



POST ACTION AGENDA NOTICE

NOTICE OF THE EXECUTIVE AND REGULAR SESSIONS OF THE FOUNTAIN HILLS TOWN COUNCIL

Mayor Linda M. Kavanagh

Councilmember Dennis Brown
Councilmember Nick DePorter
Councilmember Cassie Hansen

Vice Mayor Henry Leger
Councilmember Alan Magazine
Councilmember Cecil A. Yates

TIME: 5:00 P.M. – EXECUTIVE SESSION
(Executive Session will be held in the Fountain Conference Room - 2nd floor)
6:30 P.M. – REGULAR SESSION

WHEN: THURSDAY, MARCH 17, 2016

WHERE: FOUNTAIN HILLS COUNCIL CHAMBERS
16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ

Councilmembers of the Town of Fountain Hills will attend either in person or by telephone conference call; a quorum of the Town's various Commission, Committee or Board members may be in attendance at the Council meeting.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

PROCEDURE FOR ADDRESSING THE COUNCIL

Anyone wishing to speak before the Council must fill out a speaker's card and submit it to the Town Clerk prior to Council discussion of that Agenda item. Speaker Cards are located in the Council Chamber Lobby and near the Clerk's position on the dais.

Speakers will be called in the order in which the speaker cards were received either by the Clerk or the Mayor. At that time, speakers should stand and approach the podium. Speakers are asked to state their name and whether or not they reside in Fountain Hills (*do not provide a home address*) prior to commenting and to direct their comments to the Presiding Officer and not to individual Councilmembers. Speakers' statements should not be repetitive. *If a speaker chooses not to speak when called, the speaker will be deemed to have waived his or her opportunity to speak on the matter. Speakers may not (i) reserve a portion of their time for a later time or (ii) transfer any portion of their time to another speaker.*

If there is a Public Hearing, please submit the speaker card to speak to that issue during the Public Hearing.

Individual speakers will be allowed **three** contiguous minutes to address the Council. Time limits may be waived by (i) *discretion of the Town Manager upon request by the speaker not less than 24 hours prior to a Meeting*, (ii) *consensus of the Council at Meeting* or (iii) *the Mayor either prior to or during a Meeting*. Please be respectful when making your comments. If you do not comply with these rules, you will be asked to leave.

EXECUTIVE SESSION AGENDA

- **CALL TO ORDER** – Mayor Linda M. Kavanagh **5:04 PM**
- 1. **ROLL CALL AND VOTE TO GO INTO EXECUTIVE SESSION:** Pursuant to: (1) A.R.S. § 38-431.03(A)(3), discussion or consultation for legal advice with the attorney or attorneys of the public body, and (2) A.R.S. § 38-431.03(A)(4), discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body’s position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (*Specifically, (i) the Theater Lease, and (ii) the Morningstar project*).
- 2. **ADJOURNMENT.** **6:25 PM**

REGULAR SESSION AGENDA

- **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – Mayor Linda M. Kavanagh **6:35 PM**
- **INVOCATION** – Julie Orwin, President of Congregation Beth Hagivot
- **ROLL CALL** – Mayor Linda M. Kavanagh
- **MAYOR’S REPORT**
 - i) None.
- **SCHEDULED PUBLIC APPEARANCES/PRESENTATIONS**
 - i) Mayor Kavanagh may review RECENT EVENTS attended relating to Economic Development.
 - ii) UPDATE by Fountain Hills Rotary Boardmember Bill Pape regarding the Rotary Musical Playground.
 - iii) UPDATE by MCSO Captain David Letourneau regarding truck traffic enforcement in the Town of Fountain Hills.

CALL TO THE PUBLIC

Pursuant to A.R.S. §38-431-01(H), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Council and (ii) is subject to reasonable time, place, and manner restrictions. The Council will not discuss or take legal action on matters raised during “Call to the Public” unless the matters are properly noticed for discussion and legal action. At the conclusion of the call to the public, individual Councilmembers may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future Council agenda.

CONSENT AGENDA ITEMS - **APPROVED**

All items listed on the Consent Agenda are considered to be routine, non-controversial matters and will be enacted by one motion and one roll call vote of the Council. All motions and subsequent approvals of consent items will include all recommended staff stipulations unless otherwise stated. There will be no separate discussion of these items unless a Councilmember or member of the public so requests. If a Councilmember or member of the public wishes to discuss an item on the consent agenda, he/she may request so prior to the motion to accept the Consent Agenda or with notification to the Town Manager or Mayor prior to the date of the meeting for which the item was scheduled. The items will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1. **CONSIDERATION** of approving the TOWN COUNCIL MEETING MINUTES from March 3, 2016.
2. **CONSIDERATION** of re-appointing Robert Melton as the Presiding Judge for a four-year term and approving the PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT.
3. **CONSIDERATION** of authorizing the EXPENDITURE of \$8,000.00 to remove two existing disc golf tee pads and install three new ones to complete the disc golf course with funds to come from the Fountain Park Improvements - Phase VI Capital Project Fund for project's design fees (\$7,000.00) and from the CIP Contingency (\$1,000.00).
4. **CONSIDERATION** of (i) the FIRST AMENDMENT to the Professional Services Agreement between the Town of Fountain Hills and Brown & Associates Certified Inspection Service, Inc. (contract C2016-110) for plan review, inspection and building official services, in an amount not to exceed \$40,000.00; and (ii) the BUDGET TRANSFER in the amount of \$24,000 from the Town Manager's Contingency to Development Services relating to the cost of plan review, inspection and building official services.
5. **CONSIDERATION** of a FINAL REPLAT for a lot line adjustment between 15477 E. Telegraph Drive and 15481 E. Telegraph Drive, aka Plat 604C, Block 9, Lots 3 and 4. Case #2016-01
6. **CONSIDERATION** of (i) the FINAL PLAT entitled "Replat of Plat 302, Bock 5, Lots 1 & 2, and Parcel A", that combines lots 1, 2, and a portion of Parcel A into a new lot "1A"; and (ii) the BUDGET TRANSFER in the amount of \$7,800.00 from the Town Manager's Contingency, to Development Services, relating to the cost of the theater replats.

REGULAR AGENDA ITEMS

7. **CONSIDERATION** of a CERTIFICATE OF MODIFICATION to EN LLC regarding Eagles Nest Parcel 11, Lot 245; and authorizing its signature. **APPROVED**
8. **DISCUSSION WITH POSSIBLE DIRECTION TO STAFF** relating to any item included in the League of Arizona Cities and Towns weekly LEGISLATIVE BULLETIN or relating to any ACTION PROPOSED OR PENDING BEFORE THE STATE LEGISLATURE. **NO ACTION TAKEN**

9. **COUNCIL DISCUSSION/DIRECTION** to the Town Manager.

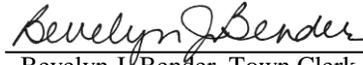
Item(s) listed below are related only to the propriety of (i) placing such item(s) on a future agenda for action or (ii) directing staff to conduct further research and report back to the Council:

i.) *None.*

10. **SUMMARY OF COUNCIL REQUESTS and REPORT ON RECENT ACTIVITIES** by the Mayor, Individual Councilmembers, and the Town Manager.

11. **ADJOURNMENT. 7:17 PM**

DATED this 10th day of March, 2016.


Bevelyn J. Bender, Town Clerk

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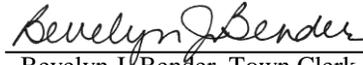
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Musical Park Update

- New name: **Rotary Community Musical Park**
- More instruments: **Increase from 12 to 14**
- New layout: **24' diameter circle**
- Additional amenities: **Shade sails, security cameras**
- Fundraising status: **50% of instruments now sponsored and funds for other amenities.**

Rotary Community Musical Park



A cooperative effort among the
Town of Fountain Hills,
Four Peaks Rotary Club, Fountain Hills Rotary Club, and
The Fountain Hills Cultural & Civic Association
Greening of Downtown

The Location

Center area of Fountain Park Playground



The Plan



The area can accommodate 14 musical instruments.

Addition of 18 trees and pathways towards center of playground.

Future locations for possible benches and additional landscaping.

Location Landscaped



Location with musical circle and shade sail





TOWN OF FOUNTAIN HILLS TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 3/17/2016

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Administration

Staff Contact Information: Bevelyn J. Bender, Town Clerk; 480-816-5115; bbender@fh.az.gov

Council Goal:

Strategic Values: Civic Responsibility

C3 Solicit feedback in decision-making

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION of approving the TOWN COUNCIL MEETING MINUTES from March 3, 2016.

Applicant: NA

Applicant Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle: A.R.S. §38-431.01

Staff Summary (background): The intent of approving previous meeting minutes is to ensure an accurate account of the discussion and action that took place at that meeting for archival purposes. Approved minutes are placed on the Town's website in compliance with state law.

Risk Analysis (options or alternatives with implications):

Fiscal Impact (initial and ongoing costs; budget status):

Budget Reference (page number):

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

Recommendation(s) by Board(s) or Commission(s):

Staff Recommendation(s): Approve

List Attachment(s): None

SUGGESTED MOTION (for Council use): Move to approve the consent agenda as listed

Prepared by:

Bevelyn J. Bender

Bevelyn Bender, Town Clerk

3/7/2016

Approved:

Grady E. Miller

Grady E. Miller, Town Manager

3/8/2016



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 3/17/2016

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Administration

Staff Contact Information: David Trimble, Admin. Services Director, 480-816-5125, dtrimble@fh.az.gov

Strategic Planning Goal: Not Applicable (NA)

Operational Priority: Not Applicable (NA)

REQUEST TO COUNCIL (Agenda Language): Consideration of re-appointing Robert Melton as Presiding Judge for a four-year term and approving the PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT.

Applicant: NA

Applicant Contact Information:

Owner:

Owner Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle: ARIZ. REV. STAT. § 22-403

Staff Summary (background): Town Council met on March 3, 2016 during an Executive Session to review the Judge's past performance and discuss the terms of a new agreement. The current agreement has been in place since April 3, 2014 and expires April 7, 2016. The new proposed agreement is set to run from April 8, 2016 through April 8, 2020.

Risk Analysis (options or alternatives with implications): Non-compliance with ARIZ. REV. STAT. § 22-403 et seq.

Fiscal Impact (initial and ongoing costs; budget status): \$70,400 per year which shall be increased by 2.5% annually, beginning with the first pay period of the Town's fiscal years during FY 2016-17, FY 2017-18, FY 2018-19, and FY 2019-2020. It has also been requested that the Town match equally any optional amount the Presiding Judge would choose to contribute to the 457 deferred compensation savings account, up to a maximum of 11% of the base yearly salary.

Budget Reference (page number): 137

Funding Source: General Fund

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: Yes

Recommendation(s) by Board(s) or Commission(s): N/A

Staff Recommendation(s): Approve

List Attachment(s): Professional Services and Employment Agreement

SUGGESTED MOTION (for Council use): Move to approve the consent agenda

Prepared by:



David Trimble, Administrative Services Director 3/9/2016

Director's Approval:



David Trimble, Administrative Services Director 3/9/2016

Approved:



Grady E. Miller, Town Manager 3/10/2016

**PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ROBERT E. MELTON
Amended and Restated March 17, 2016**

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (this “Amended Agreement”) is entered into on March 17, 2016, by and between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and Mr. Robert E. Melton (“Melton”).

RECITALS

A. Pursuant to ARIZ. REV. STAT. § 22-401 *et seq.*, the Town is required to have a municipal court, which shall be presided over by a magistrate judge (the “Presiding Judge”).

B. On April 3, 2014, the Town and Melton entered into an Agreement for employment of Melton by the Town (“the Original Agreement”) for the position of Presiding Judge of the Town of Fountain Hills Municipal Court (the “Town Court”). The Original Agreement shall remain in full force and effect through April 7, 2016.

C. The Town and Melton desire to enter into this Amended Agreement to extend the terms of employment for Melton by the Town as Presiding Judge of the Town Court.

D. This Amended Agreement is based on the Arizona Constitution’s requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties, rules of conduct and compensation during the term of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Melton hereby agree as follows:

1. Term. This Amended Agreement shall be effective on April 8, 2016, and shall remain in full force and effect through April 8, 2020, unless sooner terminated for cause as set forth in Section 5 below. After commencing his official duties, and thereafter during the term of this Agreement, Melton shall not be in the exclusive employ of the Town, but shall not accept other employment or carry out any other business that would conflict with his duties as Presiding Judge. Except as set forth in Subsection 3(A) below, any such additional duties shall be conducted outside of Melton’s regular Town Court work hours and without the use of Town resources or equipment.

2. Compensation.

A. Base Salary. Melton shall be paid, in bi-weekly installments, an annual salary of \$70,400.00 for the term of this Agreement, unless increased pursuant to this Subsection. Melton's base salary shall be increased by 2.5% annually, beginning with the first pay period of the Town's fiscal years during FY 2016-2017, FY 2017-2018, FY 2018-2019, and FY 2019-2020. Melton expressly agrees and understands that the adjustments set forth in this Subsection shall be the sole means for increases to his base salary and that no adjustments to his base salary shall occur relative to any merit increases or cost of living increases provided to Town employees as part of the Town's annual budget adoption.

B. Retirement and Deferred Compensation. Melton may, at his sole option and expense, contribute to the Town's existing ICMA-RC 457 plan account (any catch-up amounts permitted by the plan shall be made separately by Melton). Such contributions shall be in 26 equal bi-weekly installments. Additionally, the Town agrees to match equally the amounts Melton contributes to the ICMA-RC 457 plan account as permitted by law, up to a maximum of 11% of Melton's base salary. The Town further agrees to transfer ownership of Melton's plan(s), to the extent permitted by law, to any succeeding employer in the event of Melton's termination from the Town, for any reason.

C. Vacation and Sick Leave. Melton shall accrue "paid time off" at the same rate and under the same conditions applicable to other part-time Town employees.

3. Duties. Melton shall perform the duties of Presiding Judge pursuant to all laws, ordinances and rules of the State of Arizona, the Town of Fountain Hills and the Arizona Supreme Court. Without limiting the generality of the foregoing sentence Melton shall be responsible for carrying out the duties and obligations set forth in Chapter 5 of the Town Code.

A. Work Hours. Melton shall maintain reasonable work hours Monday through Thursday except for legal holidays, and shall be available as necessary during non-work hours and on Fridays, during weekends and on legal holidays to conduct initial appearances as required by law or to address other court matters requiring immediate attention; provided, however, that all time worked during a calendar week shall not be more than 25 hours, including any leave taken or holidays occurring during such time period. In the event the Town chooses to change its regular work schedule from a four-day work week to a five-day work week, Melton shall conform his work hours accordingly. The Town agrees and understands that, due to the part-time nature of the Presiding Judge position, Melton may take on other judicial assignments. In such case, Melton shall make such accommodations as necessary to ensure that any such assignments shall not conflict with his Town Court duties, including any time during which Melton is serving as a judge or pro tem judge in another court.

B. Case Adjudication. Melton shall act as Presiding Judge over all assigned court calendar dockets in a timely fashion and shall, if necessary, secure the services of an Associate Pro Tem Judge or hearing officer to facilitate the timely adjudication of cases in the Town Court.

C. Judicial Conduct. Melton shall at all times during the term of this Agreement ensure that his conduct as Presiding Judge does not violate Arizona Supreme Court Administrative Order No. 93-30 (as amended by Order No. 96-25) and any other applicable order, the Code of Judicial Conduct, Rule 45 of Rules of the Arizona Supreme Court and any other rule or law governing the conduct of judges.

D. Court Administration. Melton shall, through the Town Court Administrator, act as the chief administrative officer over the Town Court and shall abide by the Rules and Regulations of the Town, including Town Code Subsection 5-2-6, in the conduct thereof. Melton shall, through the Town Court Administrator, be responsible for administering the budget of the Town Court and for preparing and submitting for approval an annual budget in accordance with established Town procedures.

E. Community Interaction. In addition to his duties as set forth above, Melton (i) shall oversee and participate in the Town's Teen Court, including outreach to the Fountain Hills High School to recruit students, (ii) shall participate in the Court component of the Town's Citizens Academy, (iii) should conduct outreach to the Fountain Hills High School to assist with criminal law and justice studies courses and (iv) may participate in such local charitable or civic organizations as Melton determines appropriate.

4. Performance Evaluation. The Town Council shall review and evaluate Melton's performance as far in advance of the expiration of this Agreement as practicable. Melton's review and evaluation shall be based upon (A) success at fulfilling the reasonably achievable goals and performance objectives for Town Court efficiency set forth by the Town Council in its annual goal-setting retreat, (B) personnel management, including overall management style and ability to lead and direct Town Court staff and ability to supervise Town Court staff, but specifically excluding any evaluation of Melton's hiring and firing decisions with respect to individual staff members and (C) professionalism, including manner of addressing members of the public who appear in the Town Court.

5. Termination. During the term of this Agreement, Melton may be removed from office by the Town Council for cause, including violation of this Agreement. Notice of removal of office shall be delivered in writing to Melton and Melton shall have the right to request a hearing before the Town Council. Melton may terminate this Agreement and resign his appointment as Presiding Judge upon 30 days written notice to the Town Mayor.

6. Professional Development.

A. Professional Associations. The Town hereby agrees to budget for and to pay for Melton's expenses of professional and official travel, meetings, and occasions as necessary to continue his professional development and to adequately pursue necessary official functions for the Town Court.

B. Continuing Education. The Town also agrees to budget for and to pay for Melton's expenses for continuing education courses, institutes and seminars necessary for his professional development as a judge and for the good of the Town Court.

C. State Bar Dues. The Town agrees to reimburse Melton the State Bar of Arizona dues on an annual basis in the Judicial Membership Category, if said dues are paid before the State Bar of Arizona deadline of February 1st.

7. General Expenses. The Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are periodically incurred by Melton. The Town (A) agrees to reimburse or to pay said general expenses and (B) authorizes the Town Manager or authorized designee to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

8. Bonding. The Town shall bear the full cost of any fidelity or other bonds required of Melton under any law or ordinance.

9. No Reduction of Benefits. The Town shall not, at any time during the term of this Agreement, reduce Melton's salary, compensation or other financial benefits.

10. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:	Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268 Attn: Mayor
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Melton:	Robert E. Melton redact Scottsdale, Arizona 85258

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

11. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or Melton of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

12. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

13. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

14. Time of the Essence. Time is of the essence in this Agreement.

15. Assignment. This Agreement may not be assigned, in whole or in part.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

17. Amendment. No amendment or waiver of any provision in this Agreement will be binding (A) on the Town unless and until it has been approved by the Town Council and has become effective or (B) on Melton unless and until it has been executed by Melton or his authorized representative.

18. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

19. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

20. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained. The Town and its Town Council shall not

unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Agreement.

21. Conflict of Interest. This Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

22. Counsel Assistance; Fair Interpretation.

A. Counsel for Melton. Melton has either been assisted by counsel in connection with the preparation and execution of this Agreement or has chosen to forego such legal representation.

B. Counsel for Town. The Town has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

C. Fair Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

23. Records and Audit Rights. Melton's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement (all the foregoing hereinafter referred to as "Records"), to ensure that Melton is complying with the warranty under Section 24 below, shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Melton's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Melton's compliance with the Arizona employer sanctions laws referenced in Section 24 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Melton hereby waives any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Melton pursuant to this Agreement. Melton shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this section. The Town shall give Melton reasonable advance notice of intended audits.

24. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Melton warrants compliance with all federal immigration laws and regulations that relate to Town Court employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Melton's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

“MELTON”

“TOWN”

TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation



Robert E. Melton

Linda M. Kavanagh, Mayor

ATTEST:

Bevelyn J. Bender, Town Clerk



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 3/17/2016

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Community Services

Staff Contact Information: Mark C. Mayer - mmayer@fh.az.gov / (480) 816-5190

Strategic Planning Goal: Not Applicable (NA)

Operational Priority: Not Applicable (NA)

REQUEST TO COUNCIL (Agenda Language): Authorize the expenditure of \$8,000 to remove two existing disc golf tee pads and install three new ones to complete the disc golf course. Funds to come from the Fountain Park Improvements - Phase VI project's design fees of \$7000 and from the CIP Contingency of \$1,000

Applicant: N/A

Applicant Contact Information: N/A

Owner: N/A

Owner Contact Information: N/A

Property Location: N/A

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): With the final improvements recently to Fountain Park, staff is asking that the remaining funds in the project, which were not spent on the architect, be used instead to complete the last of the improvements to the disc golf course in the park. Staff have been able to make a number of improvements to the course over the years by adding new disc golf tee pads and baskets. However, there remain two disc pads that are in need of removal and three new pads to be added. The local disc golf club has performed some of the work and provided some of the funds to make improvements to the course over the last several years. The removal of the old pads and the installation of new ones will complete the pads for the course.

The cost of these improvements is \$8,000 with \$7,000 to come from the Ft. Park Capital Improvement Fund and \$1,000 from the CIP Contingency.

Risk Analysis (options or alternatives with implications):

Fiscal Impact (initial and ongoing costs; budget status): \$8,000

Budget Reference (page number):

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

Recommendation(s) by Board(s) or Commission(s):

Staff Recommendation(s): Staff is recommending approval of the expense

List Attachment(s): Site map

SUGGESTED MOTION (for Council use): Motion to approve the request as requested.

Prepared by:

NA 8/25/2015

Director's Approval:


Mark Mayer, Community Services Director 3/8/2016

Approved:


Grady E. Miller, Town Manager 3/9/2016



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 3/17/2016

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Development Services

Staff Contact Information: Paul Mood, Dev. Services Director, 480-816-5129

Strategic Planning Goal: Not Applicable (NA)

Operational Priority: Not Applicable (NA)

REQUEST TO COUNCIL (*Agenda Language*): CONSIDERATION of approving Amendment No. 1 to Brown & Associates Certified Inspection Service, Inc. contract C2016-110 for plan review, inspection and building official services in an amount not to exceed \$40,000.00.

CONSIDERATION of a BUDGET TRANSFER in the amount of \$24,000 from the Town Manager's Contingency to Development Services relating to the cost of plan review, inspection and building official services.

Applicant:

Applicant Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle:

Staff Summary (background): Due to staffing limitations the Town entered into a professional services agreement with Brown & Associates in the amount of \$29,950 to perform civil engineering plan reviews and building inspections for residential and minor commercial projects. The contracted amount has been exhausted over the first seven months of the fiscal year for plan review, inspections and meetings related to the MorningStar Assisted Living Facility.

Due to a medical issue, the Chief Building Official has been unable to perform inspections since December of 2015 and will be out for an extended period of time following a recent surgery. Brown & Associates will continue to perform civil engineering plan reviews and building inspections but will also take on building plan reviews and Chief Building Official responsibilities. The Development Services Department has previously transferred \$16,000 from facilities maintenance to cover a portion of the increase and requires an additional transfer of \$24,000 from the Town Manager's Contingency.

Risk Analysis (options or alternatives with implications):

Fiscal Impact (initial and ongoing costs; budget status):

Budget Reference (page number):

Funding Source: NA

If Multiple Funds utilized, list here: General Fund

Budgeted; if No, attach Budget Adjustment Form: No

Recommendation(s) by Board(s) or Commission(s):

Staff Recommendation(s): Staff recommends approval of the contract amendment and budget transfer as presented.

List Attachment(s): Contract C2016-110.1, Budget Transfer Form

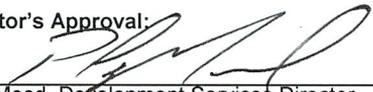
SUGGESTED MOTION (for Council use): Move to approve the contract C2016-110.1 with Brown & Associates Certified Inspection Service, Inc. in an amount not to exceed \$40,000 for plan review, inspection and building official services.

Move to approve the BUDGET TRANSFER in the amount of \$24,000 from the Town Manager's Contingency to Development Services relating to the cost of the plan review, inspection and building official services.

Prepared by:

NA _____ 3/7/2016

Director's Approval:


Paul Mood, Development Services Director _____ 3/7/2016

Approved:


Grady E Miller, Town Manager _____ 3/8/2016

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of March 17, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement dated July 1, 2015, for on-call plan review and inspection services (the "Agreement"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional on-call plan review and inspection services (the "Additional Services") by the Consultant are necessary.

C. The Town and the Consultant desire to enter into this First Amendment to increase the compensation to the Consultant for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Compensation. The Town shall increase the compensation to Consultant by \$40,000.00 for the Additional Services at the rates set forth in the Fee Proposal, attached to the Agreement as Exhibit B, resulting in an increase of the total compensation, from \$29,950.00 to an aggregate amount not to exceed \$69,950.00.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all

claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

Notary Public

(Affix notary seal here)

“Consultant”

BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICE, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared _____
_____, the _____ of BROWN & ASSOCIATES
CERTIFIED INSPECTION SERVICE, INC., an Arizona corporation, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and
acknowledged that he/she signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)



TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains - Fountain Hills, AZ 85268



03/07/2016 07:26
BBogdan

TOWN OF FOUNTAIN HILLS BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
bgament

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2016	09	16	03/03/2016		BUA INSPECTION	1	1		
1	TMAD 7010		MANAGER-ADMIN	CONTINGENCY		136,943.27	-24,000.00	112,943.27	
	100-10-10-101-100-0106-7010-			BS INSPECTIONS/PLAN REVIEWS		03/03/2016			
2	PZSAFE 6412		PLANNING-BLDG SAFETY	CONTRACTUAL SERVICES		25,000.00	24,000.00	49,000.00	
	100-20-30-402-100-0240-6412-			BS INSPECTIONS/PLAN REVIEWS		03/03/2016			
** JOURNAL TOTAL							0.00		

APPROVED: _____ DATE: _____
MAYOR



TOWN OF FOUNTAIN HILLS

16795 E. Avenue of the Fountains - Fountain Hills, AZ 85268

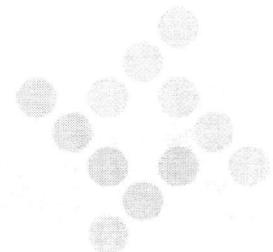
03/07/2016 07:26
BBogdan

TOWN OF FOUNTAIN HILLS
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
bgament

CLERK: BBogdan

YEAR PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2016	9	16				CONTINGENCY	5			24,000.00
BUA TMAD-7010	03/03/2016	INSPECTION				BS INSPECTIONS/PLAN REVIEWS				
BUA_PZSAFE-6412	03/03/2016	INSPECTION				CONTRACTUAL SERVICES	5	24,000.00		
						BS INSPECTIONS/PLAN REVIEWS				
						JOURNAL 2016/09/16	TOTAL	.00		.00





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 3/17/2016

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Development Services

Staff Contact Information: Robert Rodgers, Senior Planner rrodgers@fh.az.gov 480-816-5138

Strategic Planning Goal: Not Applicable (NA)

Operational Priority: Not Applicable (NA)

REQUEST TO COUNCIL (Agenda Language):

CONSIDERATION of a FINAL REPLAT for a LOT LINE ADJUSTMENT between 15477 E. Telegraph Drive and 15481 E. Telegraph Drive, aka Plat 604C, Block 9, Lots 3 and 4. (APN's 176-13-779 and 176-13-780)
CASE #S2016-01

Applicant:	Terry & Kimberly Miller	and	RG Development Inc.
Applicant Contact Information:	P.O. Box 18293 Fountain Hills, AZ		11711 N. Spotted Horse Way Fountain Hills, AZ
Owner:	Terry & Kimberly Miller	and	RG Development Inc.
Owner Contact Information:	P.O. Box 18293 Fountain Hills, AZ		11711 N. Spotted Horse Way Fountain Hills, AZ
Property Location:	15477 E. Telegraph Drive & 15481 E. Telegraph Drive, Fountain Hills		
Related Ordinance, Policy or Guiding Principle:	Fountain Hills Subdivision Ordinance , Section 2.07 Replats		

Staff Summary (background):

The applicants seek to modify the property line between their two lots in order to provide a slightly larger side yard for the Miller's existing house on lot 4. Lot 3 is vacant and the owner, RG Development Inc has agreed to the transfer. The total area being transferred between the lots is 1,505.3 sq ft.

The lots are currently zoned R1-8 and the proposed lot line adjustment maintains the zoning conformance for area and frontage on both lots.

Risk Analysis (options or alternatives with implications):

The proposal does not create any additional building lots nor does it impair the buildability of either of the two existing lots. Approval will allow the lot line adjustment and create a slightly larger side yard area for the existing house on Lot 4. Denial will require the property lines to remain as they are today.

Fiscal Impact (initial and ongoing costs; budget status): NA

Budget Reference (page number): NA

Funding Source: NA

If Multiple Funds utilized, list here: NA

Budgeted; if No, attach Budget Adjustment Form: NA

Recommendation(s) by Board(s) or Commission(s): NA

Staff Recommendation(s): Staff recommends APPROVAL of the Final Replat Lot Line Adjustment.

List Attachment(s):

- Site Location Map
- Application
- Replat Plan (1pg)

SUGGESTED MOTION (for Council use):

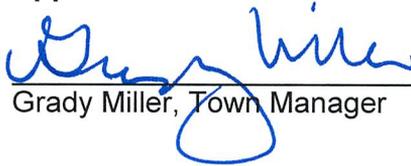
Move to APPROVE the Final Re-Plat Lot Line Adjustment between 15477 E. Telegraph Drive and 15481 E. Telegraph Drive, aka Plat 604C, Block 9, Lots 3 and 4. (APN"s 176-13-779 and 176-13-780).

CASE #S2016-01

Prepared by:

Robert Rodgers  3/7/2016
 Senior Planner Date

Approved:

 3/8/2016
 Grady Miller, Town Manager Date

Director's Approval:

 3/7/2016
 Paul Moed, Development Services Director



DO NOT write in this space - Official use only
 Filing Date 1/25/16
 Accepted By P. Wood VARP
 Fee Accepted \$500.00 CL#5518
 Case Manager Bob Rodgers

The Town of Fountain Hills

Planning & Zoning Division - APPLICATION

<input type="checkbox"/>	Abandonment (Plat or Condominium)	<input type="checkbox"/>	Appeal of Administrator's Interpretation
<input type="checkbox"/>	Area Specific Plan & Amendments	<input type="checkbox"/>	Concept Plan
<input type="checkbox"/>	Condominium Plat	<input type="checkbox"/>	Cut/Fill Waiver
<input type="checkbox"/>	Development Agreement	<input type="checkbox"/>	HPE Change or Abandonment
<input type="checkbox"/>	General Plan Amendment	<input type="checkbox"/>	Ordinance (Text Amendment)
<input type="checkbox"/>	Planned Unit Development	<input type="checkbox"/>	Preliminary / Final Plat
<input checked="" type="checkbox"/>	Replat (Lot joins, lot splits, lot line adjustments)	<input type="checkbox"/>	Special Use Permit & Amendments
<input type="checkbox"/>	Rezoning (Map)	<input type="checkbox"/>	Temporary Use Permit (Median Fee, if applicable)
<input type="checkbox"/>	Site Plan Review (vehicles sales)	<input type="checkbox"/>	Other
<input type="checkbox"/>	Variance		

PROJECT NAME / NATURE OF PROJECT:

LEGAL DESCRIPTION: Plat Name 604C Block Block 9 Lot 3+4
 PROPERTY ADDRESS: 15477 + 15481 E. Telegraph Dr
 PARCEL SIZE (Acres) 30,747 SF (0.71AC) ASSESSOR PARCEL NUMBER 176-13-779+780
 NUMBER OF UNITS PROPOSED 2 TRACTS 0
 EXISTING ZONING R1-8 PROPOSED ZONING R1-8

Applicant:
 Mrs. Terry L. Mueck Day Phone 602-721-2500
 Mr. P.O. Box 18293 City: Fountain Hills State: AZ Zip: 85269
 Ms. Address: _____ City: _____ State: _____ Zip: _____
 Email: redact

Owner
 Mrs. Some Day Phone _____
 Mr. _____
 Ms. Address: _____ City: _____ State: _____ Zip: _____

If application is being submitted by someone other than the owner of the property under consideration, the section below must be completed.

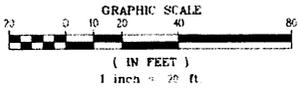
SIGNATURE OF OWNER _____ **DATE** _____
 I HEREBY AUTHORIZE _____ TO FILE THIS APPLICATION.

Subscribed and sworn before me this _____ day of _____, 20____.

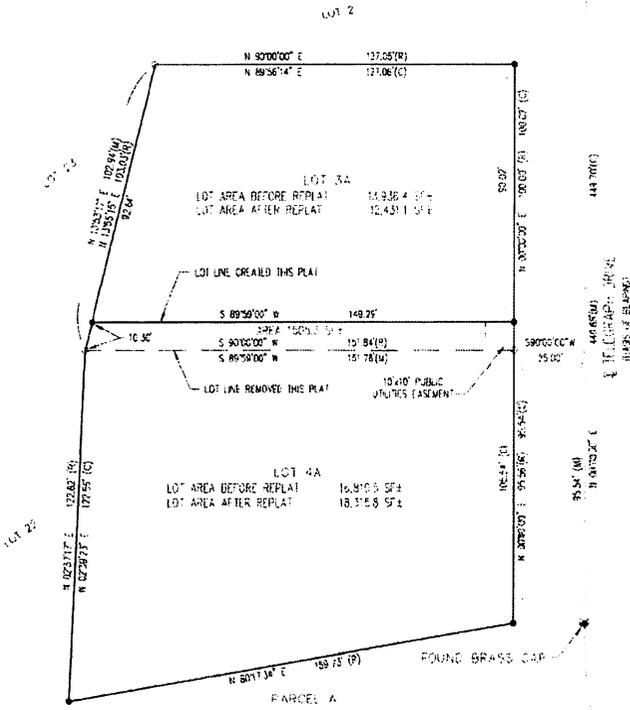
My Commission Expires _____
 Notary Public

REPLAT OF FOUNTAIN HILLS ARIZONA PLAT 604-C BLOCK 9 LOTS 3 & 4

BEING A REPLAT OF BLOCK 9, LOTS 3 & 4 OF FOUNTAIN HILLS ARIZONA FINAL PLAT NO. 604-C AS RECORDED IN BOOK 292, PAGE 47 RECORDS OF MARICOPA COUNTY RECORDER, BEING A SUBDIVISION OF A PART OF SECTIONS 16 & 21, TOWNSHIP 3 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



FOUND BRASS CAP
 GRAYSTONE DRIVE



OWNERS:

LOT 3A
 TERRY L. MILLER AND KIMBERLY S. MILLER
 P.O. BOX 18293
 FOUNTAIN HILLS, AZ 85269
 (602) 721-2500

LOT 3A
 RC DEVELOPMENT INC.
 11774 N. SPOFFORD HORSE WAY
 FOUNTAIN HILLS, AZ 85268
 (480) 231-6709

REFERENCES:

1. WARRANTY DEED PER MCR 97-0558661
2. FOUNTAIN HILLS ARIZONA REPLAT, A REPLAT OF BLOCKS 2, 3 AND 9 FINAL MAP 604-C, RECORDED IN MARICOPA COUNTY RECORDS OFFICE, BOOK 292, PAGE 47.
3. NO TITLE REPORT WAS PROVIDED FOR THE BENEFIT OF THIS REPLAT.

ASSURED WATER SUPPLY:

A CERTIFICATE OF ASSURED WATER SUPPLY AND LETTER ASSURING WATER SERVICE FOR THIS SUBDIVISION HAVE BEEN SUBMITTED TO THE TOWN OF FOUNTAIN HILLS FROM CHANDLER CITY WATER COMPANY.

LEGAL DESCRIPTION:

LOTS 3 & 4 OF FOUNTAIN HILLS ARIZONA REPLAT AS RECORDED IN BOOK 292 OF MAPS, PAGE 47 RECORDS OF MARICOPA COUNTY RECORDER.

APPROVALS

APPROVED BY THE TOWN COUNCIL, THE TOWN ENGINEER, AND THE COMMUNITY DEVELOPMENT DIRECTOR

THIS _____ DAY OF _____, 2016.

 MAYOR

 COMMUNITY DEVELOPMENT DIRECTOR

 TOWN CLERK

 TOWN ENGINEER

TOWN OF FOUNTAIN HILLS NOTE:

NO UTILITY CONSTRUCTION HAS BEEN REQUIRED AS A PART OF THIS REPLAT. OWNER SHALL CONSTRUCT ANY UTILITY WORK NEEDED CONCURRENT WITH THE FIRST BUILDING PERMIT WORK FOR EACH LOT.

DEDICATION:

STATE OF ARIZONA }
 COUNTY OF MARICOPA } S.S.

KNOW ALL MEN BY THESE PRESENTS THAT TERRY L. MILLER AND KIMBERLY S. MILLER, AN SBAHO CORPORATION, AS OWNERS, HAVE SUBMITTED UNDER THE NAME REPLAT OF FOUNTAIN HILLS ARIZONA PLAT 604-C BLOCK 9 LOTS 3 & 4, A REPLAT OF BLOCK 9, LOTS 3 & 4, BEING A REPLAT OF FOUNTAIN HILLS ARIZONA FINAL PLAT 604-C AS RECORDED IN BOOK 292, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HERETO, AND HEREBY PUBLISHES SAID PLAT AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND THE NUMBER GIVEN EACH RESPECTIVELY ON SAID PLAT. OWNERS HEREBY GRANT TO THE PUBLIC THE EASEMENTS FOR PURPOSES INDICATED ON SAID REPLAT.

IN WITNESS WHEREOF, THE DECLARANTS HAVE CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THEIR SIGNATURES BELOW.

HERETO I/AM AUTHORIZED THIS _____ DAY OF _____, 2016

TERRY L. MILLER
 KIMBERLY S. MILLER
 BY: _____
 ITS: _____
 FOR RC DEVELOPMENT INC.

ACKNOWLEDGMENT:

STATE OF _____ }
 COUNTY OF _____ } S.S.

ON THIS _____ DAY OF _____, 2016, BEFORE ME, TERRY L. MILLER PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING HIS NAME.

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

BY: _____ MY COMMISSION EXPIRES _____
 NOTARY PUBLIC

ACKNOWLEDGMENT:

STATE OF _____ }
 COUNTY OF _____ } S.S.

ON THIS _____ DAY OF _____, 2016, BEFORE ME, KIMBERLY S. MILLER PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING HIS NAME.

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

BY: _____ MY COMMISSION EXPIRES _____
 NOTARY PUBLIC

ACKNOWLEDGMENT:

STATE OF _____ }
 COUNTY OF _____ } S.S.

ON THIS _____ DAY OF _____, 2016, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED WHO ACKNOWLEDGED HIM/HERSELF TO BE AN OFFICER OF RC DEVELOPMENT INC., AN SBAHO CORPORATION, AND THAT AS SUCH OFFICER BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE COMPANY, BY HIM/HERSELF, AS SUCH OFFICER.

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

BY: _____ MY COMMISSION EXPIRES _____
 NOTARY PUBLIC

BASIS OF BEARING:

THE CENTERLINE OF TELEGRAPH DRIVE HAVING A BEARING OF NORTH, AS SHOWN ON FOUNTAIN HILLS ARIZONA REPLAT, AS RECORDED IN BOOK 292 PAGE 47, RECORDS OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

CERTIFICATION:

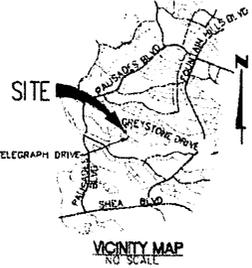
THIS IS TO CERTIFY THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HERON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER 2015, AND THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN.

REGISTERED LAND SURVEYOR RLS, INC.
 MICHAEL D. HOLLOK 45378



LEGEND:

- MCR MARICOPA COUNTY RECORDER
- (C) CALCULATED VALUE
- (M) MEASURED VALUE
- (R) RECORDED VALUE
- FOUND REBAR WITH CAP #18C99
- FOUND BRASS CAP
- SET REBAR WITH CAP RPLS # 45378



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MONTGOMERY ENGINEERING & MANAGEMENT, L.L.C.
 15716 L. PARKWAY, SUITE 100
 FOUNTAIN HILLS, ARIZONA 85268
 (480) 847-1845 fax (480) 847-0668
 e-mail: Dm@me-engineering.com

DATE	01/13/16
M.D.P.	15123
BY	15123
D.R.M.	15123
PROJECT	PLAT 604-C, BLOCK 9, LOTS 3 & 4
REPLAT	LOT 3 - 15477 E. TELEGRAPH DRIVE
	LOT 4 - 15481 E. TELEGRAPH DRIVE
	REPLAT

DRAWING NO. **1**



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 3/17/2016

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Development Services

Staff Contact Information: Bob Rodgers, Senior Planner, 480-816-5138, rrodgers@fh.az.gov

Strategic Priority: Not applicable

Council Goal: Not applicable

REQUEST TO COUNCIL:

CONSIDERATION of approving the FINAL PLAT entitled "Replat of Plat 302, Block 5, Lots 1 & 2, and Parcel A", that combines lots 1, 2, and a portion of Parcel A into a new Lot "1A".

Case # S 2016-04

CONSIDERATION of a BUDGET TRANSFER in the amount of \$7,800 from the Town Manager's Contingency to Development Services relating to the cost of the theater replat.

Applicant: The Town of Fountain Hills

Applicant Contact Information: 16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Property Location: 11437-11445 N. Saguaro Blvd
Fountain Hills, AZ 85268

Related Ordinance, Policy or Guiding Principle:
Fountain Hills Subdivision Ordinance , Section 2.07 Replats

Staff Summary (background):

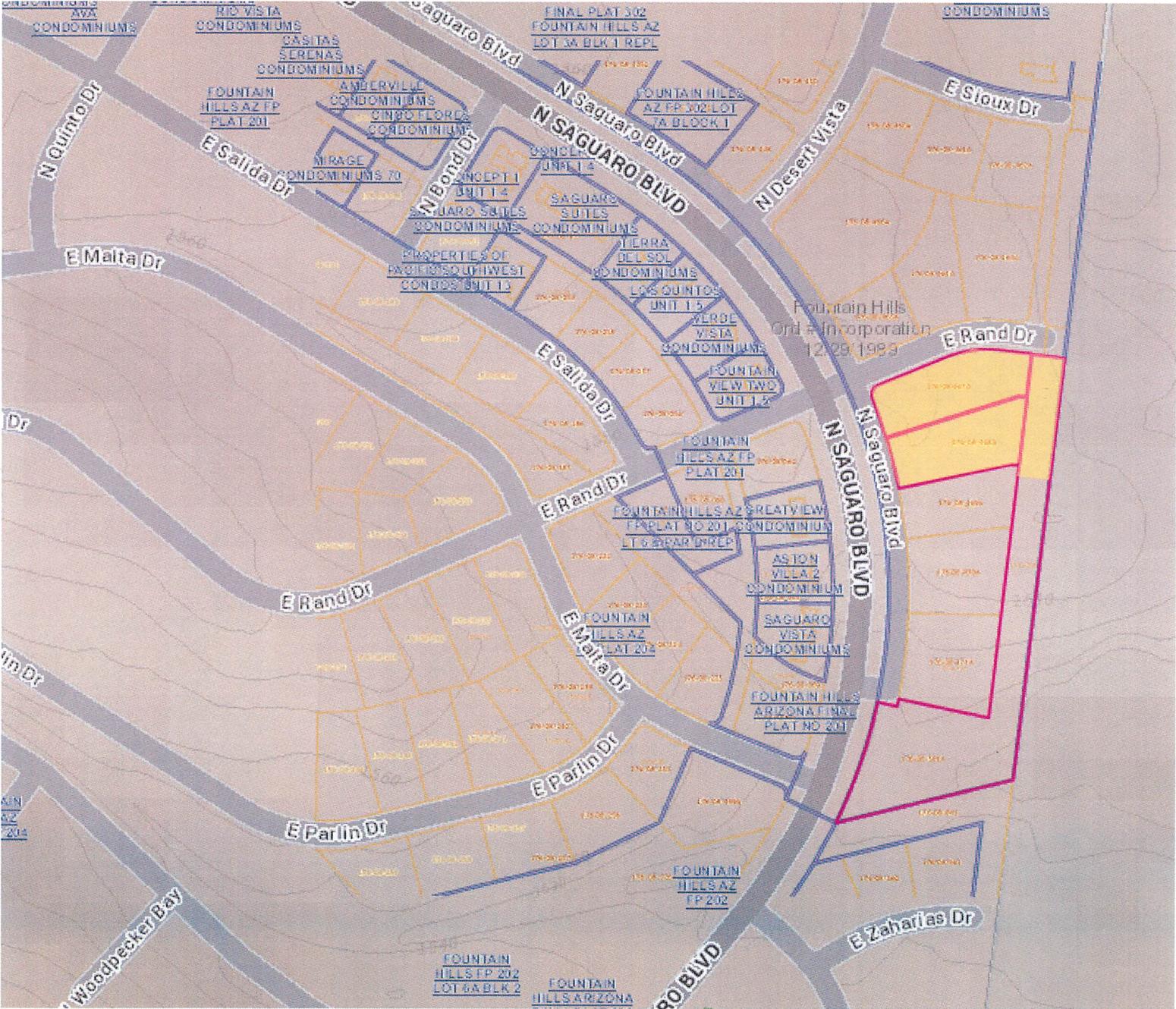
The Town is requesting this replat in order to combine lots 1 & 2 as well as a portion of Parcel A which together will become Lot 1A and contain the existing Community Theatre building and parking lot. Existing utility and access easements will remain in place. The Town is also requesting a budget transfer in the amount of \$7,800 to cover the cost of the survey plan.

Risk Analysis (options or alternatives with implications):

Approval of the re-plat will allow the Town to combine the properties which the community theatre now occupies into one lot. Disapproval will require the Town keep the existing lot configurations.

Fiscal Impact (initial and ongoing costs; budget status): NA

Location Map



REPLAT OF PLAT 302 BLOCK 5 LOTS 1 & 2 AND PARCEL A

A REPLAT OF LOTS 1 & 2 AND PARCEL A OF FOUNTAIN HILLS, ARIZONA FINAL PLAT NO. 302, BLOCK 5, AS RECORDED IN BOOK 156 OF MAPS, PAGE 45, AND RIGHT-OF-WAY ABANDONMENT PER DOCUMENT 96-0322878, RECORDS OF MARICOPA COUNTY RECORDER, BEING A SUBDIVISION OF A PART OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 6 EAST, OF THE CILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGEND:

- (C) CALCULATED
- (M) MEASURED VALUE
- (R) RECORDED VALUE PER MCR 156-45
- (R1) RECORDED VALUE PER DOC 96-0322878
- (R2) RECORDED VALUE PER DOC 2000-0344825
- APN ASSESSOR'S PARCEL NUMBER
- MCR MARICOPA COUNTY RECORDER
- DOC DOCUMENT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITIES EASEMENT
- S.W.E. SIDEWALK EASEMENT
- W.F. WALL EASEMENT
- FOUND REBAR
- FOUND REBAR WITH CAP RPLS #45378
- FOUND BOLT SPIKE
- SET REBAR WITH CAP RPLS #45378
- EASEMENT LINE

SHEET INDEX:

- 1 COVER
- 2 REPLAT

OWNER:

TOWN OF FOUNTAIN HILLS
16705 E. AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, AZ 85268
480-816-5100

REFERENCES:

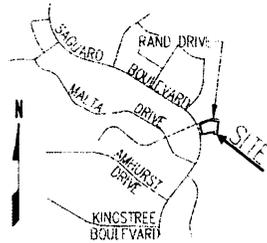
1. WARRANTY DEED PER MCR-1990-0185684
2. WARRANTY DEED PER MCR-1997-0208849
3. ALLEY ABANDONMENT PER MCR 96-0322878
4. TELEVISION CABLE EASEMENT PER MCR DOCKET 9213 PAGE 489 (BLANKET EASEMENT - NOT SHOWN)
5. TRANSMISSION LINES PER MCR DOCKET 10345 PAGE 888
6. UNDERGROUND POWER PER MCR 90-0366571
7. ACCESS EASEMENT PER MCR 7000-0044828
8. UNDERGROUND POWER PER MCR 2001-0593299
9. POWER DISTRIBUTION EASEMENT PER MCR 2010-0731139
10. UTILITY TRANSMISSION EASEMENT PER MCR 97-0208846
11. EASEMENT PER MCR 97-0208847 AND 99-0191209
12. TITLE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY #754825

ASSURED WATER SUPPLY:

A CERTIFICATE OF ASSURED WATER SUPPLY AND LETTER ASSURING WATER SERVICE FOR THIS SUBDIVISION HAVE BEEN SUBMITTED TO THE TOWN OF FOUNTAIN HILLS FROM CHAPARRAL CITY WATER COMPANY.

PARENT LEGAL DESCRIPTION:

LOTS 1 & 2 AND PARCEL A OF FOUNTAIN HILLS, ARIZONA FINAL PLAT NO. 302, BLOCK 5, AS RECORDED IN BOOK 156 OF MAPS, PAGE 45, AND RIGHT-OF-WAY ABANDONMENT PER DOCUMENT 96-0322878, RECORDS OF MARICOPA COUNTY RECORDER.



VICINITY MAP
NOT TO SCALE

APPROVALS

APPROVED BY THE TOWN COUNCIL, THE TOWN ENGINEER,
AND THE COMMUNITY DEVELOPMENT DIRECTOR.

THIS _____ DAY OF _____, 2016

MAYOR	DATE
COMMUNITY DEVELOPMENT DIRECTOR	DATE
TOWN CLERK	DATE
TOWN ENGINEER	DATE

BASIS OF BEARING:

THE EAST LINES OF FOUNTAIN HILLS ARIZONA FINAL PLAT NO. 302, AS RECORDED IN MCR BOOK 156 PAGE 45, MORRISIDE AT LAKEVIEW VILLAGE PHASE 2, AS RECORDED IN MCR BOOK 371 PAGE 34, PUERTO DEL LAGO AS RECORDED IN MCR BOOK 355 PAGE 16, AND FINAL REPLAT OF TRACT C TRACT H AND TRACT P DANMONTE DEL LAGO AS RECORDED IN MCR BOOK 561 PAGE 21, SAID LINE BEING ALSO THE EAST BOUNDARY OF THE TOWN OF FOUNTAIN HILLS, FROM A 1" PIPE 91.87 FEET SOUTHWESTERLY FROM THE INTERSECTION OF SAID LINE WITH THE CENTERLINE OF RAND DRIVE TO A G.D. BRASS CAP 2112.82 FEET NORTHEAST THEREOF, HAVING A BEARING OF NORTH 06 DEGREES 36 MINUTES 08 SECONDS EAST, AS SHOWN HEREON.

TOWN OF FOUNTAIN HILLS NOTE:

NO UTILITY CONSTRUCTION HAS BEEN REQUIRED AS A PART OF THIS REPLAT. CONSTRUCT ANY UTILITY WORK NEEDED CONCURRENT WITH THE FIRST BUILDING PERMIT WORK FOR EACH LOT.

ASSURANCE STATEMENT:

NO SUBDIVISION IMPROVEMENTS HAVE BEEN REQUIRED FOR THIS REPLAT. NO ASSURANCE HAS BEEN REQUIRED FOR THIS REPLAT.

DEDICATION:

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

KNOW ALL MEN BY THESE PRESENTS THAT THE TOWN OF FOUNTAIN HILLS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME REPLAT OF PLAT 302 BLOCK 5 LOTS 1 & 2 AND PARCEL A, A REPLAT OF LOTS 1 & 2 AND PARCEL A OF FOUNTAIN HILLS, ARIZONA FINAL PLAT NO. 302 AS RECORDED IN BOOK 156 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATED HEREON, AND HEREBY PUBLISHES SAID PLAT AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND THE NUMBER GIVEN EACH RESPECTIVELY ON SAID PLAT. OWNER HEREBY GRANTS TO THE PUBLIC THE EASEMENTS FOR PURPOSES INDICATED ON SAID REPLAT.

IN WITNESS WHEREOF, THE DECLARANT HAS CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE TOWN MANAGER AND ATTESTATION OF THE TOWN CLERK BELOW.

HEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____ 2016

GRADY MILLER, TOWN MANAGER

TOWN CLERK

ACKNOWLEDGMENT:

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS _____ DAY OF _____, 2016, BEFORE ME, GRADY MILLER PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING HIS NAME.

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

BY: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC

ACKNOWLEDGMENT:

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS _____ DAY OF _____, 2016, BEFORE ME, _____ PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING HIS/HER NAME.

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

BY: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC

CERTIFICATION:

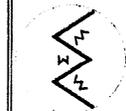
THIS IS TO CERTIFY THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY 2016, AND THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THE WORKMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN.

REGISTERED LAND SURVEYOR R.L.S. NO. 45378
MICHAEL D. POLLOCK



NO.	DATE	DESCRIPTION

MONTGOMERY
ENGINEERING & MANAGEMENT, LLC
16716 E. PARKVIEW AVE. SUITE 204
FOUNTAIN HILLS, ARIZONA 85268
(480) 837-1945 fax (480) 837-9668
e-mail: Doves@VMIAZ.com



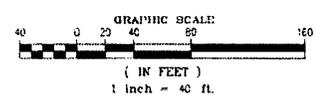
TOWN OF FOUNTAIN HILLS
 REPLAT OF PLAT 302, BLOCK 5,
 LOTS 1, 2 & PARCEL "A"
 11445 N. SAGUARO BLVD.
 11437 N. SAGUARO BLVD.

Sheet No. KSM	Date 12-30-2015	Project No. 15126	Notes AS NOTED
checked by: DRM			

DRAWING NO.
1012

**REPLAT OF PLAT 302 BLOCK 5
LOTS 1 & 2 AND PARCEL A**

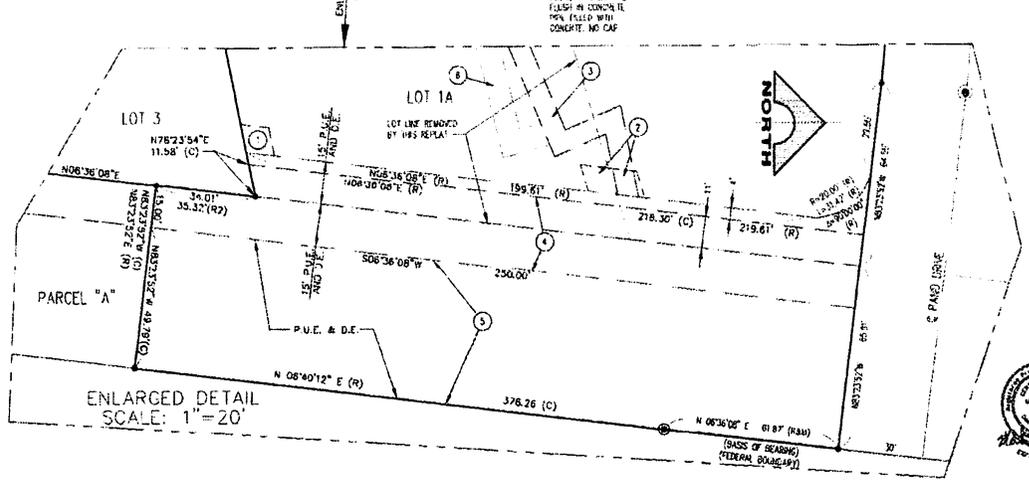
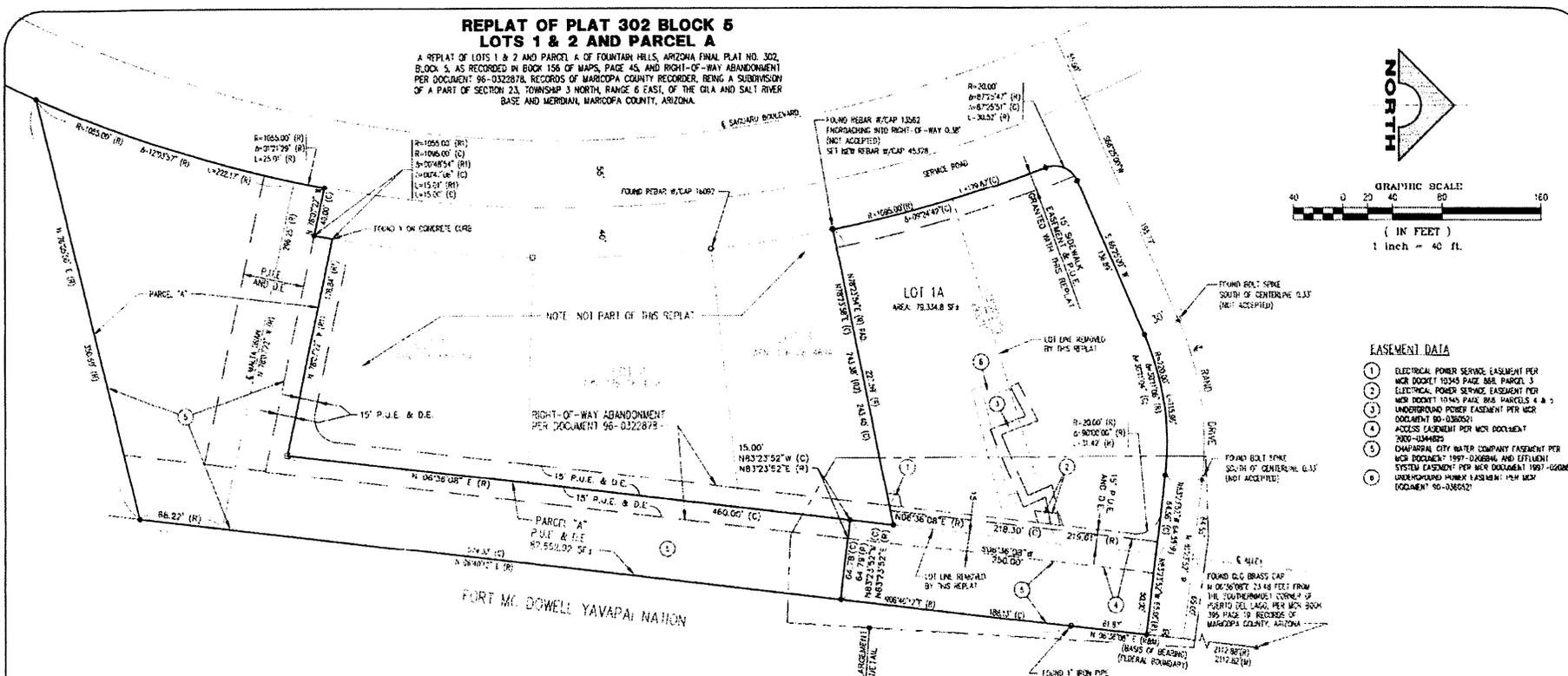
A REPLAT OF LOTS 1 & 2 AND PARCEL A OF FOUNTAIN HILLS, ARIZONA FINAL PLAT NO. 302, BLOCK 5, AS RECORDED IN BOOK 156 OF MAPS, PAGE 45, AND RIGHT-OF-WAY ABANDONMENT PER DOCUMENT 96-0322876 RECORDS OF MARICOPA COUNTY RECORDER, BEING A SUBDIVISION OF A PART OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



EASEMENT DATA

- ① ELECTRICAL POWER SERVICE EASEMENT PER MCR DOCKET 19345 PAGE 566 PARCEL 3
- ② ELECTRICAL POWER SERVICE EASEMENT PER MCR DOCKET 19345 PAGE 566 PARCELS 4 & 5
- ③ UNDERGROUND POWER EASEMENT PER MCR DOCUMENT 80-038052
- ④ ACCESS EASEMENT PER MCR DOCUMENT 2000-034889
- ⑤ CHANDLER CITY WATER COMPANY EASEMENT PER MCR DOCUMENT 1997-048896 AND EFFLUENT SYSTEM EASEMENT PER MCR DOCUMENT 1987-028847
- ⑥ UNDERGROUND PARKING EASEMENT PER MCR DOCUMENT 90-036552

- LEGEND:**
- (C) CALCULATED
 - (M) MEASURED VALUE
 - (R) RECORDED VALUE PER MCR 156-45
 - (R1) RECORDED VALUE PER DOC SA-0322876
 - (R2) RECORDED VALUE PER DOC 2000-0344825
 - (R7) RECORDED VALUE PER DOC 2000-0344825
 - APH ASSESSOR'S PARCEL NUMBER
 - MCR MARICOPA COUNTY RECORDER
 - DOC DOCUMENT
 - D.E. DRAINAGE EASEMENT
 - P.U.E. PUBLIC UTILITIES EASEMENT
 - S.W.E. SEWER EASEMENT
 - W.E. WALK EASEMENT
 - FOUND REBAR
 - FOUND REBAR WITH CAP RPLS #6@3/8
 - FOUND BOLT SPIKE
 - SET REBAR WITH CAP RPLS #4@3/8
 - EASEMENT LINE



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MONTGOMERY ENGINEERING & MANAGEMENT, L.L.C.
 16716 E. PARKVIEW AVE., SUITE 204
 FOUNTAIN HILLS, ARIZONA 85268
 (480) 837-1845 fax (480) 837-8668
 e-mail: Dave@MOMAZ.com

TOWN OF FOUNTAIN HILLS
 REPLAT OF PLAT 302, BLOCK 5,
 LOTS 1, 2 & PARCEL "A"
 11445 N. SAGUARO BLVD.
 11437 N. SAGUARO BLVD.

DRAWING NO. **2012**



TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains - Fountain Hills, AZ 85268

02/22/2016 10:52
BBogdan

TOWN OF FOUNTAIN HILLS BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
bgament

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2016	07	8	01/05/2016		BUA CT REPLAT	1	1		
1	TMAD	7010	MANAGER-ADMIN	CONTINGENCY		136,943.27	-7,800.00	129,143.27	
	100-10-10-101-100-0106-	7010-		COMM THEATER REPLAT		01/05/2016			
2	FACCT	6402	FACILITIES-COM THEATER	PROFESSIONAL FEES		.00	7,800.00	7,800.00	
	100-20-30-303-600-0250-	6402-		COMM THEATER REPLAT		01/05/2016			
							** JOURNAL TOTAL	0.00	

APPROVED: _____ DATE: _____
MAYOR



TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains - Fountain Hills, AZ 85268

02/22/2016 10:52
BBogdan

TOWN OF FOUNTAIN HILLS
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
bgamdent

CLERK: BBogdan

YEAR PER JNL
SRC ACCOUNT
EFF DATE

JNL DESC
REF 1 REF 2 REF 3

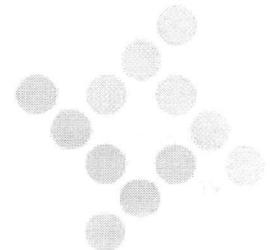
ACCOUNT DESC
LINE DESC

T OB

DEBIT

CREDIT

2016	7	8								
BUA	TMAD-7010					CONTINGENCY	5			7,800.00
	01/05/2016	CT REPLAT				COMM THEATER REPLAT				
BUA	FACCT-6402					PROFESSIONAL FEES	5	7,800.00		
	01/05/2016	CT REPLAT				COMM THEATER REPLAT				
						JOURNAL 2016/07/8	TOTAL		.00	.00



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MONTGOMERY ENGINEERING & MANAGEMENT, L.L.C.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of December 21, 2015, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Montgomery Engineering & Management, L.L.C., an Arizona limited liability company (the "Consultant").

RECITALS

- A. Pursuant to Section 7.1 of the Town Procurement Policy and 3-3-16 of the Town Code, the Town may directly select consultants for professional and technical services.
- B. The Consultant possesses the specific skill and experience required to perform surveying and engineering services for the Fountain Hills Community Theater replat (the "Services").
- C. The Town desires to enter into an Agreement with the Consultant to perform the Services, as more particularly set forth in Section 2 below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

- 1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 31, 2016, unless terminated as otherwise provided in this Agreement.
- 2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.
- 3. Compensation. The Town shall pay Consultant an amount not to exceed \$7,800.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as part of Exhibit A.
- 4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. The contract number must be referenced on all invoices.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do

business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be

applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$500,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$500,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or

work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$500,000 each claim and \$1,000,000 annual aggregate.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the

Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the Maricopa County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.9 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.10 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.11 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.12 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.13 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.15 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S.

Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Consultant: Montgomery Engineering & Management, L.L.C.
16716 East Parkview Avenue, Suite 204
Fountain Hills, Arizona 85268
Attn: Dave Montgomery

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.16 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.18 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead

allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work or the Fee Proposal, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Grady E. Miller

Grady E. Miller, Town Manager

ATTEST:

Beverlyn J. Bender

Beverlyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 30, 2015, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



Jennifer Lyons
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MONTGOMERY ENGINEERING & MANAGEMENT, L.L.C.

[Scope of Work and Fee Proposal]

See following page.

Scope of Work and Fee Proposal

Replat to join Plat 302 Block 5 Lots 1, 2 and a portion of Tract A.

Boundary survey of Lots 1 and 2 plus Tract A and set and cap any missing corners. A replat drawing will be prepared showing the existing monuments found and the new lot layout that joins all of Lots 1 and 2 and a portion of Tract A. Existing easements will be shown based on a title report by a Title Company. A mylar of the final plat will be provided to the Town.

We estimate the work will include the following:

Field survey work to locate existing boundaries for 3 lots/parcels:	\$2,300.00
Office work to review the title report and meet with Town:	1,000.00
Office work by surveyor on field data and review plat:	900.00
Office work CAD technician to draw replat:	1,700.00
Field set any missing property corners:	1,000.00
Mylar and printing:	<u>100.00</u>
Subtotal:	\$7,000.00
First American Title special non-insured title report on the 3 parcels (estimate):	<u>800.00</u>
Total:	\$7,800.00

NOTE: Town replat and recording fees are not included.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GOLUCCI INSURANCE GROUP 17008 E Enterprise Drive Suite 5 Fountain Hills, AZ 85268	CONTACT NAME: Wendy S. Dahlmann	
	PHONE (A/C, No, Ext): (480) 203-2960	FAX (A/C, No): (480) 816-0409
	E-MAIL ADDRESS: Wendy@cisarizona.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED Montgomery Engineering & Management, LLC 16716 E. Parkview Ave. Suite 204 Fountain Hills, AZ 85268 480-837-1845	INSURER A:	CONTINENTAL CASUALTY COMPANY 35289
	INSURER B:	Hartford Casualty Insurance Company 29424
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		4024301109	12/01/15	12/01/16	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY			59UEC4632K2	12/01/15	12/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						BODILY INJURY (Per accident) \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder: Town of Fountain Hills, it's agents, representatives, officers, directors, officials and employees are additional insureds as respects to General Liability and Auto Liability if required in a written contract. Waiver of Subrogation applies to General Liability, Auto Liability if required in a written contract. The general liability is primary if required by a written contract.

CERTIFICATE HOLDER	CANCELLATION
Town of Fountain Hills (2) 16705 E Avenue of the Fountains Fountain Hills, AZ 85268	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	<i>Gregory R. Golucci</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability

due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

10020000940243011094279



- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.**

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
 - (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

7. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- 1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- b. The following is added to Exclusions, **Section B.:**

1002000094024301094280



(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 3/17/2016

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Development Services

Staff Contact Information: Randy Harrel, Town Engineer; 480-816-5112; e-mail: rharrel@fh.az.gov

Strategic Planning Goal: Not Applicable (NA)

Operational Priority: Not Applicable (NA)

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION of a CERTIFICATE OF MODIFICATION to EN LLC regarding Eagles Nest Parcel 11, Lot 245; and authorizing its signature.

Applicant: EN LLC (d/b/a EN at Fountain Hills LLC)(a related entity to MCO Properties)

Applicant Contact Information: Francisco J. Lopez (P: 480.837.9660; C: 480.204.6407;

E-mail: flopez@mcoproperties.com)

MCO Properties, Inc.

13620 N. Saguaro Blvd., Suite 200

Fountain Hills, AZ 85268

Owner: same

Owner Contact Information: same

Property Location: Eagles Nest, Lot 245 (16005 N. Mountain Parkway)

Related Ordinance, Policy or Guiding Principle: Resolution No. 2014-08, "The Final Settlement Agreement, Amended and Restated May 1, 2014, between the Town of Fountain Hills and MCO Properties, Inc., EN, LLC and Adero Canyon, LLC" (hereinafter the "Revised Settlement Agreement")

Staff Summary (background): Paragraph F of the Recitals in the Revised Settlement Agreement stated the background for the exchange of Tract E (now renamed as Lot 235) from the Town to MCO (in exchange for the "New Town Lot" near the intersection of Fountain Hills Blvd. and Shea Blvd.); and Paragraphs 1 through 1.4 provided the specifics of that lot exchange (see cover and pages 1-4, attached).

Tract E was deeded by the Town of Fountain Hills to EN LLC on March 5, 2015, and was recorded at MCR 20150186350 (attached).

This document fulfills the specifics of the Revised Settlement Agreement regarding that lot exchange (regarding Tract E).

The Town Attorney has reviewed this CERTIFICATE, and directed that this item be placed on the Town Council's Consent Agenda.

The CERTIFICATE OF MODIFICATION is written for signature by the Town Engineer. Approval of this agenda item will authorize that signature.

Risk Analysis (options or alternatives with implications): This document is needed to fulfill the requirements of the previously approved, above-noted Final Settlement Agreement.

Fiscal Impact (initial and ongoing costs; budget status): None.

Budget Reference (page number): N/A

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

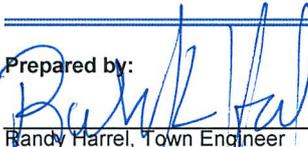
Recommendation(s) by Board(s) or Commission(s): N/A

Staff Recommendation(s): Staff recommends approval.

List Attachment(s): Certificate of Modification; Deed for Tract E (from Town to EN LLC) - MCR 20150186350; Resolution 2014-08, the "... Final Settlement Agreement ..." (cover & pages 1-4); Final Plat of 'Eagles Nest Parcel 11' (sheets 1 and 4; with Tract E highlighted); Aerial photo contour map of Lot 245.

SUGGESTED MOTION (for Council use): Move to approve the Certificate of Modification to EN LLC regarding Eagles Nest Parcel 11, Lot 245; and authorizing its signature.

Prepared by:


Randy Harrel, Town Engineer 3/7/2016

Director's Approval:


Paul Mood, Development Services Director 3/7/2016

Approved:


Grady E. Miller, Town Manager 3/7/2016

When recorded, return to:
EN LLC d/b/a EN at Fountain Hills LLC
13620 North Saguaro Boulevard
Suite 200
Fountain Hills AZ 85268

Attn: Cassie Hansen

CERTIFICATE OF MODIFICATION

This is to certify that a minor modification is required for the FINAL PLAT OF "EAGLES NEST PARCEL 11" a subdivision recorded in Book 831 of Maps at Page 17, Maricopa County Records, Maricopa County, Arizona.

EN LLC d/b/a EN at Fountain Hills LLC, a Delaware limited liability company, as Owner, recorded a Final Plat of Eagles Nest Parcel 11, in Book 831, Page 17, as Instrument No. 2006-0525561 in the Official Records of Maricopa County Recorder, Maricopa County, Arizona, which was modified by (i) an Affidavit of Change recorded as Instrument No. 20061030515 in the Official Records of Maricopa County Recorder, Maricopa County, Arizona; (ii) an Affidavit of Change recorded as Instrument No. 20061030516 in the Official Records of Maricopa County Recorder, Maricopa County, Arizona; (iii) an Affidavit of Correction recorded as Instrument No. 20061386465 in the Official Records of Maricopa County Recorder, Maricopa County, Arizona; and (iv) an Affidavit of Change recorded as Instrument No. 20070495823 in the Official Records of Maricopa County Recorder, Maricopa County, Arizona (collectively, the "Plat").

The Plat currently provides as follows: (i) the conveyance and dedication language states that "THE OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN OF FOUNTAIN HILLS TRACT "E" FOR A FIRE STATION" (the "Applicable Dedication Language"), (ii) Tract E is designated as a "POTENTIAL FUTURE FIRE STATION," and (iii) the "Area" chart identifies Tract E and in the disturbance section identifies the allocated disturbance as "N/A FIRE STATION."

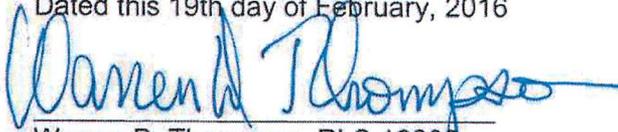
Pursuant to a Settlement Agreement with the Town of Fountain Hills dated May 1, 2014, recorded as Instrument No. 2014-0314508 in the Official Records of Maricopa County Recorder, Maricopa County, Arizona, the area designated on the Plat as Tract E is now to be identified as a separate lot and the use of that lot is to be changed from a potential fire station to a new Eagles Nest lot to be used for single family residential purposes.

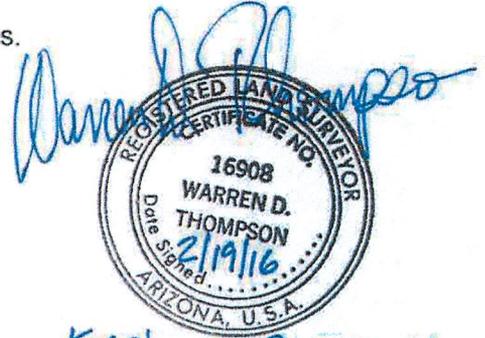
Accordingly the following changes are hereby made to the Plat:

1. The Applicable Dedication Language is hereby deleted.
2. The area currently shown as Tract E designated for a Potential Fire Station is hereby modified to identify that tract as Lot 245.
3. The Area chart on the Plat is hereby modified to rename Tract "E" as Lot 245 and to state that the allocated disturbance for Lot 245 shall be 22,700 square feet.
4. Note 5 is hereby added to the Plat as follows: The driveway location for Lot 245 shall be permitted in non-conformance with the Town's "Driveway Policy" with respect to proximity to bridges. Utility stub outs for this Lot are within 100 feet of a bridge and a driveway shall be permitted proximate to these utilities within the 100 foot-restriction.

This Certificate of Modification is being made to effect these changes.

Dated this 19th day of February, 2016


Warren D. Thompson, RLS 16908



APPROVAL:

This Certificate of Modification is approved by the Town of Fountain Hills Engineer.

Dated this ____ day of _____, 2016

Randy Harrel, Town Engineer

When Recorded Return To:

1426808279931-3-1-1--
sarabiam

EN LLC
13620 N. SAGUARO
SUITE 200
FOUNTAIN HILLS AZ 85268
ATTENTION: JEREMY HALL

EXEMPT FROM AFFIDAVIT OF PROPERTY VALUE PURSUANT TO ARIZ.REV.STAT. §11-1134(A)(3)

SPECIAL WARRANTY DEED
(TRACT E OF EN PARCEL 11 – OLD FIRE STATION)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Town of Fountain Hills, an Arizona municipal corporation ("Grantor"), hereby grants and conveys to EN LLC, a Delaware limited liability company, having an address at 13620 N. Saguaro Boulevard, Suite 2000, Fountain Hills, AZ 85268 ("Grantee"), the following described property located in Maricopa County, Arizona (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference (the "Property").

SUBJECT TO all taxes and other assessments, reservations, patents, easements, covenants, conditions, restrictions, reservations, rights, rights-of-way, obligations and liabilities that may appear of record, rights or claims of parties in possession and easements or claims of easements not shown by the public records; encroachments, roadways, overlaps, conflicts in boundary line, shortages in area and other matters which would be disclosed by a survey or inspection of the Property; unpatented mining claims; and all Federal, State, County, District and local laws, ordinances, regulations, zoning codes and the like as the same now exist and as may hereafter be established or amended.

GRANTEE BY ACCEPTANCE OF THIS DEED SPECIFICALLY ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES, COVENANTS OR REPRESENTATIONS TO GRANTEE, EITHER EXPRESS OR IMPLIED, OF ANY NATURE OR KIND OR VALUE, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

GRANTOR hereby binds itself and its successors to warrant and defend the title, as limited above, against the acts of the Grantor and no other, subject to the matters set forth above.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed this 5 day of March, 2015.

“Grantor”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

By: Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On March 5 2015 2015, before me personally appeared Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document on behalf of the Town of Fountain Hills.



Nancy A. Walter
Notary Public

(Affix notary seal here)

EXHIBIT "A"

TRACT "E" OF EAGLES NEST PARCEL 11, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 831 OF MAPS, PAGE 17, AND AFFIDAVIT OF CHANGE RECORDED AS 2006-1030515, AS 2006-1030516 AND AS 2007-0495823 AND AFFIDAVIT OF CORRECTION RECORDED AS 2006-1386465, ALL OF OFFICIAL RECORDS.

EXCEPT ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZERS OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, IN, ON, OR UNDER THE PROPERTY, AS RESERVED ON DEED RECORDED DECEMBER 30, 1993 AS 93-0921340, OF OFFICIAL RECORDS;

EXCEPT ALL UNDERGROUND WATER IN, UNDER OR FLOWING THROUGH SAID PROPERTY AND WATER RIGHTS APPURTENANT THERETO, AS RESERVED ON DEED RECORDED DECEMBER 30, 1993 AS 93-0921340, OF OFFICIAL RECORDS.

Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

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RES1408SetfhMCO-109-1-1--
Palumboa

Development Services Department

RESOLUTION NO. 2014-08

**APPROVING THE FINAL SETTLEMENT
AGREEMENT, AMENDED AND RESTATED
MAY 1, 2014, BETWEEN THE TOWN OF
FOUNTAIN HILLS AND MCO PROPERTIES,
INC., EN, LLC AND ADERO CANYON, LLC.**

**QUITCLAIM SIGNED ON MAY 13, 2014,
REFERENCED AND RECORDED BY
SEPARATE DOCUMENT**



**DO NOT REMOVE
This is part of the official document.**

RESOLUTION NO. 2014-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING THE FINAL SETTLEMENT AGREEMENT, AMENDED AND RESTATED MAY 1, 2014, BETWEEN THE TOWN AND MCO PROPERTIES INC., EN LLC AND ADERO CANYON LLC.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

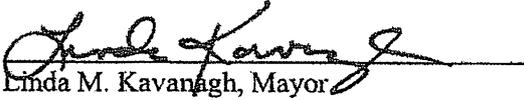
SECTION 1. The Final Settlement Agreement, Amended and Restated May 1, 2014, between the Town of Fountain Hills and MCO Properties Inc., EN LLC and Adero Canyon LLC (the "Agreement"), is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, May 1, 2014.

FOR THE TOWN OF FOUNTAIN HILLS:

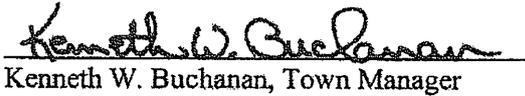
ATTESTED TO:

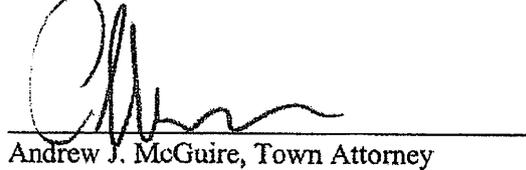

Linda M. Kavanagh, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Kenneth W. Buchanan, Town Manager


Andrew J. McGuire, Town Attorney

20140314508

EXHIBIT A
TO
RESOLUTION NO. 2014-08

[Amended and Restated Agreement]

See following pages.

FINAL SETTLEMENT AGREEMENT
Amended and Restated May 1, 2014

THIS AMENDED AND RESTATED FINAL SETTLEMENT AGREEMENT (this "Restated Agreement") dated May 1, 2014 (the "Effective Date"), is between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), MCO Properties Inc., a Delaware corporation, successor-in-interest to MCO Properties L.P. d/b/a MCO Properties Limited Partnership, a Delaware limited partnership doing business in the State of Arizona ("MCO"), EN LLC d/b/a EN at Fountain Hills LLC, a Delaware limited liability company ("Eagles Nest") and Adero Canyon LLC, a Delaware limited liability company ("Adero"). The Town, MCO, Eagles Nest and Adero are each referred to individually as a "Party" and collectively as the "Parties." MCO, Eagles Nest and Adero are collectively referred to as the "Developer Parties."

RECITALS

A. The Town and MCO are Parties to a Final Settlement Agreement dated December 4, 2001 (the "Original Agreement") that (i) resolved litigation between MCO and the Town and (ii) governed the development of two parcels of real property: (i) approximately 431.20 acres as described on Exhibit A-1 and depicted on Exhibit A-2, both attached hereto (the "Eagle Ridge North Property"); and (ii) approximately 485.53 acres as described on Exhibit B-1 and depicted on Exhibit B-2, both attached hereto (the "Eagles Nest Property"). The Eagle's Nest Property and rights pertaining thereto were conveyed by MCO to Eagles Nest and the Eagle Ridge North Property and rights pertaining thereto were conveyed to Adero. Accordingly, Eagles Nest and Adero have the rights hereunder as they pertain to their respective portions of the Property. The Eagle Ridge North Property and the Eagles Nest Property are collectively referred to herein as the "Property."

B. The Original Agreement was amended by a Final Settlement Agreement Addendum dated April 3, 2003, to modify the date for construction of Eagle Ridge Drive to the date a certificate of occupancy is issued for a home in Eagle Ridge North, and a First Amendment to Final Settlement Agreement dated October 6, 2011, to modify the "Initial Vesting Period" for the Property. The Original Agreement, as amended by the Addendum and First Amendment described above, is referred to as the "Agreement."

C. The dispute that necessitated the settlement evidenced by the Agreement has been resolved, all of the "Conditions" as defined in the Agreement have been satisfied, all of the "Pending Actions" described in Section 2 of the Agreement have been resolved by the appropriate court actions, the Town has acquired the approximately 354 acre parcel of land adjacent to the Property and referred to as the "New Preserve Land" and paid the "Purchase Price" and all other matters relating to such Pending Actions have been concluded. However, the Agreement continues to govern the development of the Property.

D. The Eagle Ridge North Property referred to in the Agreement has been renamed as "Adero Canyon." Accordingly, all references to what was previously named the Eagle Ridge North Property shall be referred to in this Restated Agreement as the Adero Canyon Property.

The Adero Canyon Property is now owned by Adero, and the Eagles Nest Property is now owned by Eagles Nest.

E. Adero has (i) applied for Planned Area Development ("PAD") rezoning of approximately 80 acres of Adero Canyon, to allow for conversion of 52 single-family, custom lots into 31 semi-custom single-family lots, 44 attached "Townhome" lots and 120 Condominium units (the "Adero Canyon PAD"), resulting in an increase in Adero Canyon of 173 dwelling units to a total of 343 and (ii) requested other modifications to the Agreement. As used in this Restated Agreement, all references to "Adero Canyon PAD" shall mean the exhibit to the Town-Council approved ordinance that adopts the PAD zoning for Adero Canyon, including all stipulations, alterations and conditions included as part of its approval (the "PAD Rezoning Ordinance"). The Parties agree and understand that all items submitted in Adero's PAD application, and the letters, comments and other materials explaining or discussing that application, including MCO's January 22, 2014, PAD Application brochure, are of no force and effect, and that Adero, MCO and the Town shall look solely to the Town's regulations, the PAD Rezoning Ordinance and this Restated Agreement with respect to the zoning regulations for Adero Canyon. To the extent of any conflict between the PAD Rezoning Ordinance, this Restated Agreement and the Town's regulations, the PAD Rezoning Ordinance shall control first, then this Restated Agreement and then the Town's regulations.

F. The Town has requested that MCO (i) convey to the Town the property identified as Maricopa County Assessor's Parcel No. 176-13-617W, as more particularly described and depicted on Exhibit C, attached hereto and incorporated herein by reference (the "New Town Lot"), in exchange for a conveyance by the Town to Eagles Nest of Tract E identified on the Final Plat for Eagles Nest Parcel 11 ("Tract E") which was originally conveyed to the Town for potential use as a fire station and the use of which would be modified to a single family residential lot (the "New Eagles Nest Lot") and (ii) release and quitclaim to the Town all deed restrictions and reversionary rights retained by MCO pertaining to the real and personal property located at 11445 N. Saguaro Boulevard. The Parties have agreed to this exchange of real property for their mutual benefit and, accordingly, the Parties have agreed to modify the Agreement and the Eagles Nest Final Plat to provide for a change in the use of Tract E into the New Eagles Nest Lot and modification of the applicable documents so that Tract E benefits from all entitlements applicable to all other single family residential lots in the Eagles Nest subdivision.

G. Eagles Nest has constructed a substantial portion of the Eagles Nest Property, and it is the Parties' intent that Eagles Nest continue development of the Eagles Nest Property as contemplated by the Agreement, and that nothing in this Restated Agreement shall affect Eagles Nest or the Eagles Nest Property, except that the total lot count and overall disturbance shall be increased to permit the use of the New Eagles Nest Lot as a lot for construction of a single-family residence and the related provisions pertaining the New Eagles Nest Lot.

H. In addition to and as a result of the Adero Canyon PAD, Adero Canyon is to be replatted and the existing right-of-way for Eagle Ridge Drive, which was dedicated to the Town as part of the master plat for Adero Canyon, MCR # 2001-1201370, dated December 20, 2001 (the "Existing Final Master Plat"), must be abandoned by the Town. The final master plat and

all final parcel plats for Adero Canyon shall be consistent with the Adero Canyon PAD and the new preliminary master plat approved concurrently with the PAD Rezoning Ordinance and the execution of this Restated Agreement (the "New Preliminary Master Plat"). Accordingly, the Town and Adero have agreed to modify the Agreement to accommodate the changes consistent with the new Preliminary Master Plat and Adero Canyon PAD. Adero shall also coordinate with the City of Scottsdale regarding the abandonment and rededication of the bicycle path near Eagle Ridge Drive.

L. Upon its approval and execution, this Restated Agreement shall be deemed to replace and supersede the Agreement and the McDowell Preserve Settlement Agreement dated June 27, 2001.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Developer Parties hereby agree as follows:

1. Lot Exchange.

1.1 Town Approvals. The Town shall approve a modification to the Eagles Nest Final Plat without fees payable by MCO or Eagles Nest to the Town and without any stipulations that are not already contained in the existing approved subdivision, such that the use of Tract E shall be changed from fire station use to use as the New Eagles Nest Lot, and record the amendment to the Eagles Nest Final Plat in the records of the Maricopa County Recorder's Office. MCO will prepare at its sole cost and submit to the Town the revised final plat for Parcel 11 and other documentation necessary to effect this modification.

1.2 Benefits to New Eagles Nest Lot. All rights and benefits under the Agreement and the guidelines, standards and agreements that govern the development of all other single family residential lots in the Eagles Nest subdivision shall apply to the New Eagles Nest Lot as though it was originally platted as a single family residential lot in the applicable Eagles Nest Final Plat.

1.3 Driveway Locations. The driveway location for the New Eagles Nest Lot shall be permitted in non-conformance with the Town's "Driveway Policy" with respect to the proximity to bridges. As was contemplated with the original fire station use, utility stub outs were approved for this lot and are within 100 feet of a small bridge to the east, and a driveway shall be permitted proximate to these utilities within the 100-foot restriction.

1.4 Conveyance of Property. Not later than 90 days after the Effective Date, the Town shall convey the New Eagles Nest Lot to Eagles Nest and MCO shall convey the New Town Lot to the Town. Each conveyance shall be free and clear of all monetary encumbrances placed upon each lot by the Town or MCO, as applicable and otherwise subject to all matters filed of record in Maricopa County, Arizona and as to the New Eagles Nest Lot, this Restated Agreement.

Eagles Nest, MCO and the Town agree to cooperate reasonably to remove any other non-monetary encumbrances on the New Town Lot and the New Eagles Nest Lot that would unreasonably impair the use of such lot by the receiving Party provided neither Party shall be required to incur material costs to remove such encumbrances.

2. Deed Restrictions Release. Not later than 30 days after the Effective Date, MCO shall deliver to the Town a quitclaim deed suitable for recording and in the form attached hereto as Exhibit D. It is the specific intent of the Parties that recording of the quitclaim deed and this Restated Agreement shall eliminate all restrictions and reversionary interests included in (i) the Warranty Deed dated December 13, 1979, recorded in the office of the Maricopa County Recorder in Docket 14123, pages 1143 to 1146 and (ii) those provisions of the instrument dated April 16, 1979, and recorded in the Office of the Maricopa County Recorder in Docket 13650 at Pages 0769 to 0787 but only to the extent that they apply to the property at 11445 N. Saguaro Boulevard.

3. SRP Aesthetic Funds. Upon Adero's request, the Town shall initiate a request with Salt River Project for use of up to \$500,000 of funds in the Town's Aesthetic Fund account to partially defray the cost of making aesthetic improvements to the 69kv electric line in Adero Canyon (the "69kv Improvements"). In conjunction with the requests, Adero shall provide SRP with the scope of work for the 69kv Improvements. The Parties agree that SRP will be solely responsible for (i) completing design and cost estimates and (ii) determining what portion of the 69kv Improvements shall be eligible for funding. Adero agrees and understands that the Town's "balance" of Aesthetic Funds is set to be diminished by SRP on May 1, 2015 from the current balance to \$300,000. If Adero fails to both submit the request and accompanying documents to SRP and meet SRP's requirements with sufficient time to ensure that SRP approves the 69kv Improvements and commits the funding by May 1, 2015, and the Town's SRP Aesthetics Funds are diminished to \$300,000, the Town's obligation to commit the entire \$500,000 of funds to the 69kv Improvements shall be reduced to \$300,000 with the remaining \$200,000 conditioned upon (i) permission by SRP for the Town to "borrow" \$200,000 of future SRP Aesthetics Funds and (ii) availability from SRP of the Aesthetics Funds. The Town agrees to maintain at least \$300,000 of Salt River Project Aesthetic Funds available for such purpose. The Town agrees to use reasonable good faith efforts to maximize the SRP Aesthetic Funds to Adero (not to exceed \$500,000) including requesting to borrow funds in subsequent years if not available when first requested. The Town's obligation to maintain the balance in the Aesthetic Funds shall be terminated upon the earlier to occur of completion of Phase 1a (as defined below) or January 1, 2018.

4. The Town Trailhead.

4.1 Trailhead Design. The Town intends to construct a trailhead near the northern extent of Eagle Ridge Drive within the New Preserve Land (the "Trailhead") to provide improved access to a system of trails it has constructed on its land. The Town intends to construct the Trailhead in accordance with the site plan attached hereto as Exhibit E. If the Town determines, in its sole discretion, to materially modify the Trailhead from the site plan on Exhibit E, it shall notify Adero not less than 30 days prior to such modifications and shall permit Adero to comment on such changes. The Town's changes to the Trailhead shall not impede the emergency access for the Eagles Nest Property or the Adero Canyon Property.

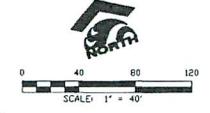
Stantec Consulting Inc.
 8211 South 49th Street
 Phoenix, AZ USA
 80044-5305
 Tel. 602.438.2200
 Fax. 602.431.9542
 www.stantec.com

Stantec

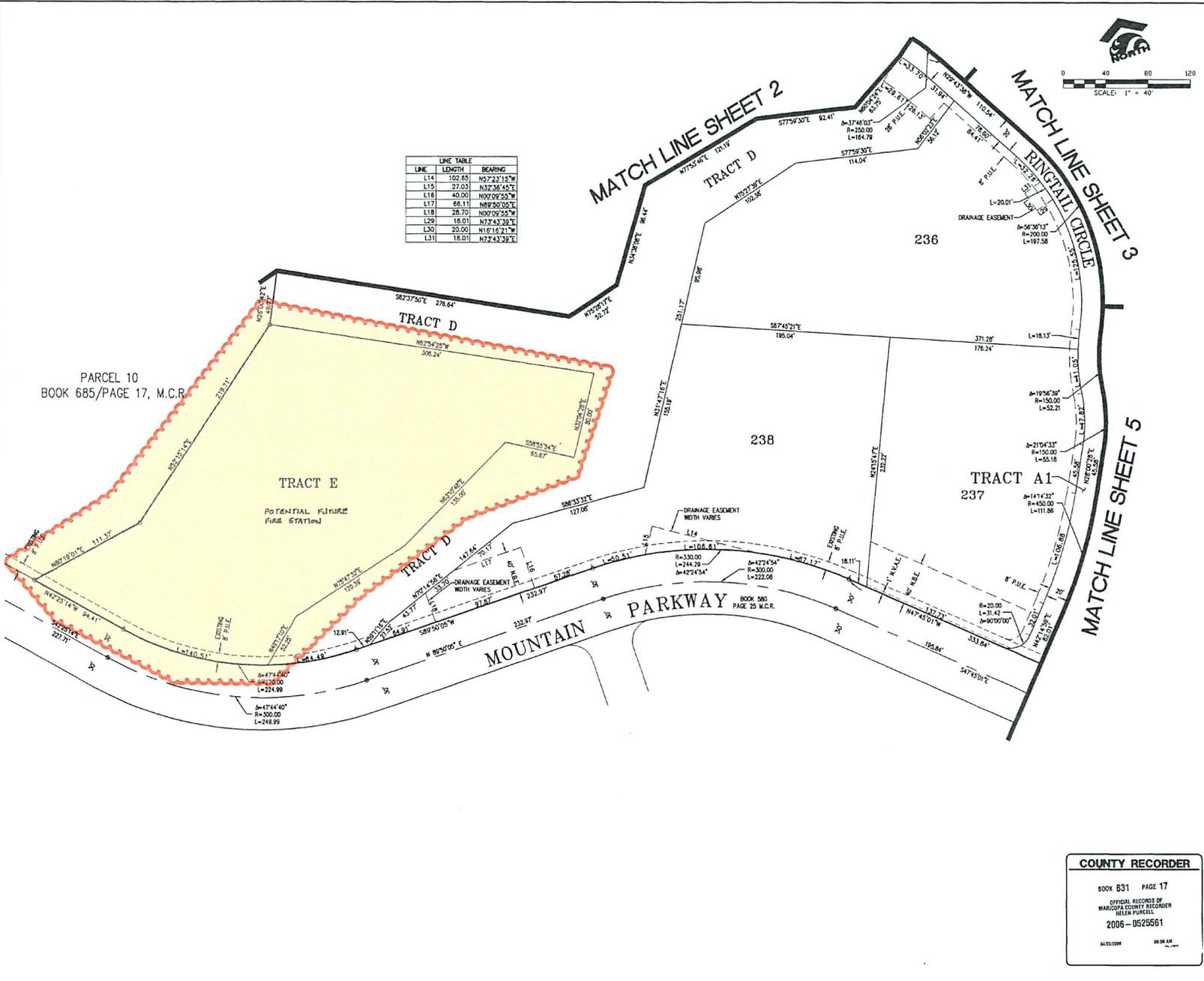
Copyright Reserved
 The Client/owner shall verify and be responsible for all dimensions. DO NOT make the drawing or any survey or subdivision that is reported to the Copyright holder without using the Copyright holder's original survey data. The Copyright holder is not liable for any errors or omissions in the original survey data that are not authorized by Stantec Consulting Inc. in this plan.

LEGEND

- INDICATES BOUNDARY CORNER, FND
- 1/2" REBAR WITH RLS 27747 CAP
- INDICATES FOUND BRASS CAP
- INDICATES SET BRASS CAP FLUSH
- EASEMENT LINE
- MONUMENT LINE
- BOUNDARY LINE
- PROPERTY LINE
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL
- (REC) RECORD
- (WEA) MEASURED
- N.B.E. NO BUILD EASEMENT
- N.V.A.E. NO VEHICLE ACCESS EASEMENT
- W.M.E. WALL MAINTENANCE EASEMENT



LINE	LENGTH	BEARING
L14	102.85	N57°23'15"W
L15	27.03	N32°35'45"E
L16	40.00	N00°00'50"W
L17	86.11	N89°20'00"E
L18	28.70	N00°00'55"W
L29	18.01	N73°43'38"E
L30	20.00	N16°16'21"W
L31	18.01	N72°42'32"E



PARCEL 10
 BOOK 685/PAGE 17, M.C.R.

TRACT E
 POTENTIAL FUTURE
 FIRE STATION

MOUNTAIN PARKWAY
 BOOK 560
 PAGE 25 M.C.R.

COUNTY RECORDER
 BOOK 631 PAGE 17
 OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL
 2008-0525561
 8/25/08 10:58 AM

Revision: _____ By: _____ Appr: _____ Date: _____

File Name: LDR: _____ EWF: _____ EWT: _____ Date: _____
 CHL: _____ CHL: _____ Degr: _____

Surveyor Seal

 ERIC L. CHAMBLIN
 SURVEYOR
 STATE OF ARIZONA
 LICENSE NO. 12345

Client/Project
 "EAGLES NEST PARCEL 11"
 EN LLC
 16930 EAST PALISADES BOULEVARD
 FOUNTAIN HILLS, ARIZONA 85268
 FINAL PLAT
 TOWN OF FOUNTAIN HILLS
 Phoenix, Arizona
 Title
 FINAL PLAT

Project No. 81561043 Scale 1"=40'
 Drawing No. _____ Sheet _____ Revision _____



DEVELOPMENT SERVICES

2014 AERIAL
SITE PLAN

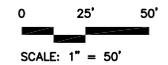
EN PARCEL 11, TRACT E-LOT 245
16005 N MOUNTAIN PKWY

ZONING:

LOT AREA: 79,604.3 SF
ROOF AREA: N/A SF

(AREAS ARE APPROXIMATE)

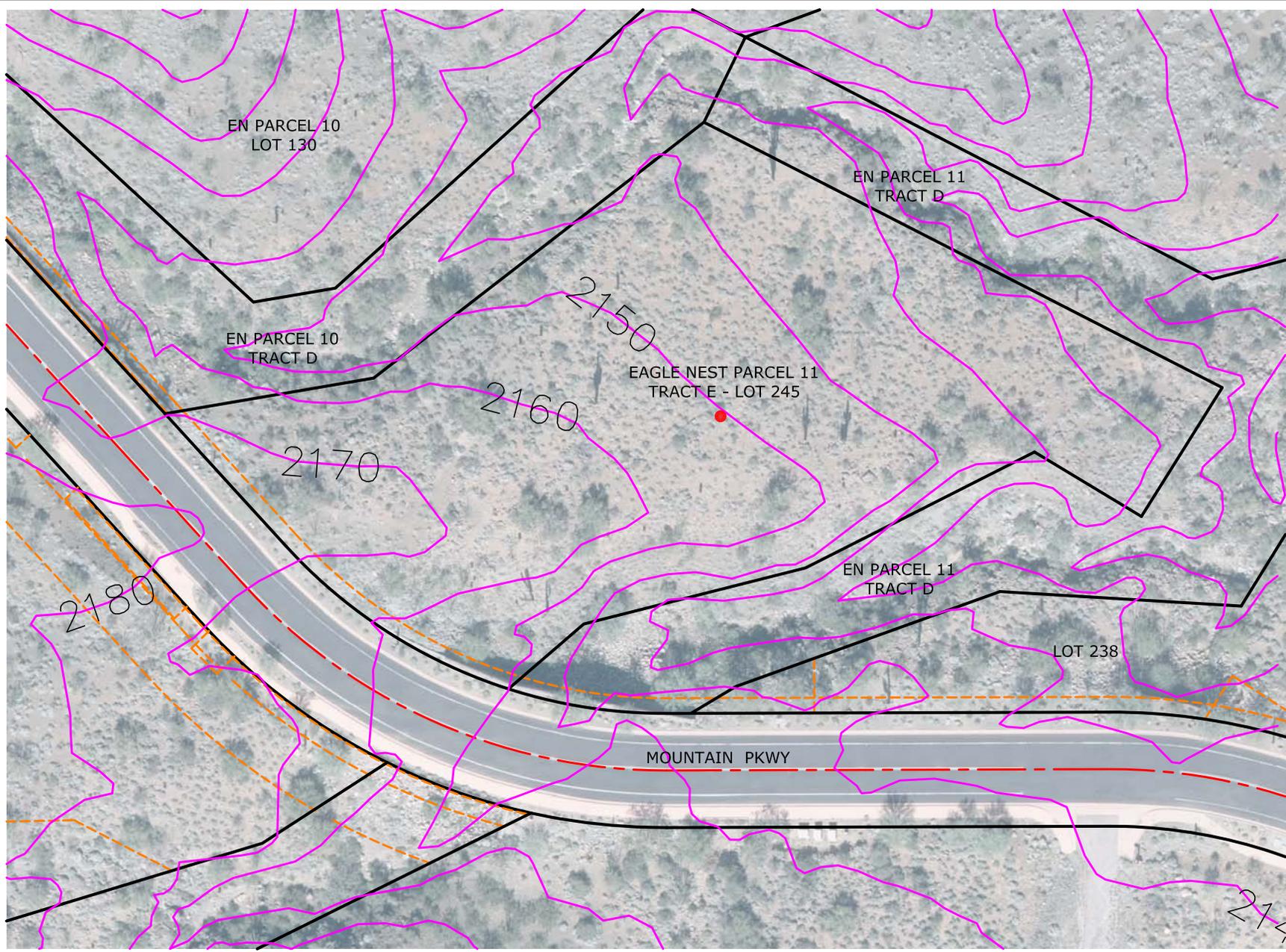
- LOTLINE
- RIGHT OF WAY
- CENTERLINE
- EASEMENT
- ABAND. EASEMENT
- CONTOUR 2ft
- CONTOUR 10ft
- FLOODPLAIN
- SUBJECT SITE

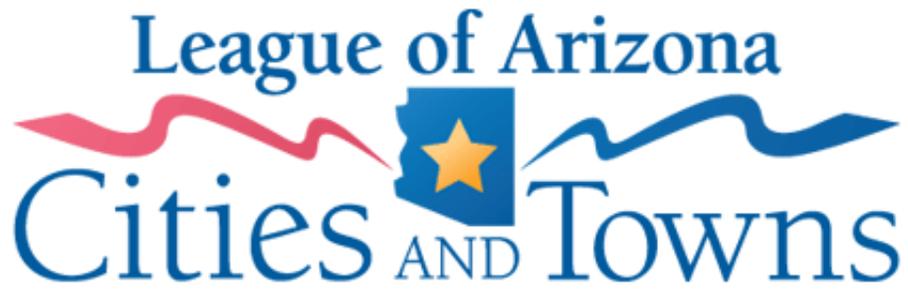


SCALE: 1" = 50'

- AERIAL PHOTO FLIGHT: 11/14
- TOPOGRAPHICAL MAP: 9/91
- FEMA FLOOD DELINIATION: 10/13

THIS TOPO/AERIAL MAPPING IS
SUITABLE FOR GENERAL PLANNING
PURPOSES, BUT SHOULD NOT BE
USED FOR DESIGN.





— Legislative Bulletin —

Issue 8 - March 4, 2016

Legislative Overview

Today marks the 54th day of the 2016 session. Committee agendas picked up as the chambers began to hear each other's bills. Floor activity was particularly heavy, especially in the House. To date there are still only four bills that have been signed into law by the Governor. The last day for committee hearings besides Appropriations is March 18th.

Census

HB2483 municipal population estimates; use, sponsored by Representative Justin Olson (R - Mesa) passed the House this week by a unanimous vote. This bill is the culmination of much hard work by League members to have more accurate population numbers for the purposes of distributing shared revenue. It allows for cities and towns to use the U.S. Census Bureau's population estimates on a yearly basis to keep up with changes in growth. The bill has been assigned to the Senate Appropriations Committee.

Drones

The drone bill, **SB1449 prohibited operations; unmanned aircraft** passed the Senate this week after being amended on the floor with material from stakeholder input. There are still some outstanding issues, but the parties involved have agreed to continue their work together to reach a reasonable solution. The bill is waiting for committee assignment in the House. The bill's sponsor is Senator John Kavanagh (R - Fountain Hills).

Bonds

On Monday **HB2402 bonds; disclosure; notice** passed the Senate Government Committee by a vote of 4-2. The bill, sponsored by Representative Vince Leach (R - Tucson) requires that the tax impact calculated for a bond measure must use the maximum interest rate of that measure. The League testified in opposition to the bill and argued that if the worst case scenario was going to be presented to the voters that, at the very least, the more likely tax impacts based on current interest rate climates should be included as well. The League will continue to try and amend the bill so that the language is more reflective of what rates actually are, not their maximum. It now proceeds to the Senate Rules Committee.

Recovery Homes

HB2107 substance abuse recovery homes, sponsored by Representative Noel Campbell (R - Prescott) passed the House by a vote of 49-9. The bill allows for city regulation of these types of homes, which have proliferated in recent years in various cities and towns. This bill is also a League Resolution. It now awaits committee assignment in the Senate.

Legislative Bill Monitoring

(All bills being actively monitored by the League [can be found here.](#))

HB2483: municipal population estimates; use

SB1449: unmanned aircraft; prohibited operations

HB2402: bonds; disclosure; notice

HB2107: substance abuse recovery homes

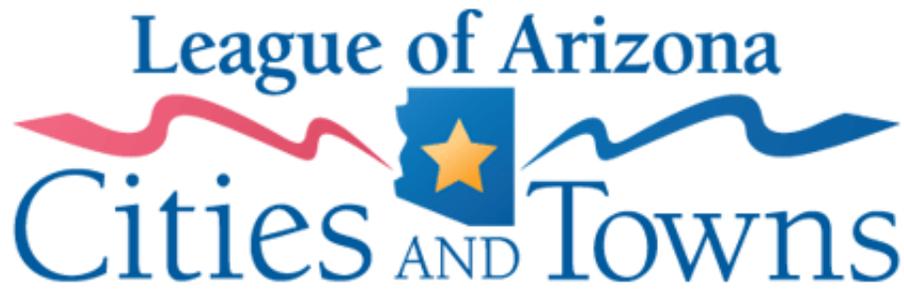
SB1241: photo radar prohibition; state highways

HB2076: annexation; single property owner; exception

HB2146: municipalities; property sale threshold; election

Legislative Bulletin is published by the League of Arizona Cities and Towns.

Forward your comments or suggestions to league@azleague.org.



— Legislative Bulletin —

Issue 9 - March 11, 2016

Legislative Overview

Today marks the 61st day of the 2016 session. Committee agendas lengthened as this was the second to the last week to hear bills except in Appropriations. Floor activity was moderate as bills from the opposite chamber just started to clear committees. To date five bills have been signed into law by the Governor. The last day for committee hearings besides Appropriations is March 18th.

Public Record Requests

SB1282, public records; unduly burdensome requests passed the House Government and Higher Education Committee this week by a vote of 5-2. The bill, sponsored by Senator John Kavanaugh (R - Fountain Hills) is the product of negotiations between the League and the newspaper association over many years. It requires those requesting public records to be more specific in their requests, and grants a defense to government in court for denying a request that is unduly burdensome or harassing. The bill now goes to the House Rules Committee.

Recovery Homes

On Wednesday night the Senate Government Committee passed **HB2107, substance abuse recovery homes** by a vote of 5-2. The bill is a League Resolution and is sponsored by Representative Noel Campbell (R - Prescott). The measure allows for cities and towns to have greater regulation over the recovery home industry. It now proceeds to the Senate Rules Committee.

Penalizing Cities

SB1487, state law; local violations; penalties passed out of the House Commerce Committee on Wednesday by a 5-3 vote. If enacted, the bill would withhold shared revenue from cities and towns that are found by the Attorney General to have violated state law. The League testified in opposition to the bill as an attack on local authority and a bypassing of the constitutional protections of due process. The bill now goes to the Rules Committee.

Regulations

Sponsored by Senator Steve Smith (R - Maricopa), **SB 1524, regulatory actions; limitations** limits regulatory restrictions a municipality may place on a business. The bill also addresses concerns of self-regulation of businesses within cities. The League is neutral on the bill. It now goes to the Rules Committee.

Online Home-sharing

SB 1350, online homesharing administration; definitions allows for a city, town, or other taxing jurisdiction to levy a transaction privilege, sales, use or similar tax/fee on the business of operating an online lodging marketplace. It is

sponsored by Senator Debbie Lesko (R - Peoria). The League is continuing to engage in negotiations with the proponents in order to reach a reasonable compromise on the issues, therefore the League is officially neutral. The bill was a strike-everything amendment and passed through the Senate. It is scheduled for a hearing in House Ways and Means Committee on Monday, March 14th.

Legislative Bill Monitoring

(All bills being actively monitored by the League [can be found here.](#))

SB1282: public records; unduly burdensome requests

HB2107: substance abuse recovery homes

SB1487: state law; local violations; penalties

SB1524: regulatory actions; limitations

SB1350: S/E online lodging; administration; definitions

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