHOENIX, ARIZONA 85014
(602) 264-6831

SEE SHEET 2 FOR
CURVE TABLE AND
LOT AREA TABLE

FINAL PLAT
FOR
EMPEROR ESTATES PARCEL H

SHEET NUMBER:
4 OF 4



Requesting Department:

Utility Services Department

TAB G

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: PAUL GARDNER, UTILITY SERVICES DEPARTMENT DIRECTOR
GREG HOMOL, FIELD OPERATIONS SUPERINTENDENT

RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 976-14
MODIFYING THE TOWN'S SEWER SERVICE AREA

DATE: JANUARY 15, 2014

Staff Recommendation:

Staff recommends approval of Resolution 976-14 modifying the Town's Sewer Service Area.

Relevant Council Goal(s):

KRA's 4, 5, and 8

Proposed Motion:

Motion to approve Resolution 976-14

Discussion:

The Town provides sewer service within the boundaries defined by our adopted Sewer Service Area. The last revision was in 2012 when the Town added the American Leadership Academy on the southwest corner of Hawes and Chandler Heights Roads.

In preparation for the construction of the permanent structure/ facility for Heritage Academy which will require sewer service, it is important that we revise our Sewer Service Area to include the project prior to building permits being pulled by the developer(s). The new structure/ facility will be located in the northeast corner of (future) Fulton Parkway and Germann Road. The proposed Sewer Service Area, including the Heritage Academy project is shown as Exhibit "B" to Resolution 976-14.

Fiscal Impact:

The Town cannot collect wastewater development fees unless the area is included within our adopted sewer service area.

Alternatives:

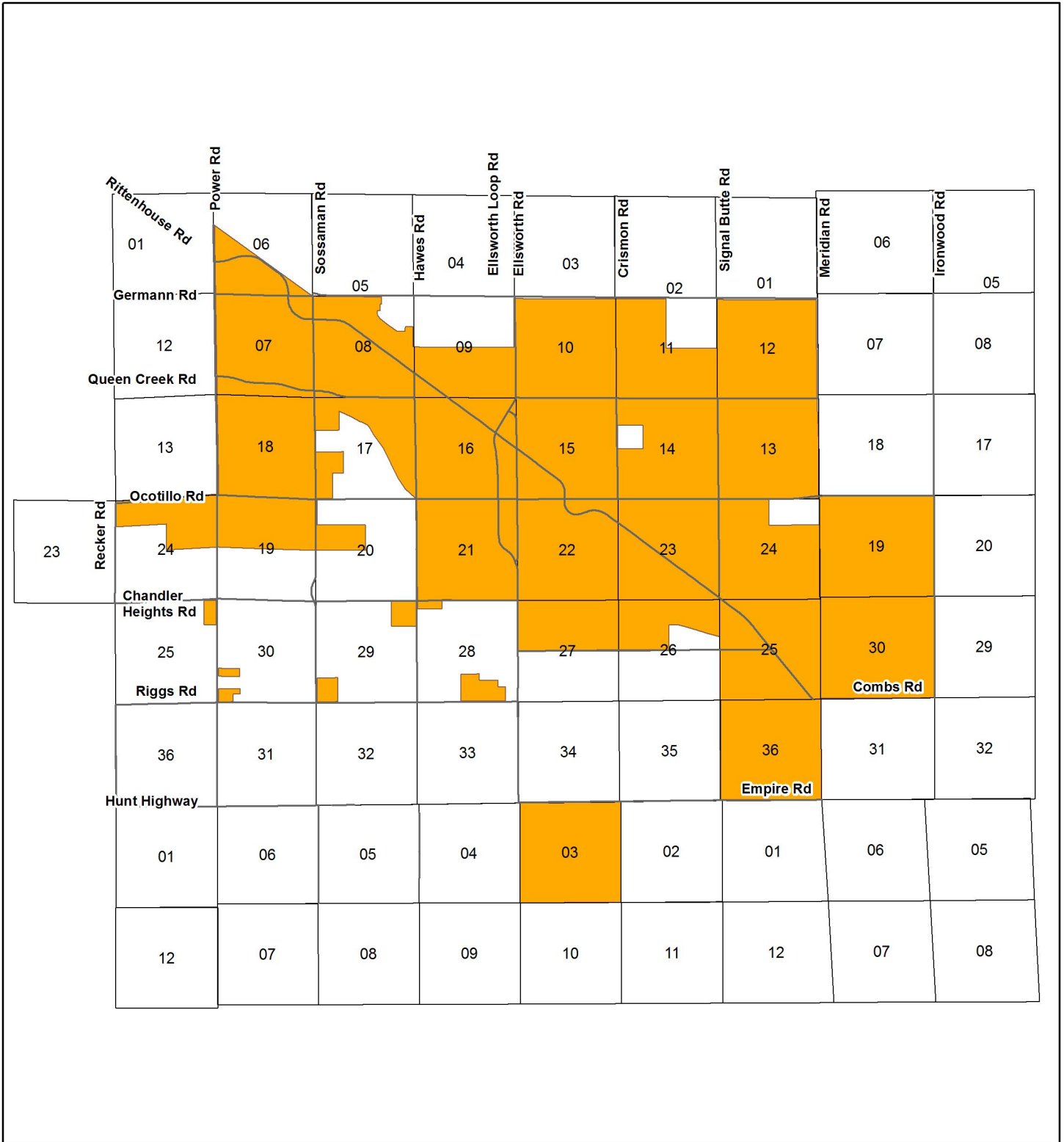
Council could choose not to approve, development fees would then not be collected impacting funds for future wastewater projects needed for new development.

Attachments:

- 1) Resolution 976-14

Exhibit "B"

Town of Queen Creek Amended Sewer Service Area Resolution 976-14



RESOLUTION 976-14

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING THE SEWER SERVICE AREA MAP AND LEGAL DESCRIPTION, AND DEFINING THE WASTEWATER COLLECTION SYSTEM DEVELOPMENT FEE AREA BY ADDING CERTAIN AREAS.

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

Section 1: That on March 07, 2012 the Town Council adopted Resolution 898-12 establishing, pursuant to A.R.S. § 9-463.05, the current map of the wastewater collection system service area.

Section 2: That pursuant to analysis the Town wishes to amend the wastewater collection sewer service area as follows:

- A. By adding certain real property located within Section 8 of Township 2 South, Range 7 East of the Gila & Salt River Base and Meridian.

Section 3: That attached hereto and incorporated herein are exhibits "A" and "B" which are the legal description and map of the service area for the wastewater collection system within which the wastewater development fee will be assessed from and after the date of the passage of this Resolution.

Section 4: That all other terms and conditions and obligations of Resolution 898-12 shall stay in full force and effect.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 15th day of January, 2014.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Gail Barney, Mayor

Jennifer Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright Mariscal Weeks
Town Attorneys

EXHIBIT A

RESOLUTION 976-14

WASTEWATER COLLECTION SYSTEM AREA LEGAL DESCRIPTION

An area of land located in Township 2 and 3 South, Ranges 6, 7 and 8 East of the Gila & Salt River Base and Meridian, State of Arizona, Counties of Maricopa and Pinal. Said Wastewater Collection System area is more fully described as follows, and shown on "Exhibit B" attached hereto:

The following areas located within Township 2 South, Range 6 East of the G & SRB & M, Maricopa County, Arizona:

- Section 24 - the northeast one-quarter and the north half of the northwest $\frac{1}{4}$.
- Section 25 - the East half of the Northeast one-quarter of the Northeast one-quarter.

The following areas located within Township 2 South, Range 7 East of the G & SRB & M, Maricopa County, Arizona:

- Section 6 - the area located south of the Union Pacific Railroad.
- Section 7
- Section 8 - except those portions of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ lying north of the railroad.
- Section 9 - the South half
- Section 10
- Section 11 - except the Northeast $\frac{1}{4}$
- Section 12
- Section 13
- Section 14 - except that portion recorded as Crismon Ranch Estates in Book 414, Page 44 of the Official Records of the Maricopa Co. Rec.
- Section 15
- Section 16
- Section 17 - the area north of Queen Creek Wash plus the area south of Queen Creek Wash within Sun Valley Farms Unit III amended results of survey dated 1-18-78 described as Lot 2, Lot 7 and the west 885 feet of Lot 8.
- Section 18
- Section 19 - the North half
- Section 20 - the South half of the Northwest one-quarter
- Section 21
- Section 22
- Section 23
- Section 24 - except that portion recorded as Country Mini-Farms Unit 2
- Section 25

Section 26 - that portion north of Queen Creek Wash and that part of the N.W. ¼ that is south of Queen Creek Wash.

Section 27 – the north half.

Section 28 - that portion of the N.W. ¼ recorded as Peso de Pecans; parcels 304-91-087, 304-91-088, 304-91-089A, C and D known collectively as Horseshoe Park.

Section 29 - the east 1396 feet of the north 1377 feet of the Northeast ¼, except that portion recorded as San Marqui Estates Amended in Book 473, Page 47 of the Official Records of the Maricopa County Recorder; the west 1093 feet of the Southwest ¼ of the Southwest ¼;

Section 30 - the South 722.22 feet of the Southwest ¼ of the Southwest ¼ except the East 114.24 feet of the north 254.23 feet, and the East 495.85 feet of the South 467.99 feet thereof; the South 454.37 feet of the Northwest ¼ of the Southwest ¼ except the East 623.73 feet.

Section 36

The following areas located within Township 2 South, Range 8 East of the G & SRB & M, Pinal County, Arizona:

Section 19

Section 30

The following area located within Township 3 South, Range 7 East of the G & SRB & M, Pinal County, Arizona:

Section 3