



AMENDED AGENDA

Regular and Possible Executive Session Queen Creek Town Council

Community Chambers, 20727 E. Civic Parkway

May 1, 2019

5:30 PM

Public Hearings will not be held prior to 7:00 p.m.

Pursuant to ARS 38-431.02, notice is hereby given to the members of the Town Council and to the general public that, at this Regular Meeting, the Town Council may vote at any time during the Council Meeting to go into Executive Session, which will not be open to the public, for legal advice and discussion with the Town Attorney(s) for legal advice on any item listed on the following agenda, pursuant to ARS 38-431-03(A)(3).

1. **Call to Order:**
2. **Roll Call:** (one or more members of the Council may participate by telephone)
3. **Pledge of Allegiance:**
4. **Invocation/Moment of Silence:**
5. **Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
 - A. Citizen Leadership Institute Graduation
 - B. Proclamation: Economic Development Week May 6-11
 - C. Proclamation: AZ Travel & Tourism Week May 5-11
 - D. Proclamation: Small Business Week May 5-11
6. **Committee Reports:**
 - A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.
 - B. Committee and outside agency reports (only as scheduled)

Queen Creek Town Council

May 1, 2019

Page 2

1. Economic Development Commission - April 24, 2019

7. Public Comments: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a "Request to Speak Card", located on the table at the rear of the Community Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. The Town Council may not discuss or take action on any issue raised during public comment until a later meeting. There is a time limit of three (3) minutes for each speaker.

8. Motion to Adjourn into Executive Session (to be held in the Ironwood Conference Room in the Community Chambers Building) for the following purposes:

- A. Discussion and consultation with the Town's attorneys and representatives to consider the Town's position and instruct its representatives regarding acquisition of real property related to the Rittenhouse Road from 213th Street alignment to Riggs Road project (A0306). A.R.S. 38-431.03(A)(7)
- B. Discussion and consultation with the Town's attorney for legal advice and with the Town's attorney and representatives regarding the refunding of water meter deposits. A.R.S. 38-431.03(A)(3)
- C. Discussion and consultation with the Town's attorney for legal advice and with the Town's attorney and representatives to consider the Town's position and instruct its representatives regarding a possible intergovernmental agreement with the City of Mesa for Signal Butte Road and Meridian Road. A.R.S. 38-431.03(A)(3) & (4)
- D. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives regarding the Arizona Corporation Commission actions related to Johnson Utilities. A.R.S. 38-431.03(A)(3) & (4)
- E. Discussion and consultation with the Town's attorney for legal advice and with the Town attorney and representatives to consider the Town's position and instruct its attorneys regarding the pending lawsuit(s): Johnson Utilities vs. Town of Queen Creek. A.R.S. 38-431.03(A)(3) & (4)
- F. Discussion and consultation with the Town's attorney and with the Town's representatives regarding annexations and providing utility services. A.R.S. 38-431.03(A)(3) & (4)
- G. Discussion and consideration of the Town Clerk's evaluation A.R.S. 38-431.03(A)(1)
- H. Discussion and consideration of the Town Manager's evaluation. A.R.S. 38-431.03(A)(1)

9. Consent Agenda: Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Members of the Council and or staff may comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration.

- A. Consideration and possible approval of Expenditures over \$25,000. (FY19 budgeted items)
 - 1. Motorola Solutions, Inc. - communications equipment for ladder truck: \$41,764 (Fire & Medical)
 - 2. L. N. Curtis & Sons - self-contained breathing apparatus for ladder truck: \$36,875 (Fire & Medical)
 - 3. Econolite - traffic control cabinet: \$80,593 (Public Works)

Queen Creek Town Council

May 1, 2019

Page 3

- B. Consideration and possible approval of Change Order No. 1 with N. Harris Computer Corporation's Advanced Utility Systems for software implementation services in an amount not to exceed \$442,875 and approval an increase of \$552,975 in the New Utility Billing System Project budget to complete the implementation of the new utility billing system, and necessary budget adjustments.
- C. Consideration and possible approval of the renewal of a one-year lease of premises located at 22249 S. Ellsworth Road with Painting Wonderland LLC.
- D. Consideration and possible approval of the Sixth Amendment to the Town's agreement with Right Away Disposal (RAD) extending the term for one year, from July 1, 2019 through June 30, 2020, not to exceed \$2,136,000. (FY19/20 Budgeted item)

10. Items for Discussion: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

- A. Discussion on Citizen Survey options.
- B. Discussion on the Town of Queen Creek 2019-2024 Corporate Strategic Plan.

11. Public Hearing Consent Agenda: Matters listed under the Public Hearing Consent Agenda are considered to be routine and will be enacted by one motion and one vote. If you wish to speak to the Council on an item listed on the Public Hearing Consent Agenda, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

- A. Public Hearing and possible approval of a new Series 9 Liquor Store license application submitted by Nicholas Carl Guttilla on behalf of Target #2365, 21398 S. Ellsworth Loop Rd., Queen Creek, AZ 85142. (Queen Creek Marketplace). Target currently has a Series 10 Beer & Wine Store license.

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

- A. Public Hearing and possible action on Ordinances 696-19, 697-19, 698-19, 699-19, P19-0036 Zoning Ordinance Text Amendment, a request for Zoning Ordinance Text Amendments addressing Industrial Design Guidelines, Conditional Use Permits, Administrative Review for Site Plans, and general code corrections.

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

- A. Consideration and possible action on the Town's FY 2019/20 Tentative Budget of \$452.7 million. In addition, set the public hearing for May 15, 2019 for both the Final Budget and the Truth in Taxation per requirements under Arizona State statutes.

Queen Creek Town Council

May 1, 2019

Page 4

14. Adjournment

Pursuant to A.R.S. 38-431.02 notice is hereby given to the members of the Queen Creek Town Council and to general public that the Queen Creek Town Council will hold a meeting open to the public as set forth above.

I, Jennifer Robinson, do hereby certify that I caused to be posted this 30th day of April 2019 the Amended Agenda for the May 1, 2019 Regular and Possible Executive Session of the Queen Creek Town Council in the following places: 1) Queen Creek Town Hall; 2) Queen Creek Library; 3) Queen Creek Community Center bulletin board.

Jennifer F. Robinson, MMC

The Town of Queen Creek encourages the participation of disabled individuals in the services, activities, and programs provided by the Town. Individuals with disabilities who require reasonable accommodations in order to participate should contact the Town Clerk's office at (480) 358-3000.



Requesting Department

Finance

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: MYRNA QUIHUIS, PROCUREMENT OFFICER
RE: Consideration and possible approval of Expenditures over \$25,000. (FY19 budgeted items)
DATE: May 1, 2019

Staff Recommendation:

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

Relevant Council Goal(s):

N/A

Proposed Motion:

Move to approve Town expenditures \$25,000 and over, pursuant to Town Purchasing Policy.

Discussion:

The following items being requested are:

1. Communications Equipment
2. Self-Contained Breathing Apparatus
3. Traffic Control Cabinet

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures is \$159,232. Funds have been identified within the line item budgets as approved in the FY 2019 budget or subsequently approved by Council.

Attachment(s):

May 1, 2019 Expenditures Attachment

**Attachment: Expenditures \$25,000 and Over
Budgeted in Fiscal Year 2018-19
May 1, 2019**

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
1	Motorola Solutions Inc.	Communications equipment for the new fire ladder truck (L411)	Spending authority for communications equipment including (5) APX 8000 digital portable radios with associated equipment for the newly purchased ladder truck L411. Funding approved during the FY19 budget process.	Fire & Medical	\$41,764	AZ State Contract #ADSP013-036880	Motorola is the vendor used by Queen Creek and other fire agencies in the region; having consistent equipment is key when using and servicing the radios. It is not recommended to consider alternatives for such a key piece of operational equipment. These radios are purchased through a state contract.
2	L.N. Curtis & Sons	Self-Contained Breathing Apparatus (SCBA) for the new fire ladder truck	Spending authority for (4) SCBA as part of the personal protective equipment that allows firefighters to enter hazardous environments to protect the firefighters and preserve lives and property. The SCBA includes a pack that carries the air bottle and will be carried on the new ladder truck. Funding approved during the FY19 budget process.	Fire & Medical	\$36,875	LNCS FR GPO Contract #00000171	This personal protective equipment is necessary to allow firefighters to enter into immediately dangerous to life or health atmosphere and is purchased through a cooperative contract making the price for the equipment competitive and also consistent with the SCBA's carried on other Queen Creek fire apparatus. Consistent personal protective gear is vital when performing tasks in hazardous environments and equipping the trucks with the same gear. This makes considering alternative equipment a recommendation we would not advise.
3	Econolite	Traffic Control Cabinet	Spending authority for the purchase of a traffic control cabinet to replace emergency control cabinet used due to a traffic accident at Ironwood & Germann Road intersection. A claim has been filed with insurance and Town anticipates some reimbursement to offset these costs.	Public Works	\$80,593	Sole Source	Council could choose not to approve the expenditure. The impact of this action would prevent having an emergency traffic control cabinet

Attachment: May 1, 2019 Expenditures Attachment (Expenditures Over \$25,000 - May 1, 2019)



Requesting Department

Finance

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: SCOTT MCCARTY, FINANCE DIRECTOR

RE: Consideration and possible approval of Change Order No. 1 with N. Harris Computer Corporation's Advanced Utility Systems for software implementation services in an amount not to exceed \$442,875 and approval an increase of \$552,975 in the New Utility Billing System Project budget to complete the implementation of the new utility billing system, and necessary budget adjustments.

DATE: May 1, 2019

Staff Recommendation:

Staff recommends approval of Change Order No. 01 to amend contract with N. Harris Computer Corporation's Advanced Utility Systems for software implementation services in an amount not to exceed \$442,875, and approval of increased expenditure authority of \$552,975 (inclusive of the contract amendment) to complete the implementation of the New Utility Billing System Project, and necessary budget adjustments. The total cost of the New Utility Billing System Project is not to exceed \$2,384,475.

Relevant Council Goal(s):



Superior Infrastructure: KRA Technology



Effective Government: Intended Outcome: Increase effectiveness and efficiency of government services.

Proposed Motion:

Move to approve:

- 1) Change Order No. 01 to amend contract with N. Harris Computer Corporation Advanced Utility Systems for software implementation services in an amount not to exceed \$442,875;
- 2) Approve an increase in expenditure authority of \$552,975 (inclusive of the contract amendment in Item No. 1) to complete the implementation of the New Utility Billing System Project in the total amount not to exceed \$2,384,475, and

necessary budget adjustments;

- 3) A funding transfer of \$39,160 from the Solid Waste Operating Fund to the Water Fund for its portion of the increased project costs, and necessary budget adjustment to increase transfers.

Discussion:

The approval of Change Order No. 01 is time sensitive. The vendor has stated their intention to suspend all work efforts on the project if they do not receive an approved copy of the change order by May 2, 2019. A delay in approving the change order would affect a number of planned activities including two weeks of onsite work scheduled to begin on May 6, 2019. Approval will keep the project on schedule for a spring 2020 “Go Live”.

Background

The Town of Queen Creek utilities include Water, Wastewater and Solid Waste. The combined annual revenues from monthly billings for these three services is approximately \$31 million.

The Town currently utilizes InHance Software as its Utility Billing Software and we started using it when the Queen Creek Water Company was purchased in 2008 with about 9,000 accounts. The software was originally acquired in 2002, making it 17 years old. At that time, the water company serviced 2,500 accounts. The software was intended to service a maximum of 10,000 accounts.

Since that time, not only has technology advanced significantly but our customer base has also increased by almost 1100%. We currently have approximately 30,000 accounts, which includes non-Queen Creek residents because the Water utility service area is greater than the Town boundaries. The current population served by the Town utilities is over 90,000. With additional growth expected, it is essential to implement a system that can accommodate this growth as well as additional functionality (i.e. inventory management). At buildout, we expect the number of accounts to be about 70,000 for the service area, representing a population of about 230,000 and total annual revenues estimated at over \$70 million. The new utility billing system has the demonstrated capability to support the Town’s estimated number of accounts at buildout.

The current software is very limited in its capabilities and functions mostly as only a billing software. The current system has aged to the point where the vendor no longer updates the software nor provides maintenance support - this makes the need for replacement inevitable. As we continue to add new accounts beyond the current 30,000 level, the current software becomes increasingly more vulnerable to failure since it is already well beyond its design capacity. The need for replacement has been identified in four separate instances by third-party consultants identified below:

- Information Technology Strategic Plan (February 2016)

- The Mejorado Group Report review of utility billing operations (July 2016)
- Heinfeld Meech Report review of utility billing best practices (May 2017)
- Raftelis Report Customer Service Division Analysis (April 2018)

Utility Billing Software has evolved over time. It is no longer used just to bill customers for their monthly water, sewer, and garbage services. Along with utility billing, integral components of this software include customer access, reports, tracking inventories, work orders, automated processes, and integration with other software (such as the general ledger and FlexNet “Real-Time Meter Reading” system).

In addition to its critical role in collecting revenues, its capabilities should include the ability to address complex elements of rate structures, process automatic meter readings, and provide real-time information. A utility billing system also is the interface with our customers and enables the core functions of the utility to run efficiently and effectively.

In July 2017, the Town contracted with N. Harris Computer Corporation’s Advanced Utility Systems (AUS) to license software, to provide software implementation services, and for ongoing software support and maintenance services. The software license agreement included three components: (1) the core customer information/billing system software (named “CIS Infinity”); (2) the customer portal software (named “Infinity.Link”); and (3) the field service order management software (named “Infinity.Mobile”).

Project work was initiated in August 2017 and then was postponed to allow the Town time to identify and secure the internal resources necessary to adequately support the implementation effort. This included an analysis by an outside consultant (Raftelis) which resulted in a reorganization to the Customer Service Division, including the creation of seven new positions. After securing additional internal resources and hiring the new positions, project planning was re-started in August 2018 and the Town’s project team began training in October 2018. To date, the Town’s project team has completed four weeks of specialized software training, and several additional weeks of discovery sessions to complete a detailed assessment of business processes, system interfaces and data conversion requirements. The new system Go Live date is currently planned for March 2020.

During the first several months of implementation effort, the Town staff has identified the need for additional resources in the amount of \$552,975. A significant amount of the increase relates to a contract amendment, which extends the project schedule. The increases are summarized in the following schedule:

Summary of \$552,975 Project Budget Increase

Description	Original Budget	Increase	Explanation	Revised Budget
Service Fees and Reimbursable Expenses	\$1,231,000	\$442,875	Adds 14 Weeks of Testing & Data Conversion Support	\$1,673,875
License Fees	\$232,000	\$40,200	Product Upgrades	\$272,200
Additional Services	-	\$51,500	Product Upgrades	\$51,500
Custom Reports	-	\$42,200	Supports Audit & Staff Efficiency	\$42,200
Sub-total AUS Contracts	\$1,463,000	\$576,775		\$2,039,775
Vendor Fees - Integration	\$198,000	-		\$198,000
Data Conversion Services	-	\$40,000		\$40,000
IT Infrastructure	-	\$72,000	Servers & Other Infrastructure	\$72,000
Other Project Support Costs	-	\$34,700	Training/Testing Room Equipment	\$34,700
Sub-total Other Costs	\$198,000	\$146,700		\$344,700
Contingency	\$170,500	(\$170,500)	Contingency Used	\$0
Total Project Budget	\$1,831,500	\$552,975		\$2,384,475

The elements of the increased are further detailed below.

1. Project Schedule Extension - As the Town's project team has examined project requirements in greater detail over the past several months during implementation work, it has become apparent that additional time and support from AUS is necessary to develop and execute a more comprehensive data conversion and system test plan. Due to the lack of documentation and support for the current InHance Utility Billing System, extending the project schedule is necessary to ensure that we do not lose any existing information for our 30,000 accounts, such as water use, during the migration of these accounts to the new system. The original implementation services contract covered 14 months for implementation plus one month for post live support. Based upon the Town's request, AUS has proposed Change Order No. 01 to extend the implementation schedule by eight months and to commit their resources to support additional data conversion efforts and an enhanced test plan that adds 14 weeks of testing

over the project's five testing phases. The additional cost of this change order is \$442,875, which includes \$396,375 for professional services plus an estimated \$46,500 for additional travel expenses.

2. Software Upgrades - In December 2018, AUS announced that it would no longer be focusing development resources on their customer portal software "Infinity.Link" or their field service order management software "Infinity.Mobile". In making the announcement, AUS explained that these products were not as competitive as similar products in the marketplace, so they decided to partner with two industry leading solutions to better meet these business needs. The enhanced customer portal software now offered by AUS is Infinity.Link Enterprise, a system developed by Accelerated Innovations and previously licensed as their MyMeter™ product. The enhanced field service order management software now offered by AUS is Infinity.Mobile Enterprise, a system developed by West Coast Labour Systems and previously licensed as their Service-Link™ product.

Since the customer portal software and the field service order management software originally licensed from AUS have no development future, the Town's project team proceeded to assess the costs, benefits and risks associated with enhanced products now offered by AUS. After viewing multiple demonstrations of the enhanced product offerings and verifying functionality with customers using these products, staff is recommending that we amend the contracts with N. Harris Computer Corporation's Advanced Utility Systems for software licenses, software implementation services, and support and maintenance to upgrade both the customer portal and field service order management software products. Anticipated benefits of the product upgrades are summarized below:

Infinity.Link Enterprise (Customer Portal) benefits include:

- Intuitive and easy to navigate design.
- Availability as an App for mobile phones that can be customized.
- Ability to send notifications to customer groups based on rates or services such as notification of holiday trash pick-up schedules by zone.
- Ability to handle customer service requests such as bulk trash pick-up, missed trash pick-up, additional trash cart, cart repair/replacement
- Ability to customize the landing page and link to other pages on Queen Creek's website.
- Continued product development.

Infinity.Mobile Enterprise (Field Service Order Management) benefits include improved resource management, work efficiency and accuracy:

- Real-time GIS/ESRI integration and GIS based route optimization.
- Higher quality routing of service orders by priority and location mapping.
- Complex appointment scheduling.
- Real-time meter inventory with meter for meter identification at installation and ability to assign to each truck as well.
- Real-time GPS tracking for employee I-pad and vehicle on location.
- Service orders are simpler and more user-friendly featuring push tabs versus writing or typing for selection actions.
- System provides an auto-population list for field technicians to select & perform lower priority work after completing their originally assigned higher priority service orders.
- Continued product development.

A change order is being developed for the proposed product upgrades with additional costs currently estimated at \$40,200 for license fees and \$51,500 for software implementation services for a total cost increase of \$91,700 to license and implement the customer portal and field service order management product upgrades.

3. Custom Reports - After performing a detailed comparison of the Town's reporting requirements to standard reports available with the new billing software, it was determined that 27 out of 100 reports would require custom programming work by AUS. Staff is recommending approval of an increase of \$42,200 in expenditure authority to support the development of the custom reports to facilitate audit work and maximize staff efficiency in managing operations and responding to various inquiries.
4. Data Conversion - The Town currently uses an old, unsupported version of the inHANCE Utility Billing System that lacks adequate documentation to support data conversion efforts. Normally, system documentation would include a data dictionary, which is a set of information describing the contents, format, and structure of a database and the relationship between its elements. The Town's documentation of the inHANCE system does not include a data dictionary and since the old version is no longer supported by the vendor, special efforts will be required to identify the necessary data elements for conversion and to develop a conversion strategy and plan. These special efforts will require custom programming and analytical support from inHANCE and possibly other service providers. Staff recommends approval of an increase of \$40,000 in expenditure

authority to support the data analysis, data mapping, data extraction and data clean-up efforts necessary for implementation of the new billing system.

5. Information Technology (IT) Infrastructure - The Software License Agreement with N. Harris Computer Corporation's Advanced Utility Systems identified a number of IT infrastructure requirements to support the new software; however, the original project budget did not include these costs. To date, \$57,000 in costs have been incurred to acquire and implement servers and other IT infrastructure. An estimated \$15,000 for additional infrastructure is necessary to establish separate, but identical testing and production environments to ensure the reliability of test results before changes are migrated into a production mode. Staff is recommending approval of increased expenditure authority of \$72,000 to provide for costs already incurred and for the estimated additional IT infrastructure costs that were not identified or quantified at the onset of the project.
6. Project Training/Testing Room - The Software Implementation Services Agreement stipulates that Town shall establish a project team room equipped to support the project's training/testing activities. Although a room has been reserved for project team use, the room needs to be equipped with necessary furniture, computers, and other equipment and supplies. Staff is recommending approval of increased expenditure authority of \$34,700 to provide for the estimated costs of equipping the project's training/testing room. At the conclusion of the project, the furniture and equipment will be repurposed to meet other needs across the organization.

The implementation of the new billing system, including the new customer portal and field service order management system, is a significant and complex undertaking. The implementation effort includes building interfaces between these new systems and several other systems including: (1) ESRI GIS; (2) Munis Financials; (3) Chase Lockbox; (4) Paymentus payment portal and IVR systems; (5) Cartegraph work order management system; (6) Sensus AutoRead AMR; (7) Sensus FlexNet AMI; InfoSend bill printing; and (8) the Route Manager System used by our Solid Waste contract firm. Staff has identified in this report all project cost impacts based upon what is currently known; however, the potential exists that additional project budget increases and contract changes with AUS or other vendors may become necessary as the implementation proceeds.

Fiscal Impact:

Based on initial implementation work completed, staff is recommending an increase of \$552,975 to the current project budget of \$1,831,500 for a revised not to exceed project cost estimate of \$2,384,475. The increase includes \$576,775 for changes to the AUS contracts and \$146,700 for other project costs, less \$170,500 in contingency funds applied. Project funding would be adjusted as follows:

Fund	Original Budget	Increase	Revised Budget	Source
Solid Waste	\$129,700	\$39,160	\$168,860	Operating Budget Transfer
Wastewater CIP	\$265,987	\$80,308	\$346,295	Wastewater Operating
Water CIP	\$1,435,813	\$433,507	\$1,869,320	Water Operating
Total	\$1,831,500	\$552,975	\$2,384,475	

A reallocation of expenditure authority of \$552,975 from the Water CIP Contingency account is necessary in order to increase the project budget. After this reallocation, the Water CIP Contingency account has \$2.4M of remaining expenditure authority. Any future reallocation requires Town Council approval. In addition, a funding transfer from the Solid Waste fund will be processed and the transfers budget adjusted - which does not affect expenditure authority, but is just a movement of cash to provide the Solid Waste share of the funding.

Alternatives:

Based on the increasing vulnerability of the current utility billing software and sunk costs now exceeding \$800,000 invested in the new utility billing system implementation, the only viable alternative is for the Town Council to approve the recommended increases in expenditure authority and Change Order No. 01 to position the Town for a successful implementation of the new utility billing system, including the new customer portal and field service order management software.

Attachment(s):

- 1. Change Order No. 01 to Software Implementation Services Agreement



CONTRACT CHANGE ORDER

CONTRACT NUMBER:
2017-090

CHANGE ORDER NUMBER:
01

May 1, 2019

TO: N. Harris Computer Corporation
Vendor

FROM: John Ralston
Project Manager
Town of Queen Creek

RE: Utility Billing Software System - Project Extension and Additional Travel Cost

The Change Order is changed as follows:

1. Description of change to scope of project:
Extend the Project Implementation timeline by 2,265 hours (billed at \$175/hour) which represents an additional 8 months to complete the implementation by March 23, 2020, plus one month post live support; Increase travel budget by \$46,500 to support the extension and replace the Project Schedule per Attachment I.

2. Changes to the Contract Price for the Change Order Work	
The original Contract Price was	\$ 1,463,128.00
Net Change by previously authorized Change Orders	\$ -
The Contract Price prior to this Change Order was	\$ 1,463,128.00
The Contract will be <u>increased</u> by this Change Order in the amount of	\$ 442,875.00
The new Contract Price including this Change Order will be	\$ 1,906,003.00

3. Changes to the Contract Time:	
The original Contract Implementation timeline was 14 months implementation plus 1 month post live.....	15 months
Net additional months by previously authorized Change Orders.....	0 months
Net fewer months by previously authorized Change Orders.....	0 months
The Contract Final Implementation timeline prior to this Change Order was.....	15 months
The Contract Implementation Time will be <u>increased</u> by.....	8 months
The Contract Final Implementation time as of this Change Order therefore is 22 months implementation plus 1 month post live.....	23 months

Approvals (Harris is authorized to proceed with the change for the Town of Queen Creek):

Mayor

Date

Director

Date

Project Manager

Date

John Laughlin
Vendor

April 16, 2019

Date

Attachment: 1. Change Order No. 01 to Software Implementation Services Agreement (Utility Billing Contract Change Order)

ATTACHMENT I

Introduction

Town of Queen Creek (Queen Creek) and N. HARRIS COMPUTER CORPORATION (Harris) entered into a Software Implementation Services Agreement (the Agreement) on July 19, 2017. Task 1 (Change Control Process) of the Scope of Work provides that Harris' Advanced Utility Systems ("Advanced") will coordinate a joint effort with Queen Creek to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented and communicated to Queen Creek. Appropriate sign-off channels will be developed for Change Order approval. Based on these provisions, Advanced presents the following Change Order to Queen Creek.

Background

The original agreed upon Project Schedule included the following key test dates:

1. Initial Rollout and Configuration (November 9, 2017 – November 14, 2017)
2. Functional Testing (January 22, 2018 – February 12, 2018)
3. ITC#1 (February 27, 2018 – April 9, 2018)
4. ITC#2 (April 19, 2018 – May 21, 2018)
5. UAT (June 4, 2018 – July 3, 2018)
6. Go-Live (July 10, 2018)

Current Status:

1. On September 13, 2017, Queen Creek requested a postponement to the project rollout for 8 months to allow for internal auditing and headcount replacements and additions.
2. Project planning work was restarted in August 2018 and Queen Creek requested a revised start-up in October 2018 for project core team training.
3. Based on a number of internal factors associated with managing multiple parallel projects and associated work effort to support the project, Queen Creek subsequently submitted a request to expand the timelines for the implementation of the CIS Infinity project to span from October 1, 2018 to March 23, 2020, with current one month post live.
4. The original contract covered 14 months implementation and 1 month post live; the revised timeline covers an additional 8 months.

Scope

This change order for 2,265 hours is required to extend the implementation timeline to March 23, 2020. This represents an additional 8 months, billed at a rate of \$175/hour, and additional travel budget to support the extension. Eight (8) months of additional project management, three (3) additional data refreshes, and additional testing support during the Functional, ITC1 and ITC2 testing phases to support the additional data refreshes, is required to support the extended implementation timeline of March 23, 2020.

Milestones & Payments

The project extension will provide an additional 2,265 hours to the project to cover the remaining phases needed for Go-Live. These include:

- Additional 8 months of implementation, as noted above
- Additional travel budget (15 Trips)

Estimate of Hours / Costs*

Hours	Scope	Invoice \$
2,265 Hours	8 Month Project Implementation Extension	\$396,375.00
	15 additional travel trips	\$46,500.00
	Total	\$442,875.00

Software Implementation Services Agreement, Schedule 1, Fee Structure and Services, Payment Milestones: Revised Milestones

The following milestones will be revised and invoiced:

Milestone	Name	Original Amount	Revised Amount	Increase
MP30	Initial Conversion Rollout	\$23,100	\$50,000	\$26,900
MP31	Initial Configuration Rollout	\$60,952	\$100,000	\$39,048

Software Implementation Services Agreement, Schedule 1, Fee Structure and Services, Payment Milestones: New Milestones

The following invoice milestones will be added to the project.

Milestone	Milestone	Amount
MP67	Start of Functional Testing Phase	\$60,475
MP68	Project Management Month 15	\$14,994
MP69	Project Management Month 16	\$14,994
MP70	Project Management Month 17	\$14,994
MP71	Project Management Month 18	\$14,994
MP72	Project Management Month 19	\$14,994
MP73	Project Management Month 20	\$14,994
MP74	Project Management Month 21	\$14,994
MP75	Project Management Month 22	\$14,994
MP76	1st Additional Data Refresh (Refresh #2B) Functional Testing Phase	\$50,000
MP77	1st Additional Data Refresh (Refresh #3B) ITC1 Testing Phase	\$50,000
MP78	1st Additional Data Refresh (Refresh #4B) ITC2 Testing Phase	\$50,000

* Net of applicable taxes and associated expenses

* Travel will be billed as incurred per the Software Implementation Services Agreement



Requesting Department

Economic Development

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR

RE: Consideration and possible approval of the renewal of a one-year lease of premises located at 22249 S. Ellsworth Road with Painting Wonderland LLC.

DATE: May 1, 2019

Staff Recommendation:

Staff recommends approval of the one-year lease renewal, with an additional one-year option to renew, of the premises located at 22249 S. Ellsworth Road with Painting Wonderland LLC.

Relevant Council Goal(s):



Secure Future - Land Use & Economic Development

Proposed Motion:

Move to approve the attached one-year lease renewal, with an additional one-year option to renew, of the premises located at 22249 S. Ellsworth Road with Painting Wonderland LLC.

Discussion:

The Town owns the property located at 22249 S. Ellsworth Road. It was acquired in 2008 for the purpose of the eventual widening of Aldecoa Drive. In January 2017, Council approved a policy regarding the leasing of Town-owned property. Under this policy, staff issued a Request for Proposals for the property, soliciting interested tenants. Three proposals were received. Economic Development staff and volunteers formed a committee to review the three proposals. Painting Wonderland LLC ranked the highest and was invited to negotiate a lease. Painting Wonderland has been a good addition to the downtown. They have been leasing for two years and wish to renew for another year.

Fiscal Impact:

This lease will provide revenue of \$1,453.00 per month for one year. The rent was raised 3%, making the annualized lease rate \$21.21/SF, which is comparable with market lease rates and consistent with other lease rates for Town owned properties.

Alternatives:

The Town Council could choose not to lease the property to this tenant, and seek other qualified tenants.

The Town Council could direct staff to re-negotiate the lease rate and terms with the current tenant.

Attachment(s):

Draft Lease Agreement

LEASE AGREEMENT

This lease agreement (hereinafter “Lease”) made and entered into by and between the Town of Queen Creek, an Arizona municipal corporation, hereinafter referred to as “Landlord,” and Painting Wonderland, LLC, an Arizona limited liability company, hereinafter referred to as “Tenant.”

WITNESSETH

1. **Premises and Term:** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord certain premises situated within Maricopa County, Arizona located at 22249 S. Ellsworth Road (the “Premises”). The Premises under this Lease is the 822 square foot building plus the attached covered carport (“Building”), located south and west of the smaller 500 square foot building (“Additional Building”) that is also located at 22249 S. Ellsworth Road. The Additional Building is not a part of the leased Premises.

To have and to hold the same for a term of one (1) year commencing on May 18, 2019, (“Commencement Date”) and ending on May 17, 2020. The Lease may be renewed upon expiration of this term; however, if either Tenant or Landlord determines, in its sole discretion, not to renew the Lease upon its expiration, that party shall give the other party ninety (90) days notice before the expiration date. Tenant acknowledges that it has inspected and accepts the Premises, and specifically the Building and improvements located thereon, in their present condition and as suitable for the purpose for which the Premises are leased, as stated in Paragraph 3 below. By taking of possession of the Premises, Tenant shall be deemed conclusively to establish that said Building and other improvements are in good and satisfactory condition as of when possession was taken. Tenant further acknowledges that no representations as to the condition or repair of the Premises have been made by Landlord, unless such are expressly set forth in this Lease. Landlord has no obligation to alter, remodel or improve the Premises.

Tenant and Tenant’s customers may use the uncovered parking spaces in the front of the Building, but may not use the spaces south of the Additional Building. Additional, non-exclusive parking is available for Tenant’s use adjacent to the former fire station located south of the Premises.

2. **Base Rent; Deposit:** Tenant agrees to pay to Landlord rent for the Premises in advance, without demand, deduction or set off, for the entire Lease term (*i.e.*, May 18, 2019 to May 17, 2020) hereof at the rate of **\$1,453.00 per month plus** applicable taxes (**\$40.00**). One such monthly installment shall be due and payable on the Commencement Date and a like monthly installment shall be due and payable on or before the seventeenth (17th) day of each calendar month succeeding the Commencement Date during the hereby demised term.

Landlord holds a deposit in the amount of \$1,370.00 (“Deposit”) to be held as security for Tenant’s performances hereunder. If, at the close of the term hereof, Tenant is not in default under this Lease, the Deposit shall be reasonably promptly returned to Tenant after Landlord inspects the Premises and finds that Tenant has not caused any unrepaired damage thereto and has otherwise abided by the terms of this Lease. If at any time Tenant is in default under this Lease, Landlord may utilize the Deposit or any portion thereof to cure Tenant’s default, without waiving Tenant’s

default. Tenant shall immediately upon demand pay to the Landlord the amount of the Deposit so utilized in order to return the Deposit to its original balance. Tenant's failure to restore the balance of the Deposit shall be an event of default under this Lease.

3. **Use:** The Premises shall be used for the purpose of a painting and pottery studio by Tenant and for such other lawful purposes as may be incidental thereto. Tenant shall obtain and keep current a Town of Queen Creek Business License. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance. Tenant shall not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) which would render the insurance maintained by Landlord thereon void or the insurance risk more hazardous.

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

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

6. **Alteration:** Tenant shall not make any alterations, additions, or improvements to the Premises (including but not limited to roof and wall penetrations) without the prior written consent of Landlord. Tenant shall also apply for a Town building permit before making any structural or other changes to the Building (such tenant improvements and structural changes as set forth in the building permit application, and/or as listed in Exhibit "A" hereto or otherwise as agreed to by Landlord in writing, being herein collectively called "Tenant's Work"). Once commenced, Tenant's Work shall be promptly pursued to completion in a lien-free and good and worker-like manner in accordance with said building permit and all applicable codes. At the close of the Lease term, Tenant shall remove all personal property from the Premises, shall repair any damage done to the Premises by virtue of such removal, but shall not remove permanent fixtures which are part

of Tenant's Work nor any other part of Tenant's Work under said building permit without Landlord's consent and/or direction. A list of Tenant's Work and the building permit (if, as and when issued) will be attached as Exhibit A to this Lease and shall become a portion of Tenant's obligations hereunder. Notwithstanding anything in this Lease to the contrary, if Tenant does not obtain a building permit, if necessary, for Tenant's Work prior to the Commencement Date despite having paid the necessary funds and using best efforts to obtain the same, so long as Tenant is not otherwise in default hereunder, Tenant may upon written notice to Landlord prior to the Commencement Date cancel this Lease, whereupon Tenant shall be entitled to the return of the Deposit and neither party shall have further liability to the other hereunder.

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

8. **Utilities:** Tenant shall provide, at its sole cost and expense, electricity and telephone service connections, and shall pay all charges related to gas, heat, electricity, telephone, cable, internet, sewer, sprinkler / irrigation and other utilities and services (including connection fees) used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto and any maintenance charges for utilities. Tenant currently shares an electric meter and a water meter with the Additional Building. Landlord will make every effort to separate the electric meters within the first month of occupancy. Until the meters can be separated, Tenant shall pay to the tenant of the Additional Building any amount of increase that the tenant of the Additional Building incurs, upon presentation of several prior bills and the current bill. Landlord shall pay the water bill in its entirety. Should the tenant of the Adjoining Building vacate the premises, Tenant shall assume all utilities, except water, in their full amount. Landlord will monitor water usage and notify Tenants if the water usage is deemed excessive.

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

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

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

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

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

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

- a) Tenant shall fail to pay any installment of the rent herein reserved when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of ten (10) days from the date such payment was due.

- b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- c) To the extent permitted by U.S. Bankruptcy law, Tenant shall file a petition under any section or chapter of bankruptcy law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.
- d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.
- e) Tenant shall desert or vacate the Premises.
- f) Tenant shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this Paragraph 14), and shall not cure such failure within twenty (20) days after written notice thereof to Tenant (unless a shorter time frame is provided herein).

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

- a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay the Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.
- b) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary without being liable for prosecution or any claim for damages therefore, and relet the Premises and receive the rent therefore; and Tenant agrees to pay to the Landlord on demand and deficiency that may arise by reason of such reletting. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant each mutually agree that Tenant shall not be entitled, under any circumstances to such excess rental, and Tenant does hereby specifically waive any claim to excess rental.

In the event Tenant fails to pay any installment of rent or any reimbursement, additional rental, or any other payment hereunder as and when such payment is due, to help defray the additional cost to Landlord for processing such late payments Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment, reimbursement, additional rental or any other payment and the failure to

pay such late charge within ten (10) days after demand thereof shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Landlord’s other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord’s remedies in any manner.

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

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

Notice Addresses:

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

Tenant:
Painting Wonderland LLC
22249 S. Ellsworth Road
Queen Creek AZ 85142
tara@paintingwonderland.com

Attachment: Draft Lease Agreement (Painting Wonderland Lease)

17. Miscellaneous:

- a) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- b) The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.
- c) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.
- d) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.
- e) If any clause or provision of this Lease is found illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease by a court of competent jurisdiction, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is found illegal, invalid, or unenforceable, there be added as a part of this Lease contract a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- f) All references in this Lease to “the date hereof” or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.
- g) Pursuant to the provisions of A.R.S. 38-511, the Town may cancel any contract or agreement, including this Lease, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is at any time while the contract or any extension thereof is in effect an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.
- h) This terms and provisions of this Lease shall be governed by the laws of the State of Arizona without regard to its conflict of law principles.

EXECUTED by Landlord, this _____ day May, 2019.

ATTEST:

Gail A. Barney, Mayor

Jennifer Robinson, Town Clerk

Dickinson Wright, Town Attorneys

EXECUTED by Tenant, this 17 day of April, 2019.



Painting Wonderland, LLC

By: TARA POOL
Printed Name

Its: Owner
Title

Attachment: Draft Lease Agreement (Painting Wonderland Lease)

Exhibit A

Tenant's Work

- Interior paint
- Handicap grab-bar in bathroom
- Enclose carport with lattice panels pending approval from the Planning Department

PHOENIX 53749-1 369155v2



Requesting Department

Public Works

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: TROY WHITE, PUBLIC WORKS DIRECTOR
RE: Consideration and possible approval of the Sixth Amendment to the Town's agreement with Right Away Disposal (RAD) extending the term for one year, from July 1, 2019 through June 30, 2020, not to exceed \$2,136,000. (FY19/20 Budgeted item)
DATE: May 1, 2019

Staff Recommendation:

Staff recommends approval of the Sixth Amendment to the Town's agreement with Right Away Disposal (RAD) extending the term for one year, from July 1, 2019 through June 30, 2020, not to exceed \$2,136,000 (FY19/20 Budgeted item).

Relevant Council Goal(s):



Effective Government: Solid Waste Services

Proposed Motion:

Move to approve the Sixth Amendment to the Town's agreement with Right Away Disposal (RAD), extending the term for one year, from July 1, 2019 through June 30, 2020, not to exceed \$2,136,000 (FY19/20 Budgeted item).

Discussion:

On January 6, 2010 the Town Council approved a contract with Right Away Disposal (RAD) for the Town's Solid Waste and Recycling Program. The contract term of the Agreement was seven years, beginning in 2010 and ending June 30, 2017. The contract also provides for an option to renew this Agreement for up to three (3) additional one (1) year terms. This provision in no way limits the Town's right to terminate this Agreement at any time during the Initial Term or any extension thereof, pursuant to the provisions of this Agreement.

This will be the Sixth Amendment to the Agreement.

- The first amendment modified the type of Recycling Container used for Neighborhood and Town Recycling Facilities, and associated collection rate, to include a 95 gallon container.

- The second amendment changed the Performance Bond language to allow for the length of the Bond to be “not less than three combined months of service revenue”, which matches our requirement for this type of service. In addition, the second amendment provided a reduced rate for residents requesting a 6 yard container for temporary clean ups, such as move in and move out needs.
- The third amendment clarified the Self-haul section: amended the definition of self-haul material, provided a 1,000 pound per load allowance, and added to the identification requirement that either a valid Driver’s License or Water Bill is acceptable.
- The fourth amendment extended the contract for one additional year, which was the first of the three extensions provided in the original contract.
- The fifth Amendment extended the contract for one additional year, which was the second of the three extensions provided in the original contact.

Over the current term of the contract, RAD has been a valuable partner, providing excellent service for the residential curbside collection, monthly bulk collection, neighborhood recycling center and self-haul transfer station services. They are also an important partner in the community, contributing significantly as a major sponsor to many of the trash and recycling programs, such as: textiles, special event recycling, plastic bag (Bench the Bag) collection program, teacher outreach, and education in the classroom programs.

RAD has also been a fiscally sustainable partner. This has allowed the Town to keep our rates low to the residents (one of the lowest rates in the valley), while providing more services, such as: same day trash and recycling collection, monthly bulk collection, special event recycling and the hazardous waste program.

Consequently, Town staff is recommending the extension of the contract with RAD for an additional one-year term. In FY19, staff will begin the process for a Request for Proposal to solicit for trash and recycling services, in order to be prepared for the end of the final term of the Agreement in FY20, and not interrupt trash collection services.

As part of this recommendation for a contract renewal, staff is requesting the following change:

1. Renew the Original Agreement for one (1) additional one (1) year term on July 1, 2019 and shall continue until June 30, 2020 at 11:59 PM.

Fiscal Impact:

Funding totaling \$2,000,000 is budgeted within the FY 2019/20 Solid Waste Enterprise operating fund for this contract.

Funding totaling \$136,000 is budgeted within the FY 2019/20 for Town facility dumpsters. Funding locations include General Fund, Water Operations, Emergency Services, and Horseshoe Park.

Alternatives:

Council could choose to not approve the one-year renewal and direct staff instead to develop the Request for Proposal for trash and recycling services starting this year.

Attachment(s):

- a. 6th Amendment

SIXTH AMENDMENT TO AGREEMENT

THIS SIXTH AMENDMENT TO RAD CONTRACT #2010-005 AGREEMENT is made and entered into effective as of the 1st day of May 2019 (the “Effective Date”), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation (“Town”), and Right Away Disposal, an Arizona corporation (“RAD”). RAD and Town are sometimes referred to in this First Amendment collectively as the “Parties” and each individually as a “Party.”

RECITALS:

A. The Parties entered into an Agreement for Residential Waste Services, Town Facility Services, Neighborhood Recycling Drop-off Services, Special Events Services and Self-Haul Services, dated January 20th, 2010 which was subsequently amended on June 16th, 2010 (the “First Amendment”), March 17th, 2014 (the “Second Amendment”), August 3rd, 2016 (the “Third Amendment”), March 15th, 2017 (the “Fourth Amendment”), and April 4th, 2018 (the “Fifth Amendment”) (collectively the “Original Agreement”). All capitalized terms used without definition in this Amendment shall have the definitions ascribed to them in the Original Agreement, as modified by this Sixth Amendment.

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

AGREEMENTS:

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

1. Section 3.1.1, Term is hereby amended to renew the Original Agreement for one (1) additional one (1) year term commencing on July 1, 2019 and continuing until June 30, 2020, 11:59 PM, local Arizona time. In FY19, staff will begin the process for Request for Proposal to solicit for trash and recycling services, in order to be prepared for the end of the final term of the Agreement in FY20, and not interrupt trash collection services.
2. Reaffirmation of Original Agreement. Except as amended by this Sixth Amendment, the Original Agreement shall remain in full force and effect. In the event of any conflict between this Sixth Amendment and the Original Agreement, the terms of this Sixth Amendment shall prevail.
3. Counterparts. This Sixth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Amendment may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

[Signature page follows]

Attachment: a. 6th Amendment (RAD CONTRACT)

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

Town of Queen Creek, an Arizona Municipal Corporation

Approval of Town Council,

By: _____
Gail Barney, Mayor

Approval of Contract Administrator,

By: _____
John Kross, Town Manager

ATTEST:

Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM BY:

Dickinson Wright PLLC
Attorneys for the Town

Right Away Disposal

Date: _____

By: _____

Its: _____

Attachment: a. 6th Amendment (RAD CONTRACT)

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO RAD CONTRACT #²⁰⁰~~210~~1-005 AGREEMENT is made and entered into effective as of the 6th day of October, 2010 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and., an Arizona corporation Right Away Disposal and are sometimes referred to in this First Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Agreement for Residential Waste Services, Town Facility Services, Neighborhood Recycling Drop-off Services, Special Events Services and Self-Haul Services, dated January 20th, 2010, the "Original Agreement". All capitalized terms used without definition in this Amendment shall have the definitions ascribed to them in the Original Agreement, as modified by this First Amendment.

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

AGREEMENTS:

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

- Section 1, Definitions, the Amend "**Recycling Container**" definition to read:

Recycling Container shall mean any metal or plastic container, with a capacity of approximately one hundredt ninety-five (195) gallons designed to or intended to be mechanically dumped into a loader-packer type garbage truck and used for Neighborhood Recycling Drop-off Site Services or Town Facility Recycling Services. All such Containers must be clearly marked in a manner approved by the Town.

- Amend a portion of "**APPENDIX B: CONTRACTOR FEES AND TOWN REVENUES – Town Facilities Recycling Services Rates- Collection Rate**" from:

	COLLECTION FREQUENCY	COLLECTION RATE [1]	CONTAINER RENTAL RATE [1][2]
95 gallons	1 x per week	\$ 2.50 /Cart/Month	No Charge
Recycling Container	1 x per week	\$ 11.00 / Recycling Container/Month	No Charge
	2 x per week	\$ 22.00 / Recycling Container/Month	No Charge
	3 x per week	\$ 36.00 / Recycling Container/Month	No Charge
	4 x per week	\$ 50.00 / Recycling Container/Month	No Charge
	5 x per week	\$ 63.00 / Recycling Container/Month	No Charge
	6 x per week	\$ 80.00 / Recycling Container/Month	No Charge
	7 x per week	\$ 99.00 / Recycling Container/Month	No Charge

To:

	COLLECTION FREQUENCY	COLLECTION RATE [1]	CONTAINER RENTAL RATE [1][2]
95 gallons	1 x per week	\$ 2.50 /Cart/Month	No Charge
Recycling Container	1 x per week	\$ 10.00 / Recycling Container/Month	No Charge
	2 x per week	\$ 20.00 / Recycling Container/Month	No Charge
	3 x per week	\$ 32.00 / Recycling Container/Month	No Charge
	4 x per week	\$ 45.00 / Recycling Container/Month	No Charge
	5 x per week	\$ 58.00 / Recycling Container/Month	No Charge
	6 x per week	\$ 73.00 / Recycling Container/Month	No Charge
	7 x per week	\$ 90.00 / Recycling Container/Month	No Charge

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

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

[Signature page follows]


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

Town of Queen Creek, an Arizona Municipal Corporation

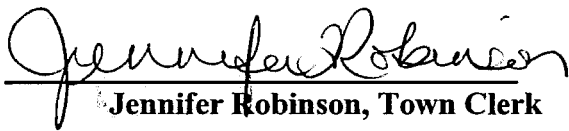
Approval of Town Council,

By: 
Gail Barney, Mayor

Approval of Contract Administrator,

By: 
John Kross, Town Manager

ATTEST:


Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM BY:


Attorney for the Town

Right Away Disposal

Date: 10-6-2010

By: 

Its: Manager

[Faint handwritten text, possibly a signature or initials]

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO RAD CONTRACT #2010-005 AGREEMENT is made and entered into effective as of the 7th day of May, 2014 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and., an Arizona corporation Right Away Disposal and are sometimes referred to in this First Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Agreement for Residential Waste Services, Town Facility Services, Neighborhood Recycling Drop-off Services, Special Events Services and Self-Haul Services, dated January 20th, 2010, the "Original Agreement". All capitalized terms used without definition in this Amendment shall have the definitions ascribed to them in the Original Agreement, as modified by this Second Amendment.

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

AGREEMENTS:

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

- 1. Amend **SECTION 26: PERFORMANCE BOND** from:

"Contractor shall furnish the Town with a Performance Bond in a form acceptable to the Town Attorney covering faithful performance of this Agreement. The bond shall be submitted within forty-five (45) calendar days of the Effective Date. The Bond shall be in an amount not less than annual value of this Agreement and in the form approved by the Procurement Director. The term of the Bond shall be not less than one year beginning on the commencement of Residential Waste Services. The Contractor shall furnish the Town with a renewal of the Bond for an additional term of not less than one year from the expiration date of the Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least thirty (30) calendar days prior to the expiration date of the Bond then in effect. Notwithstanding the foregoing, the Surety shall not be obligated to renew the Performance Bond for any successive year. Non-renewal shall not be construed as a default by the Contractor under the bond and shall not be actionable under any bond provided.

The Performance Bond shall be limited to one and only one surety which shall be issued by a Surety Company authorized to do business in the State of Arizona and have A.M. Best rating of "A" or better and the "T" Underwriting limitation is not exceeded by this Bond."

To:

“Contractor shall furnish the Town with a Performance Bond (the “Bond”) covering faithful performance of this Agreement. The Bond shall be submitted within 45 days following the Effective Date, but in no event later than the Commencement Date. The Bond shall be in an amount not less than three combined months of service revenue anticipated to be received under this Agreement and in a form approved by the Town Attorney. The term of the Bond shall be not less than one year beginning on the Commencement Date. The Contractor shall furnish the Town with a renewal of the Bond for an additional term of not less than one year from the expiration date of the Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least 30 days prior to the expiration date of the Bond then in effect. Notwithstanding the foregoing, the then-current Surety shall not be obligated to renew the Bond for any successive year. Non-renewal shall, however, be construed as a default by the Contractor under this Agreement and the default created by the failure to deliver a renewal Bond shall be actionable under the then-current Bond so provided unless the renewal Bond is delivered no later than 15 days prior to the expiration date of the Bond then in effect.

The Bond (and any renewal Bond) shall be limited to one and only one surety and shall be issued by a Surety Contractor authorized to do business in the State of Arizona and having an A.M. Best rating of “A” or better and the “T” Underwriting limitation shall not be exceeded by the Bond.”

- 2. Amend “APPENDIX B: CONTRACTOR FEES AND TOWN REVENUES – Town Facilities Recycling Services Rates- Collection Rate” to include:

Service Rates for Temporary 6 yard Container – Residential Use

CONTAINER SIZE	COLLECTION FREQUENCY	COLLECTION RATE [1] [3]	CONTAINER RENTAL RATE [2]
6 Yard	On Call	\$150 per Container / Dump	No Charge

[1] The above rates are the sole fees that shall be charged by the Contractor for Temporary 6 yard Containers.
[2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.
[3] Temporary Containers are for the sole use of residential household waste/green waste collection. No construction or demolition waste allowed in temporary frontload containers

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

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

Attachment: a. 6th Amendment (RAD CONTRACT)

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

Town of Queen Creek, an Arizona Municipal Corporation

Approval of Town Council,

By: _____
Gail Barney, Mayor

Approval of Contract Administrator,

By: _____
John Kross, Town Manager

ATTEST:

Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM BY:

Attorney for the Town

Right Away Disposal

Date: 5-13-2011

By: Barney

Its: Mayor

Attachment: a. 6th Amendment (RAD CONTRACT)

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

Town of Queen Creek, an Arizona Municipal Corporation

Approval of Town Council,

By: 
Gail Barney, Mayor

Approval of Contract Administrator,

By: 
John Kross, Town Manager

ATTEST:


Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM BY:


Attorney for the Town

Right Away Disposal

Date: _____

By: _____

Its: _____

Attachment: a. 6th Amendment (RAD CONTRACT)

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO RAD CONTRACT #2010-005 AGREEMENT is made and entered into effective as of the 3rd day of August 2016 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and., an Arizona corporation Right Away Disposal and are sometimes referred to in this Third Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Agreement for Residential Waste Services, Town Facility Services, Neighborhood Recycling Drop-off Services, Special Events Services and Self-Haul Services, dated January 20th, 2010 which was subsequently amended on June 16th, 2010 (the "First Amendment") and May 7th, 2014 (the "Second Amendment"). The January 2010 agreement, as amended, is referred to in this Third Amendment as the "Original Agreement." All capitalized terms used without definition in this Amendment shall have the definitions ascribed to them in the Original Agreement, as modified by this Third Amendment.

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

AGREEMENTS:

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

1. **Section I Definitions:**

"Self-haul" is hereby amended to read: "Self-haul shall mean the picking up Residential Solid Waste, CONSTRUCTION WASTE, DEMOLITION WASTE, Town Facility Solid Waste, Special Event Solid Waste, Bulk Waste, or Animal Waste, EXCLUDING HAZARDOUS OR MEDICAL WASTE, from Residential Waste Service Units, Town Facilities, or Special Events by the Residential Waste Service Unit, Town Facility, sponsor or co-sponsor of a Special Event, or Town and delivery of the Residential Solid Waste, Town Facility Solid Waste, Special Event Solid Waste, Bulk Waste, or Animal Waste to the Disposal Facility by the Residential Waste Service Unit, Town Facility, sponsor or co-sponsor of a Special Event, or Town, UP TO 1,000 POUNDS PER LOAD FOR DISCOUNTED RATE.

"Self-haul Services" — Self-haul Services shall mean the provision of disposal by the Contractor for Residential Solid Waste, CONSTRUCTION WASTE, DEMOLITION WASTE, Town Facility Solid Waste, Special Events Solid Waste, Bulk Waste and Animal Waste, EXCLUDING HAZARDOUS OR MEDICAL WASTE, self-hauled to the Disposal Facility by the Residential Waste Service Unit, Town Facility, sponsor or co-sponsor of a Special Event, or Town UP TO 1,000 POUNDS PER LOAD FOR DISCOUNTED RATE.

2. Section 17.3 Payment to Contractor:

17.3.5 Self-haul Services is hereby amended to read:

Self-hauler shall pay Contractor for Self-haul Services, and provide the required identification of either a valid Driver's License with residential address matching Residential Waste Service Unit or current (within 45 days) Water Bill showing Town trash and recycling services at Residential Waste Service Unit, in an amount equal to:

3. Amend "APPENDIX B: CONTRACTOR FEES AND TOWN REVENUES – Town Facilities Recycling Services Rates- Collection Rate" from:

Self-haul Services Rate	
	SELF-HAUL SERVICE RATE [1]
Pick-up/ Trailer Load	\$10.00 per pick-up/ trailer load

To:

Self-haul Services Rate	
	SELF-HAUL SERVICE RATE [1]
1,000 lbs per Load	\$10.00

as further set forth on Appendix B-2, which is attached hereto and incorporated herein by this reference.

- 4. Reaffirmation of Original Agreement. Except as amended by this Third Amendment, the Original Agreement shall remain in full force and effect. In the event of any conflict between this Third Amendment and the Original Agreement, the terms of this Third Amendment shall prevail.
- 5. Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Amendment may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

[Signature page follows]

Attachment: a. 6th Amendment (RAD CONTRACT)

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

Town of Queen Creek, an Arizona Municipal Corporation

Approval of Town Council,

By: 
Gail Barney, Mayor


Approval of Contract Administrator,

By: 
John Kross, Town Manager

ATTEST:


Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM BY:


Dickinson Wright PLLC
Town Attorneys

Right Away Disposal

Date: 8-3-2016

By: 

Its: 

Attachment: a. 6th Amendment (RAD CONTRACT)

**APPENDIX B-2: CONTRACTOR FEES AND TOWN REVENUES
(CONTINUED)**

Exempt Residential Waste Services Rates

SERVICE RATE	RATES [1]
Exempt Residential Waste Services	
Cart Repossession Rate	\$ 12.50 /Cart
Base Recycling Collection Rate	\$ 4.00 /Residential Waste Service Unit/Month
Additional Recycling Collection Rate	No Charge

[1] Rates are stated in \$/Cart or \$/Residential Waste Service Unit/Month. Rates stated in \$/Residential Waste Service Unit/Month shall be pro-rated based on the start date, as determined by the Town, for such customer. In addition, the above rates are the sole fees that shall be charged for Exempt Residential Waste Services.

Attachment: a. 6th Amendment (RAD CONTRACT)

APPENDIX B-2: CONTRACTOR FEES AND TOWN REVENUES (CONTINUED)

Town Facility Solid Waste Services Rates- Cart and Dumpster Service

	RATES	COLLECTION FREQUENCY PER WEEK [1]						
		1x	2x	3x	4x	5x	6x	7x
Solid Waste Cart Service								
95 gallons	Collection Rate	\$3.00	\$6.00	\$10.00	\$14.00	\$18.00	\$22.00	\$26.00
	Disposal Rate	\$4.00	\$7.00	\$12.00	\$17.00	\$22.00	\$27.00	\$32.00
Dumpster Service								
2 CY	Collection Rate	\$15.00	\$31.00	\$48.00	\$63.00	\$80.00	\$102.00	\$130.00
	Disposal Rate	\$15.00	\$31.00	\$48.00	\$63.00	\$80.00	\$102.00	\$130.00
	Dumpster Rental Rate[2]	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
4 CY	Collection Rate	\$27.00	\$56.00	\$89.00	\$120.00	\$155.00	\$192.00	\$235.00
	Disposal Rate	\$27.00	\$56.00	\$89.00	\$120.00	\$155.00	\$192.00	\$235.00
	Dumpster Rental Rate [2]	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
6 CY	Collection Rate	\$40.00	\$81.00	\$123.00	\$171.00	\$215.00	\$270.00	\$325.00
	Disposal Rate	\$40.00	\$81.00	\$123.00	\$171.00	\$215.00	\$270.00	\$325.00
	Dumpster Rental Rate [2]	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
8 CY	Collection Rate	\$54.00	\$104.00	\$165.00	\$220.00	\$275.00	\$340.00	\$415.00
	Disposal Rate	\$54.00	\$104.00	\$165.00	\$220.00	\$275.00	\$340.00	\$415.00
	Dumpster Rental Rate [2]	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge

[1] Rates are stated in \$/Container/Month; however, the rate shall be pro-rated based on the start date, as determined by the Town, for such customer. In addition, the above rates are the sole fees that shall be charged for Town Facility Solid Waste Services via Carts and Dumpsters.

[2] Dumpster Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Dumpster.

Town Facility Solid Waste Services Rates – Roll-off Service

ROLL-OFF SIZE	COLLECTION RATE [1]	DISPOSAL RATE [1]	CONTAINER RENTAL RATE [1][2]
10 CY	\$ 99.00 /Container/Pull	\$ 38.00 /Ton	No Charge
20 CY	\$ 99.00 /Container/Pull	\$ 38.00 /Ton	No Charge
30 CY	\$ 99.00 /Container/Pull	\$ 38.00 /Ton	No Charge
40 CY	\$ 99.00 /Container/Pull	\$ 38.00 /Ton	No Charge

[1] The above rates are the sole fees that shall be charged for Town Facility Solid Waste Services via Roll-offs.

[2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

Attachment: a. 6th Amendment (RAD CONTRACT)

**APPENDIX B-2: CONTRACTOR FEES AND TOWN REVENUES
(CONTINUED)**

Town Facilities Recycling Services Rates- Excluding Signage Recycling

	COLLECTION FREQUENCY	COLLECTION RATE [1]	CONTAINER RENTAL RATE [1][2]
95 gallons	1 x per week	\$ 2.50 /Cart/Month	No Charge
Recycling Container	1 x per week	\$ 11.00 /Recycling Container/Month	No Charge
	2 x per week	\$ 22.00 / Recycling Container/Month	No Charge
	3 x per week	\$36.00 / Recycling Container/Month	No Charge
	4 x per week	\$ 50.00 / Recycling Container/Month	No Charge
	5 x per week	\$ 63.00 / Recycling Container/Month	No Charge
	6 x per week	\$ 80.00 / Recycling Container/Month	No Charge
	7 x per week	\$ 99.00 / Recycling Container/Month	No Charge

- [1] Rates are stated in \$/Recycling Container/Month; however, the rate shall be pro-rated based on the start date, as determined by the Town, for such customer. In addition, the above rates are the sole fees that shall be charged for Town Facility Recycling Services for recycling excluding signage recycling.
- [2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

Town Facility Recycling Services Rates – Signage Recycling

ROLL-OFF SIZE	COLLECTION RATE [1]	CONTAINER RENTAL RATE [1][2]
10 CY	\$ 150.00 /Container/Pull	No Charge
20 CY	\$ 150.00 /Container/Pull	No Charge
30 CY	\$ 150.00 /Container/Pull	No Charge
40 CY	\$ 150.00 /Container/Pull	No Charge

- [1] The above rates are the sole fees that shall be charged for Town Facility Recycling Services for signage recycling.
- [2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

Attachment: a. 6th Amendment (RAD CONTRACT)

APPENDIX B-2: CONTRACTOR FEES AND TOWN REVENUES (CONTINUED)

Neighborhood Recycling Drop-off Site Services Rates

COLLECTION FREQUENCY	COLLECTION RATE [1]	CONTAINER RENTAL RATE [1][2]
1 x per week	\$ 11.00 / Recycling Container/Month	\$ 8.00 / Recycling Container/Month
2 x per week	\$ 22.00 / Recycling Container/Month	\$ 8.00 / Recycling Container/Month
3 x per week	\$ 36.00 / Recycling Container/Month	\$ 8.00 / Recycling Container/Month
4 x per week	\$ 50.00 / Recycling Container/Month	\$ 8.00 / Recycling Container/Month
5 x per week	\$ 63.00 / Recycling Container/Month	\$ 8.00 / Recycling Container/Month
6 x per week	\$ 80.00 / Recycling Container/Month	\$ 8.00 / Recycling Container/Month
7 x per week	\$ 99.00 / Recycling Container/Month	\$ 8.00 / Recycling Container/Month

- [1] Rates are stated in \$/Recycling Container/Month; however, the rate shall be pro-rated based on the start date, as determined by the Town, for such customer. In addition, the above rates are the sole fees that shall be charged for Neighborhood Recycling Drop-off Site Services.
- [2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

Special Event Services Rates – Solid Waste Services

ROLL-OFF SIZE	COLLECTION RATE [1]	DISPOSAL RATE [1]	CONTAINER RENTAL RATE [1][2]
10 CY	\$ 175.00 /Container/Pull	\$ 38.00 /Ton	No Charge
20 CY	\$ 175.00 /Container/Pull	\$ 38.00 /Ton	No Charge
30 CY	\$ 175.00 /Container/Pull	\$ 38.00 /Ton	No Charge
40 CY	\$ 175.00 /Container/Pull	\$ 38.00 /Ton	No Charge

- [1] The above rates are the sole fees that shall be charged for Special Event Services.
- [2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

Special Event Services Rates – Electronics Recycling Services

ROLL-OFF SIZE	COLLECTION RATE [1]	PROCESSING AND MARKETING RATE [1]	CONTAINER RENTAL RATE [1][2]
10 CY	No Charge	No Charge	No Charge
20 CY	No Charge	No Charge	No Charge
30 CY	No Charge	No Charge	No Charge
40 CY	No Charge	No Charge	No Charge

- [1] The above rates are the sole fees that shall be charged for Special Event Services.
- [2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

Self-haul Services Rate

	SELF-HAUL SERVICE RATE [1]
Pick-up/ Trailer Load 1,000 LBS PER LOAD	\$10.00 per pick-up/trailer load

- [1] Self-haul Service Rate shall be the sole fee charged by the Contractor for the Self-haul Services.

PHOENIX 53749-1 309646v3

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO RAD CONTRACT #2010-005 AGREEMENT is made and entered into effective as of the 15th day of March 2017 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and Right Away Disposal, an Arizona corporation ("RAD"). RAD and Town are sometimes referred to in this First Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Agreement for Residential Waste Services, Town Facility Services, Neighborhood Recycling Drop-off Services, Special Events Services and Self-Haul Services, dated January 20th, 2010 (the "Original Agreement"). All capitalized terms used without definition in this Amendment shall have the definitions ascribed to them in the Original Agreement, as modified by this Fourth Amendment.

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

AGREEMENTS:

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

1. Section 3.1.1, Term is hereby amended to renew the Original Agreement for one (1) additional one (1) year term commencing on July 1, 2017 and continuing until June 30, 2018, 11:59 PM, local Arizona time, with the option to renew, at the Town's sole discretion, for up to two (2) additional one (1) year terms.

2. Section 4.4, Special Events Services, is hereby amended to read:

Contractor shall provide, on a frequency and schedule solely decided by the Contract Administrator, Solid Waste Services to Special Events. In addition, Contractor shall provide, on a frequency and schedule solely decided by the Contract Administrator, Electronics Recycling Services to Special Events, which should include a Certificate of Data Destruction for all applicable electronics. The Contract Administrator shall solely decide the number and combination of Solid Waste Cart(s) and Container(s).

3. Section 10.1.3, Self-haul Services, is hereby amended to read:

Excluding holidays as defined in this Agreement, Contractor shall provide Residential Collection Services from Monday through ~~Thursday~~ Friday, 6:30 AM, local Arizona time to 4:00 PM, local Arizona time and Saturday between 7:00 AM, local Arizona time to 4:00 PM, local Arizona time at a minimum excluding holidays as defined in this Agreement.

4. Section 11, Holidays, is hereby amended to read:

For purposes of this Agreement, holidays shall include the following:

- (i) New Year's Day
- (ii) Independence Day
- (iii) Thanksgiving Day
- (iv) Christmas Day
- ~~(v) Memorial Day~~
- ~~(vi) Labor Day~~

The Town, at its sole discretion, may add or delete holidays. If the Town elects to add or delete holidays, the Town will provide the Contractor notice in accordance with the provisions of this Agreement. Excluding Special Events Services, Contractor shall perform the scheduled collection, including Bulk Services, for the holiday and the remainder of the week ending on Thursday on the next calendar day after the scheduled collection day. For Special Events Services, Contractor shall perform the scheduled collection on the scheduled collection day regardless of whether the collection day is a holiday.

5. Section 14.2, Litter, is hereby amended to read:

The Contractor shall be required to pick up any and all litter including any glass spillage which blows or falls from the Disposal Facility or Recycling Facility or Neighborhood Recycling Center onto the site or adjoining or surrounding property by the end of each workday or by the end of the first shift, if operated for more than ten (10) hours per day. All on-site parking areas and roadways shall be swept at least once per month.


6. Reaffirmation of Original Agreement. Except as amended by this Fourth Amendment, the Original Agreement shall remain in full force and effect. In the event of any conflict between this Fourth Amendment and the Original Agreement, the terms of this Fourth Amendment shall prevail.
7. Counterparts. This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Amendment may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

[Signature page follows]

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

Town of Queen Creek, an Arizona Municipal Corporation

Approval of Town Council,

By: 
Gail Barney, Mayor

Approval of Contract Administrator,

By: 
John Kross, Town Manager

ATTEST:


Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM BY:


Dickinson Wright PLLC
Attorneys for the Town

Right Away Disposal

Date: 3-9-2017

By: 

Its: Manager

PHOENIX 53749-1 354258v1

Attachment: a. 6th Amendment (RAD CONTRACT)

FIFTH AMENDMENT TO AGREEMENT

THIS FIFTH AMENDMENT TO RAD CONTRACT #2010-005 AGREEMENT is made and entered into effective as of the 4th day of April 2018 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and Right Away Disposal, an Arizona corporation ("RAD"). RAD and Town are sometimes referred to in this Fifth Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Agreement for Residential Waste Services, Town Facility Services, Neighborhood Recycling Drop-off Services, Special Events Services and Self-Haul Services, dated January 20th, 2010 which was subsequently amended on June 16th, 2010 (the "First Amendment"), May 17, 2014 (the "Second Amendment"), August 3rd, 2016 (the "Third Amendment"), and March 15th, 2017 (the "Fourth Amendment") (collectively the "Original Agreement"). All capitalized terms used without definition in this Amendment shall have the definitions ascribed to them in the Original Agreement, as modified by this Fifth Amendment.

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

AGREEMENTS:

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

1. Section 3.1.1, Term is hereby amended to renew the Original Agreement for one (1) additional one (1) year term commencing on July 1, 2018 and continuing until June 30, 2019, 11:59 PM, local Arizona time, with the option to renew, at the Town's sole discretion, for up to one (1) additional one (1) year term.
2. Reaffirmation of Original Agreement. Except as amended by this Fifth Amendment, the Original Agreement shall remain in full force and effect. In the event of any conflict between this Fifth Amendment and the Original Agreement, the terms of this Fifth Amendment shall prevail.
3. Counterparts. This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Amendment may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

[Signature page follows]

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

Town of Queen Creek, an Arizona Municipal Corporation

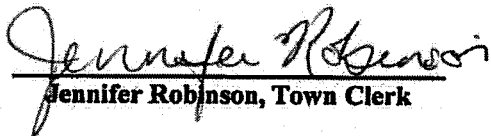
Approval of Town Council,

By: 
Gail Barney, Mayor


Approval of Contract Administrator,

By: 
John Kross, Town Manager

ATTEST:


Jennifer Robinson, Town Clerk

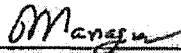
REVIEWED AS TO FORM BY:


Dickinson Wright PLLC
Attorneys for the Town

Right Away Disposal

Date: 2-20-2018

By: 

Its: 

Attachment: a. 6th Amendment (RAD CONTRACT)



Requesting Department

Town Manager

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: TRACY CORMAN, ASSISTANT TO THE TOWN MANAGER

RE: Discussion on the Town of Queen Creek 2019-2024 Corporate Strategic Plan.

DATE: May 1, 2019

Relevant Council Goal(s):



The Strategic Plan encompasses the Council's Strategic Priorities and Goals for the current fiscal year and beyond.

Discussion:

The Corporate Strategic Plan (CSP) is a goal setting document, and is reviewed annually and updated as directed by the Council. It is an integral part of the Town's annual work program; and establishes a clear direction for the Town's management team, comprised of the Town Manager and all department directors. The CSP provides general guidance for the overall direction of the organization. It translates the general mandate and mission of the organization into Strategic Priorities and Goals. The CSP includes five Strategic Priorities: Effective Government, Safe Community, Secure Future, Superior Infrastructure and Quality Lifestyle. These Strategic Priorities each include a set of goals that guide the Town Manager and Town departments as they shape programs and develop work plans.

The Town Manager, along with the department directors, develop an implementation plan that includes administrative Objectives. The Objectives flesh out the strategic plan and operationalize its Strategic Priorities and Goals. They also set out the specific tasks to be performed in moving toward the Strategic Priorities and Goals. This document is prepared and used by the management team and also importantly is addressed in every employee's performance evaluation. Each employee has a part in implementing the CSP.

Every quarter each department reports on the implementation status of the Strategic Plan Goals and Objectives. Attached is a short example of the FY19 second quarter

status report showing the most recent update on a few of the goals from the Strategic Plan. The report is a tool used by Town management to centralize the tracking of performance and progress towards the annual Strategic Plan goals. In addition to the status and progress towards the goals, the report identifies any areas of disruption and the actions being taken to address the disruption. This report provides a dashboard view of overall progress on each Strategic Priority, as well as more detail on individual Goals. Each Goal includes a color coded progress meter showing the status of all of the administrative Objectives under that Goal. The narrative for the Goal includes a summary of the progress of major initiatives and tasks included in the Objectives.

The timing for the annual Council review of the CSP Goals aligns with the Town's budget adoption process. In preparation for the next fiscal year, the management team has developed proposed new goals and updates to existing goals to be included in the 2019-2024 Corporate Strategic Plan. The proposed changes reflect completion of existing goals, and new direction provided by the Council since the approval of last year's Corporate Strategic Plan.


The proposed changes are attached in the redlined draft Town of Queen Creek Corporate Strategic Plan 2019-2024. The changes are presented in legislative format. Where noted in capital letters, that text is recommended to be added. Where strikeout is identified, this text is recommended for deletion.

Attachment(s):

Redlined draft of the Town of Queen Creek Corporate Strategic Plan 2019-2024
Sample Third Quarter FY19 Corporate Strategic Plan Status Report

Corporate Strategic Plan Update 2019-2024 Recommended Changes


Rev. 3/27/2019

Strategic Priority	Goal	Department	
 Effective Government	Strategic Priority #1: Effective Government An effective local government is aware of citizens' needs and provides the services that residents want. This can be achieved by managing the price of government and introducing innovative business practices, using new technology, hiring quality employees and leveraging Town partnerships to save resources.		
	1.1	FINANCIAL STABILITY: Maintain a stable long-term cost and revenue structure that ensures intergenerational equity and an appropriate allocation of costs.	Finance
	1.2	FINANCIAL STABILITY: Adopt balanced budgets each year to ensure costs are kept within available revenues.	Finance
	1.3	FINANCIAL STABILITY: Continue to monitor and update employee benefits strategies and evaluate trends.	Workforce & Technology
	1.4	FINANCIAL STABILITY: Continue progressive strategies to attract and retain high-performing staff.	Workforce & Technology
	1.5	FINANCIAL STABILITY: Maintain staffing levels that are consistent with the community's goals.	Workforce & Technology
	1.6	FINANCIAL STABILITY Develop a collaborative capital improvement program (CIP) with the counties and adjacent communities for construction of the regional network of roads, and ensure the Town's arterial roads are prioritized for connecting within the region, notably Gilbert, Mesa, APACHE JUNCTION, Florence, MARICOPA AND Pinal COUNTIES, and State Lands.	Public Works/ Intergovernmental Relations
	1.7	INTERGOVERNMENTAL RELATIONS: Cultivate relationships with the state, counties, local, regional, and statewide partners to: encourage other levels of government to work collaboratively with the town on issues of mutual interest; protect local funding and self-determination; enhance opportunities to improve the town's economic sustainability; and secure existing revenue to provide for public safety and needed infrastructure development.	Intergovernmental Relations
	1.8	INTERGOVERNMENTAL RELATIONS: Sustain collaboration with the community's schools on issues that are of benefit to the Town as a whole.	Town Manager's Office
	1.9	COUNCIL LEADERSHIP ROLES: Continue to strengthen the effectiveness of the Town Council through professional development and training opportunities and strategic planning sessions.	Town Council
1.10	COUNCIL LEADERSHIP ROLES: Work to ensure that Queen Creek has a voice in regional organizations, and enhance where appropriate Queen Creek's leadership opportunities in groups such as, but not limited to, LEVERAGE LEADERSHIP ROLES AS WELL AS MEMBERSHIP WITH ORGANIZATIONS SUCH AS Maricopa Association of Governments, Central Arizona Governments, East Valley Partnership, League of Cities and Towns, and other regional and national organizations TO PROMOTE SOUND PUBLIC POLICY, ADVANCE CRITICAL TRANSPORTATION AND WATER/WASTEWATER PROJECTS, PARTNER WITH	Intergovernmental Relations	

Attachment: Redlined draft of the Town of Queen Creek Corporate Strategic Plan 2019-2024 (CSP 2019-

**Corporate Strategic Plan Update 2019-2024
Recommended Changes**


Rev. 3/27/2019

		THE BUSINESS COMMUNITY AND TAKE ADVANTAGE OF UNIQUE AND INNOVATIVE OPPORTUNITIES TO ENHANCE THE LIVES OF OUR CURRENT AND FUTURE RESIDENTS.	
	NEW	WORK WITH THE LOCAL AND REGIONAL COMMUNITY TO FACILITATE A SUCCESSFUL COUNT IN THE 2020 CENSUS, ENSURING ACCURATE FEDERAL AND STATE FUNDING AND REPRESENTATION FOR THE RESIDENTS OF QUEEN CREEK.	Town Manager's Office/ Intergovernmental Relations/ Communications & Marketing
	NEW	FINANCIAL STABILITY: EVALUATE AND IMPLEMENT STRATEGIES TO FULLY FUND PENSION LIABILITIES FOR PUBLIC SAFETY AND GENERAL EMPLOYMENT.	Finance
 Safe Community	Strategic Priority #2: Safe Community Queen Creek has low crime rates AND STRIVES TO MEET ADOPTED STANDARDS FOR POLICE AND FIRE SERVICES . Residents continue to rate their interactions with public safety personnel highly in community surveys. As our Town grows, ensuring the safety of the public continues to be among our highest priorities. This means hiring and training quality first responders and finding innovative ways to MAINTAIN AND improve delivery of emergency services.		
	2.1	PUBLIC SAFETY: Implement recommendations from the Law Enforcement Services Master Plan and Law Enforcement Strategic plan, to provide tailored law enforcement services to the Town of Queen Creek with a collaborative approach.	Law Enforcement
	2.2	PUBLIC SAFETY: Proactively work to provide fire services to the Eastern portion of the community AND TO EXPAND THE TOWN'S FIRE DISTRICT TO INCLUDE THE REMAINING MUNICIPAL PLANNING AREA.	Fire & Medical
	2.3	PUBLIC SAFETY: Maintain emergency transport service agreement addressing community needs and standards, with a qualified private sector provider. Evaluate options for ambulance services if the private sector leaves the market.	Fire & Medical
	2.4	PUBLIC SAFETY: Continue and update the Emergency Operations Plan (EOP) for response capabilities and community preparedness AND (CERT) TRAINING CLASSES. THE QCFMD HAS ESTABLISHED A GOAL OF CERTIFYING TEN PERCENT OF QUEEN CREEK'S POPULATION BY 2023 IN CPR, INCLUDING "HANDS-ONLY CPR. A COMMUNITY TASK FORCE TO DEVELOP A TOWN-WIDE PLAN TO BETTER PREPARE QUEEN CREEK WHEN RESPONDING TO AND MITIGATING HOSTILE EVENTS, SUCH AS ACTIVE SHOOTER.	Fire & Medical
	2.5	COMMUNITY INVOLVEMENT: Continue advancements in resident engagement through multiple opportunities and strategies, such as but not limited to, community events, targeted outreach programs, and interactive digital communications.	Communications, Marketing & Recreation
	2.6	COMMUNITY INVOLVEMENT: Increase community awareness, involvement, and engagement with both traditional and innovative community policing strategies.	Law Enforcement

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**Corporate Strategic Plan Update 2019-2024
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Rev. 3/27/2019

	2.7	CAPITAL IMPROVEMENT PROGRAM: Maintain efforts towards completion of the elements of the CIP such as construction of new stations in order to meet the level of service.	Fire & Medical
	NEW	PUBLIC SAFETY: CONDUCT A STUDY AND ASSESSMENT OF LAW ENFORCEMENT SERVICES FOR THE COMMUNITY.	Town Manager's Office
 <p>Secure Future</p>	<p>Strategic Priority #3: Secure Future Securing Queen Creek’s future involves strengthening the Town’s financial condition by implementing strong management strategies within the organization, and by increasing the number of employment opportunities available to residents. This priority also relates to securing our water supply for the benefit of future residents.</p>		
	3.1	ENVIRONMENT: Continue development of sustainable long-range plans for water, reclaimed water, and wastewater THAT SUPPORTS THE GENERAL PLAN. THE TOWN WILL EVALUATE AND POSSIBLY PURSUE WATER ACQUISITION STRATEGIES SUCH AS A TOWN “EFFLUENT” LAKE PROGRAM, ACQUIRING NEW EFFLUENT, WATER CREDITS, AVAILABLE WATER RIGHTS CONSISTENT WITH ARIZONA WATER LAW AND POLICY AND OTHER STRATEGIES AS DETERMINED NECESSARY.	Utilities
	3.2	ENVIRONMENT: Ensure a continued safe and sustainable water supply that fully implements the General Plan.	Utilities
	3.3	LAND USE & ECONOMIC DEVELOPMENT: Plan for an economically sustainable build-out.	Development Services
	3.4	LAND USE & ECONOMIC DEVELOPMENT: Collaborate and partner with Phoenix-Mesa Gateway Airport, Visit Mesa, GPEC, EVP, and CABC on economic development and tourism related initiatives, and leverage other partnerships as appropriate.	Economic Development
	3.5	LAND USE & ECONOMIC DEVELOPMENT: Proactively work WITH THE ARIZONA STATE LAND DEPARTMENT TO ANNEX AND REZONE THE 4,140 ACRES OF STATE LAND ADJACENT TO THE FUTURE SR24 ALIGNMENT. to secure the best opportunity for the 5.5 square miles of state lands and include them in the Town’s planning area. Work with the state land department on a CAG 208 permit.	Utilities
	3.6	LAND USE & ECONOMIC DEVELOPMENT: Continue evaluating potential annexations of lands that support the Town’s strategic priorities.	Development Services
	3.7	LAND USE & ECONOMIC DEVELOPMENT: Generate more economic synergy within the Town Center, enhance the sense of place, and attract additional investment through implementation of the Town Center Plan.	Economic Development
	3.8	LAND USE & ECONOMIC DEVELOPMENT: Implement strategies outlined in the Economic Development Strategic Plan to attract private investment and foster job creation by focusing on business development, entrepreneurship, agritainment/destination tourism, economic foundations (infrastructure); and marketing and promotion.	Economic Development

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**Corporate Strategic Plan Update 2019-2024
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Rev. 3/27/2019

	3.9	LAND USE & ECONOMIC DEVELOPMENT: Administer and manage the Town's development standards and procedures with available resources. CONTINUE TO EVALUATE AND RE-CALIBRATE THE REQUIREMENTS AND STANDARDS IN THE ZONING ORDINANCE AND DESIGN STANDARDS FOR IMPROVEMENT AND CONSISTENCY WITH EVOLVING INDUSTRY STANDARDS AND STATUTORY CHANGES. REGULARLY REVIEW PROCESSES AND PROCEDURES IN OUR APPLICATION PERMITTING AREA FOR IMPROVEMENT TO CONTINUE TO PROVIDE HIGH QUALITY SERVICE TO CITIZENS AND THE DEVELOPMENT COMMUNITY.	Development Services
	3.10	FINANCIAL STABILITY: Ensure customer rate structures are appropriately set to pay for adopted service levels.	Finance
	NEW	LAND USE & ECONOMIC DEVELOPMENT: WORK WITH LAND OWNERS IN THE NORTHERN TIER TO ESTABLISH EMPLOYMENT OVERLAY DISTRICTS, WHERE APPROPRIATE, TO INCREASE SPEED TO MARKET FOR EMPLOYMENT USES AND MANUFACTURING OPPORTUNITIES. DESIGNATE TEAM TO FAST TRACK AND FACILITATE PROCESS.	Economic Development/ Development Services
	NEW	LAND USE & ECONOMIC DEVELOPMENT: DEVELOP AN INTERNAL PROGRAM TO ASSIST "STRATEGIC PROJECTS" THROUGH THE DEVELOPMENT SERVICES PROCESS, AND WILL FURTHER THE GOALS OUTLINED IN THE GENERAL PLAN AND ECONOMIC DEVELOPMENT STRATEGIC PLAN.	Economic Development/ Development Services



Strategic Priority #4: Superior Infrastructure

With the growth of residential and **NON-RESIDENTIAL** development comes the challenge of satisfying public demand for quality streets, lights, utilities and parks. The construction and maintenance of a high-quality public infrastructure is a priority.


Superior Infrastructure

4.1	CAPITAL IMPROVEMENT PLAN: Annually develop a 5-year comprehensive CIP Plan.	Public Works
4.2	CAPITAL IMPROVEMENT PLAN: Implement the Parks and Recreation Master Plan.	Communications, Marketing & Recreation
4.3	CAPITAL IMPROVEMENT PLAN: Maintain a pavement preservation plan that is cost effective and utilizes current best practices.	Public Works
4.4	CAPITAL IMPROVEMENT PLAN: COMPLETE THE design the QC Sports Complex as indicated in the Parks and Recreation Master Plan. INITIAL IMPLEMENTATION WILL BE COMPLETING GRADING AND DRAINAGE INFRASTRUCTURE OF THE DESIGN.	Communications, Marketing & Recreation
4.5	TECHNOLOGY: Continue to work with technology providers to provide services Town wide (cell, internet, fiber, etc.).	Workforce & Technology
4.6	TECHNOLOGY: Implement recommendations and strategies of the Information Technology Strategic Plan.	Workforce & Technology

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**Corporate Strategic Plan Update 2019-2024
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Rev. 3/27/2019

	4.7	TECHNOLOGY: Continue to research and identify AND IMPLEMENT relevant technologies, innovations and SMART practices that have the potential to advance a resilient and high quality of life for our residents AND BUSINESS.	Workforce & Technology
	4.8	CAPITAL IMPROVEMENT PLAN: Ensure long-range financial plans are in place to adequately build, maintain, and replace needed infrastructure.	Finance
	4.9	FINANCIAL STABILITY: Improve the town's bond ratings in order to lower borrowing costs.	Finance
	NEW	<p>CAPITAL IMPROVEMENT PLAN: DEVELOP AN INNOVATIVE INFRASTRUCTURE SYSTEM THAT MEETS THE NEEDS OF FUTURE GENERATIONS.</p> <ol style="list-style-type: none"> 1. DEVELOP POLICIES THAT ENCOURAGE PUBLIC AND PRIVATE INVESTMENT IN TRANSPORTATION TECHNOLOGY RELATED TO AUTONOMOUS VEHICLES. 2. LEVERAGE THE USE OF NEW AND EMERGING TECHNOLOGIES TO ENHANCE OPERATIONAL CAPABILITIES OF THE TRANSPORTATION SYSTEM 3. CONDUCT A TRANSIT FEASIBILITY STUDY TO DETERMINE THE TIMING FOR PROVIDING TRANSIT SERVICES FOR THE ELDERLY AND THE DISADVANTAGED AND CONSIDER ALTERNATIVE APPROACHES TO PROVIDING THESE SERVICES, SUCH AS: RIDE SHARE, UBER, AND LYFT. 4. IMPLEMENT WATER MASTER PLAN. 5. IMPLEMENT INITIAL PHASES OF TOWN CENTER INFRASTRUCTURE, THAT IS, WATER, SEWER AND STORM DRAIN SYSTEMS. PARTNER WITH PRIVATE SECTOR ON INFRASTRUCTURE AS APPROPRIATE TO LEVERAGE RESOURCES AND ACCELERATE INVESTMENT. 	Public Works, Utilities, Economic Development
<p>Strategic Priority #5: Quality Lifestyle</p> <p>Queen Creek will leverage its strong image as a tight-knit, family friendly community to encourage more residents to participate in public events, attract new businesses and further establish our reputation as one of the best destinations in Arizona. We will seek to enhance this unique lifestyle through OUR COMMITMENT TO INVESTING IN NECESSARY INFRASTRUCTURE, NEW RECREATIONAL OPPORTUNITIES, CULTURAL EVENTS AND public art.</p>			
 Quality Lifestyle	5.1	IMAGE & IDENTITY: Continue development of the Town's brand awareness including existing and new partnerships.	Communications, Marketing & Recreation
	5.2	IMAGE & IDENTITY: Evaluate current and future park amenities to ensure the community has access to a variety of up-to-date parks, trails and publicly accessible open spaces.	Communications, Marketing & Recreation
	NEW	<p>IMAGE & IDENTITY: ACTIVATE THE TOWN'S ARTS COMMISSION TO DEVELOP AND IMPLEMENT A MASTER PLAN CONSISTENT WITH THE COUNCIL GOALS. A MASTER PLAN SHOULD CONSIDER A PHASED APPROACH TO IMPLEMENTATION WITH THE DOWNTOWN CORE IDENTIFIED AS A KEY AREA TO CREATE AN ENVIRONMENT OF CREATIVITY AND PLACEMAKING (AS PART OF A LARGER INITIATIVE TO ACTIVATE THE DOWNTOWN CORE).</p>	Development Services/Economic Development

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Rev. 3/27/2019

	NEW	ENVIRONMENT: PRESERVE AND ENHANCE THE TOWN'S NATURAL RESOURCES (I.E. WASHES AND SAN TAN MOUNTAINS).	Public Works, Communications, Marketing & Recreation
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Attachment: Redlined draft of the Town of Queen Creek Corporate Strategic Plan 2019-2024 (CSP 2019-



TOWN OF
QUEEN CREEK
ARIZONA

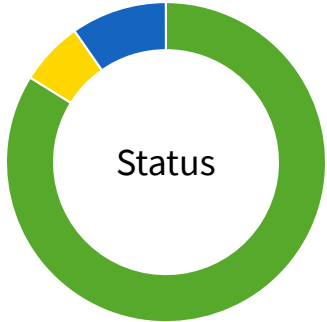
Sample Third Quarter FY19 CSP Status Report

Jan 11, 2019 - Mar 29, 2019

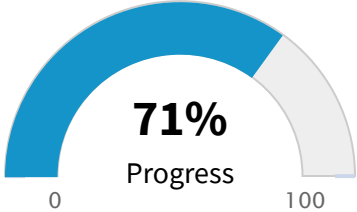
Attachment: Sample Third Quarter FY19 Corporate Strategic Plan Status Report (CSP 2019-2024 Introduction)

5 Strategic Priority	13 Goal	1 Objective
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Overall Summary

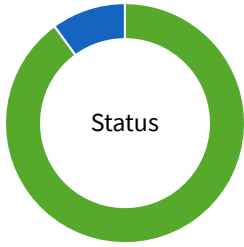


Status	%
On Track	83.87
Some Disruption	6.45
Completed	9.68



Plan Summary

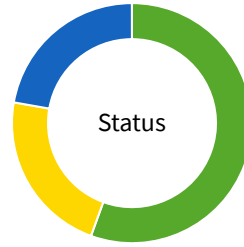
Strategic Priority 1



	%	#
On Track	90.0	27
Completed	10.0	3

Effective Government - An effective local government is aware of citizens' needs and provides the services that residents want. This can be achieved by managing the price of government and introducing innovative business practices, using new technology, hiring quality employees and leveraging Town partnerships to save resources.

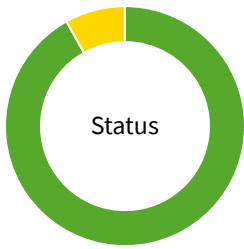
Strategic Priority 2



	%	#
On Track	55.56	10
Some Disruption	22.22	4
Completed	22.22	4

Safe Community - A safe community is the result of careful planning and dedicated preparation . One problem we face is adapting to shifts in criminal behavior and changes in the health care industry, but we can overcome these challenges by emphasizing Public Safety and Community Involvement.

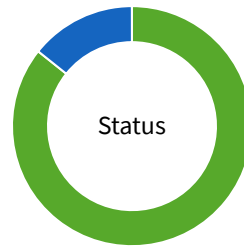
Strategic Priority 3



	%	#
On Track	91.89	34
Some Disruption	8.11	3

Secure Future - Securing a bright future for the next generation will require us to protect our pristine environment and wisely develop open land . Focusing on preserving our water supply, using accepted land-use planning methods, and developing a robust local economy are all critical to ensuring Queen Creek is a great place to live for years to come.

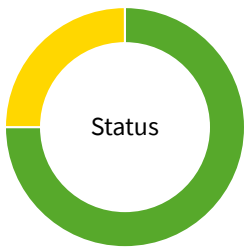
Strategic Priority 4



	%	#
On Track	85.71	30
Completed	14.29	5

Superior Infrastructure - Building a high-quality infrastructure is a large, complex undertaking . Focusing on key result areas like the Capital Improvement Program and Technology will help us accomplish this strategically important task.

Strategic Priority 5



	%	#
On Track	75.0	3
Some Disruption	25.0	1

Quality Lifestyle - We will continue to set goals in the key result area of Image and Identity in order to take our reputation of having a high quality of life to the next level . Queen Creek's perfect mix of convenience and comfort should be celebrated in all communication materials, at special events and by residents in their daily lives.

Goal 1.2 Progress 80%

FINANCIAL STABILITY - Adopt balanced budgets each year to ensure costs are kept within available revenues



Updated on Mar 29, 2019 15:09:42

The FY19-20 Recommended Budget was released March 21st. Briefings are being held with individual Council members, and the Budget Committee is scheduled to meet on April 4th. The only remaining policy issue for Council is the property tax levy for FY19-20, with options already presented to Council at their March 2nd Strategic Planning session. Final adoption will be scheduled for consideration at the second Council meeting in May.

Objective 1.2.1: Evaluate and refine the monthly and quarterly financial reports. (80% completed)

The Monthly Report format has been finalized. Reporting schedule has been developed. Internal monthly reports are occurring. In lieu of quarterly reports, Finance will include the monthly reports in the Weekly Update on the last week of each month. Possible monthly reports for the utility budgets are now being discussed.

Goal 1.4 Progress 75%

FINANCIAL STABILITY - Continue progressive strategies to attract and retain high-performing staff.



Updated on Mar 25, 2019 20:31:33

Objective 1.4.1: Continuation of Town-sponsored mentoring program. (75% completed)

This year's mentoring class continues to progress, as monitored by Mentoring program chair Nina Waters. This is the fourth year of the mentoring program, which includes nine mentoring partnerships. Graduation is set for March 2019.

Objective 1.4.2: Supervisory-specific Training opportunities offered quarterly. (75% completed)

Management Planning Session on October 18th included a sexual harassment and civil treatment discussion and presentation by Amy Lieberman. Remainder of Town staff completed an overall two-hour civil treatment program in November 2018, with over 200 employees trained by Maricopa Corporate College. Additional training continues through Town's electronic training program of Safe Personnel.

Objective 1.4.3: Maintain average of 42 days to fill vacant external recruitment positions. (75% completed)

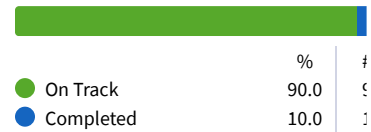
The Town is projected to average 40 days to fill a vacant external recruitment position, which continues to be less than target (42 days or less).

Objective 1.4.4: Maintain under 6% target for Town turnover rate of full-time employees. (75% completed)

Our turnover trend is expected to be less than the 6% target (as of the end of February, we were only at 3.38%). One area to highlight, is the turnover in our Fire Department. Aside from the retirements of our prior two Chief positions, we have had no turnover in the Fire Department since June 2015 (almost 4 years).

Goal 1.6 Progress 70%

INTERGOVERNMENTAL RELATIONS - Cultivate relationships with the state, counties, local, regional, and statewide partners to: encourage other levels of government to work collaboratively with the town on issues of mutual interest; protect local funding and self determination; enhance opportunities to improve the town's economic sustainability; and secure existing revenue to provide for public safety and needed infrastructure development.



Updated on Mar 29, 2019 01:19:39

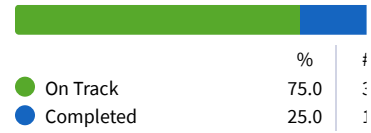
Attachment: Sample Third Quarter FY19 Corporate Strategic Plan Status Report (CSP 2019-2024 Introduction)

While the Legislature is still in session, the Town has had a positive session so far in passage of its own legislation as well as amending or opposing those bills which have negative revenue impacts. HB 2464, Water Infrastructure Finance, Municipal Approval, our legislation, passed both chambers unanimously and was signed into law on March 22, 2019. We were able to defeat several measures that would have prohibited or significantly impaired the transfer of Colorado River water into the Central Arizona Project canal (HB 2434 Colorado River Transfer; Limitation and HB 2468 Colorado River Transfers; Emergency Rulemaking). Additionally, we defeated HB 2158 Food; Municipal Tax Exemption which would have cost the Town \$2.4 M in revenue and HB 2357/SB 1367 Reconstruction Contracting; Local Tax; Exemption costing approximately \$123,000. We were able to amend HB 2047 HURF Distribution; Cities; Towns; Counties to be a net positive to the Town of \$250,000 in lieu of a -\$30,000 impact as originally introduced.

Although Maricopa Association of Governments has needed to cut approximately \$1.6 billion out of the Freeway Life Cycle Program, we have been successful this quarter in ensuring all available funding is needed for SR-24 to proceed from Ellsworth to Ironwood Road at \$235 Million, as originally programmed and including overages. This is a significant achievement while many other projects were cut completely or significantly reduced. Regarding the local portion of the Ellsworth interchange, we had a successful meeting with Pinal County and were able to secure a substantial contribution from the City of Mesa (\$5 million).

Goal 1.7 Progress 81%

INTERGOVERNMENTAL RELATIONS - Sustain collaboration with the community's schools on issues that benefit the Town as a whole.



Updated on Mar 28, 2019 22:25:22

The Town contracted with ASU's REACH Institute in partnership with the Queen Creek School District to conduct a suicide prevention study of Queen Creek's youth. The survey was completed during this quarter, with more than 1,900 students providing their anonymous responses. The first community meeting to review the results of the survey was held on March 27 with approximately 50 attendees including representatives from QCUSD, the Chamber of Commerce, Boys & Girls Club and several residents. The presentation included identification of the top priorities for the community to come together around to support the Town's youth. The next meeting, which will be a roundtable-style discussion where participants can review ideas of how their groups/organizations can help address the top priorities identified in the survey, will be held in late April.

Staff also worked to further partnerships with the local universities. There are five Town employees that have committed to the MBA program through Benedictine University, with classes beginning October 1st. Town staff continues to meet with Arizona State University representatives to focus on the Queen Creek area.

Goal 1.10 Progress 77%

Develop a collaborative capital improvement program (CIP) with the counties and adjacent communities for construction of the regional network of roads, and ensure the Town's arterial roads are prioritized for connecting within the region, notably Gilbert, Mesa, Florence, Pinal County, and State Lands.

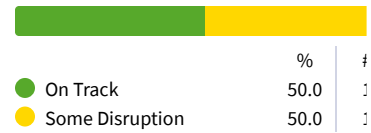


Updated on Apr 01, 2019 20:29:56

There is no changes since last reporting period. The Town and City of Mesa have agreed upon an IGA for Signal Butte Road. The agreement states that the road will be completed in time to connect to the future SR 24 extension. Staff is still working with MCDOT and Gilbert for Chandler Heights Road from Power to Recker Roads IGA. Meridian Road from Combs to future SR 24 is currently in design.

Goal 2.1 Progress 75%

PUBLIC SAFETY - Implement recommendations from the Law Enforcement Services Master Plan and Law Enforcement Strategic Plan, to provide tailored Law Enforcement services to the Town of Queen Creek with a collaborative Approach.



Updated on Mar 29, 2019 17:14:54

MCSO continues to utilize the data driven approach to focus on various community policing strategies and the goals/objectives of the Town Council's previous strategic plan for law enforcement services. MCSO utilized the previously formulated collaborative partnerships specifically with the Maricopa County Attorney's Office, the Maricopa County Attorney's Office Juvenile Division, and Maricopa County Juvenile Probation Department to identify and address repeat or serious criminal matters involving offenses committed within the community. Furthermore, MCSO identified some specific criminal activity patterns related to new home construction and has initiated the process of working with Town staff on strategies to combat this trend. MCSO continues to develop and refine the CompStat program to maintain a level of accountability and responsibility by the deputies and supervisors who provide law enforcement services to the Town of Queen Creek. The CompStat program further provides and opportunity for input, feedback, growth, and innovation by all the community stakeholders.

MCSO has also initiated a tailored traffic enforcement campaign in response to traffic crash data as well community and deputy concerns. This multi phases approach began during this quarter and utilized directed patrol hours but also dedicates specific time frames and areas for dedicated traffic enforcement. Furthermore, MCSO collaboratively worked with Town Staff on the Ironwood Road Safety Audit to identify and address traffic safety issues. Due to staffing shortages there has been some disruption causing the complete deployment of the traffic enforcement campaign to take longer than anticipated and desired. However, progress has and continues to be made in this arena.

Objective 2.6.2 Jul 01, 2018 - Jun 30, 2019 On Track Progress 75%

Identify and implement problem solving strategies to address community concerns regarding Canyon State Academy (CSA).

Updated on Mar 29, 2019 17:06:41

Town Staff, Maricopa County Sheriff's Office District 6 (MCSO), and Canyon State Adademy staff are working together to implement the action plan agreed upon in October 2018. The MCSO has established a solid foundation for a positive and productive relationship between Canyon State Academy, the Maricopa County Attorney's Office Juvenile Division, and the Maricopa County Adult Probation Department. During this quarter, the respective stakeholders mentioned above have resumed their regular monthly meetings. The focus of these meetings is to maintain open channels of communication but also conduct case studies/reviews of the prior month runaway incidents or notable events. The first meeting was a success where additional action items were identified and taken by the various stakeholders in an effort to improve the situation for the community. The next meeting has been scheduled.

Goal 2.7 Progress 75%

FIRE & MEDICAL - Maintain efforts towards completion of the elements of the CIP such as construction of new stations in order to meet the level of service.



Updated on Mar 25, 2019 22:45:35

There are three components as part of the CIP for 2018/2019 to report on. First, the new ladder truck began construction in September, 2018 with the joining of the diesel engine to the chassis. In mid-March the next phase will begin with the chassis and body (including the large aerial ladder unit) being joined and all the necessary components of the truck being put together. A final product is anticipated in September, 2019.

Attachment: Sample Third Quarter FY19 Corporate Strategic Plan Status Report (CSP 2019-2024 Introduction)

Second, Fire Station #4 was set to have design completed and some construction to begin during this fiscal year as part of the CIP. Design Documents are at 75% complete and the Fire and Medical Division anticipates that the GMP will be brought before Council in May, 2019 with construction beginning in September/October of 2019.

Last, the Fire and Medical Division plans to have the land purchased for the permanent Fire Station #5 by the end of this fiscal year. It has been challenging to find a location and seller, but Banner Ironwood Hospital has agreed to serve both of these needs. Banner Ironwood Hospital agreed to sell the Town 3 acres of land on their campus for a fire station. A Letter of Intent has been drafted and will be signed by both parties to begin the appraisal process. There has been some disruption in getting Banner to move quickly on this phase of the process despite numerous attempts by staff to urge the process along.

Goal 3.2 Progress 62%

ENVIRONMENT - Ensure a continued safe and sustainable water supply that fully implements the General Plan.



Updated on Apr 03, 2019 17:02:51

Queen Creek currently meets the 100-year statutory water supply requirement of statute per the Central Arizona Groundwater and Replenishment District (CAGR). All current and future subdivisions have an 100-year assured water supply. To continue to meet this objective, the Town will minimize its reliance on the CAGR to meet the groundwater replenishment requirements as established in the Arizona Groundwater Management Act and establishing the Town as a designated assured water provider. Minimizing reliance on the CAGR will have an impact of reducing costs ultimately borne by Queen Creek residents and also to its water utility system. The Town has recently entered into a Purchase Agreement for 175,174 acre feet of groundwater extinguishment credits. These credits can be used on a one-time basis to offset annual groundwater replenishment requirements. This purchase will offset the next 15-20 years excess groundwater utilized by the Queen Creek Utility System. The Town has also recently entered into a Surface Water Rights Purchase Agreement to acquire 2,088 acre feet of surface water. The Department currently has other Letters of Intent to purchase additional credits from other sources and will continue to seek out new sources. The Town needs to acquire an additional 20,000 acre feet in order to meet the requirements to become a Designated Assured Provider and not rely on the CAGR.

Some disruption is listed under this goal due to an environmental impact study being completed by the United States Bureau of Reclamation and a Drop Contingency Plan (DCP) prepared by the state, which have delayed the award of an additional 4,162 acre feet of CAP Non-Indian Agricultural (NIA) water acquired by the Utilities Department which was originally anticipated to be available for recharging the Town's ground water supply as of 2019. This allotment has been delayed indefinitely due to approximately 10% of associated property owners who continue to deny dedicating easements to the Town, including Safeway and Albertson's. Further, the Remington Heights subdivision would prefer the Town take over ownership of the park (Frisbee park) where the easement exists. Town staff has successfully completed the assignment of the Queen Creek Irrigation District's irrigation line ownership to the Town and have completed the process of abandoning the Bureau of Reclamation easement, and approximately 90% of property owners have dedicated new easements to the Town over the existing irrigation line.

Goal 3.5 Progress 80%

LAND USE & ECONOMIC DEVELOPMENT - Proactively work to secure the best opportunity for the 5.5 square miles of state lands and include them in the Town's planning area. Work with the state land department on a CAG 208 permit.



Updated on Apr 01, 2019 14:57:08

The CAG 208 Permit was approved by ADWR and has been forwarded to the Environmental Protection Agency (EPA) for final review and approval.

Attachment: Sample Third Quarter FY19 Corporate Strategic Plan Status Report (CSP 2019-2024 Introduction)

Goal 3.8 Progress 76%

LAND USE & ECONOMIC DEVELOPMENT - Implement strategies outlined in the Economic Development Strategic Plan to attract private investment and foster job creation by focusing on business development, entrepreneurship, agritainment/destination tourism, economic foundations (infrastructure); and marketing and promotion.



Updated on Mar 28, 2019 22:18:01

Staff is working on various items related to the strategies outlined in the Economic Development Strategic Plan:

- Key Initiative - **Entrepreneurship** - Staff worked with the east valley cities to coordinate a Phx East Valley Entrepreneurship Week. QC offered a workshop for entrepreneurs and small businesses on Thursday February 21 at the QC Library. There were approximately 50 attendees, and survey results show the event was well received and there was strong interest in doing another event in the future.
- Key Initiative - **Economic Foundation** - Continue to work with PW, Utilities, and Dibble Engineering on the infrastructure design for Town Center. Project is underway and is expected to be complete in early 2020. CIP projects have been identified in the FY20 budget.
- Key Initiative - **Business Development** - QC participated in a Consultant's Forum in January along with other east valley cities. The forum brought national site selection consultants to the east valley (January 24 and 25) and QC staff had an opportunity to tell our story and tour the consultants through the community.
- Key Initiative - **Business Development** - Extension to the Purchase Agreement and the revised development agreement for the hotel was approved by Council. Hotel is expected to close on the 2.5-acres on or before May 24. Staff is working with commercial developers on key corners along Riggs Road.
- Key Initiative - **Economic Foundations** - Staff is working with Planning on industrial design guidelines and employment overlay districts for the State Land and employment areas in the northern tier.
- Key Initiative - **Marketing & Promotion** - The Economic Development Summit was held January 23rd. Nate Nathan was the keynote speaker; and staff provided updates on the Downtown Core, CIP program, key annexations and population growth. Approximately 45 people attended and survey results show that the event was well received. Promotion of the Entrepreneurship event provided a lot of exposure for QC.

Goal 4.1 Progress 100%

CAPITAL IMPROVEMENT PROGRAM - Annually develop a 5-year comprehensive CIP Plan.



Updated on Jan 09, 2019 23:08:35

5-Year Comprehensive CIP Plan completed for fiscal years 2019 - 2024.

The Set of priorities for road selection are:

1. Safety
2. Congestion mitigation
3. Public partnership opportunities
4. Private partnership opportunities

Attachment: Sample Third Quarter FY19 Corporate Strategic Plan Status Report (CSP 2019-2024 Introduction)

Goal 4.9 Progress 65%



FINANCIAL STABILITY - Improve the town's bond ratings in order to lower borrowing costs

	%	#
● On Track	50.0	1
● Completed	50.0	1

Updated on Mar 29, 2019 15:22:46

Finance staff continues discussion with our financial advisor on policies and practices that will benefit the Town's financial condition over the long term. These include debt and replacement reserves in the utility funds, and policies for drawing on and replenishing reserves when required for both utility funds and the operating budget. S&P has reached out to the town's financial advisor to schedule a rating review but so far no date has been set. Finance staff has asked Development Services and Economic Development to begin updating information from the last rating review (Jan 2018) in preparation for this year's presentation. Other updates to this goal are as follows:

Objective 4.9.1: File annual continuing Disclosure Document on EMMA by February 1, 2019. (100% completed)

Documents were filed on EMMA on 1/31/2019.

Objective 4.9.2: Update the Town's Debt Management Policy. (30% completed)

Internal discussions continue on the relevant policy items that should be included in the policy.

Goal 5.1 Progress 75%



IMAGE & IDENTITY - Continue development of the Town's brand awareness including existing and new partnerships.

	%	#
● On Track	100.0	1

Updated on Mar 28, 2019 22:59:33

Objective 5.1.1: Special Event and Program Partnerships. (75% completed)

No update at this time.



Requesting Department

Town Clerk

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: JENNIFER ROBINSON, TOWN CLERK

RE: Public Hearing and possible approval of a new Series 9 Liquor Store license application submitted by Nicholas Carl Guttilla on behalf of Target #2365, 21398 S. Ellsworth Loop Rd., Queen Creek, AZ 85142. (Queen Creek Marketplace). Target currently has a Series 10 Beer & Wine Store license.

DATE: May 1, 2019

Staff Recommendation:

If a comment card is submitted to speak on this item, the Public Hearing will need to be opened.

Staff recommends that the Town Council consider a recommendation of approval based on the application.

At this time, no comments from the public have been received.

Relevant Council Goal(s):

N/A

Proposed Motion:

Motion to forward a recommendation of approval to the Arizona Department of Liquor License and Control of the application submitted by Nicholas Carl Guttilla on behalf of Target #2365, 21398 S. Ellsworth Loop Rd., Queen Creek, AZ 85142.

Alternative Motion:

Motion to forward a recommendation of denial to the Arizona Department of Liquor License and Control of the application submitted by Nicholas Carl Guttilla on behalf of Target #2365, 21398 S. Ellsworth Loop Rd., Queen Creek, AZ 85142.

Discussion: The Town Clerk's Office received a liquor license application for a new Series 9 Liquor Store liquor license for Target #2365, 21398 S. Ellsworth Loop Rd. on April 3, 2019. Target has a current Series 10 Beer and Wine Store license.

The application was posted at the location on April 4, 2019 and the required 20 day

posting period expires on April 23, 2019. No comments or protests from the public have been received. MCSO was provided a copy of the application for interview/investigation and no discrepancies or concerns have been reported at this time.

The diagram included in this application is the same as attached to the existing Series 10 Beer and Wine Store application that was recommended for approval on November 7, 2007. This application if recommended for approval would remove the Series 10 Beer and Wine Store license and replace it with the Series 9 Liquor Store. As reference, Walmart in the Cornerstone shopping center has a Series 9 Liquor Store license.

Fiscal Impact:

N/A

Alternatives:

Council could elect to forward a recommendation for denial to the Department of Liquor Licenses and Control for their consideration but must include specific details to the recommendation for denial.

Attachment(s):

Target #2365 Series 9 Liquor Store application

59862

RECEIVED
APR 03 2019
BY: [Signature]

State of Arizona
Department of Liquor Licenses and Control

Created 04/03/2019 @ 02:14:47 PM

Local Governing Body Report

LICENSE

Number: [blank] Type: 009 LIQUOR STORE
 Name: TARGET #2365
 State: Pending Expiration Date:
 Issue Date:
 Original Issue Date:
 Location: 21398 S ELLSWORTH LOOP
 QUEEN CREEK, AZ 85242
 USA
 Mailing Address: 33 S 6TH STREET
 MINNEAPOLIS, MN 55402
 USA
 Phone: (480)214-4180
 Alt. Phone: (480)304-8300
 Email: PSINES@GAMLAW.COM

AGENT

Name: NICHOLAS CARL GUTTILLA
 Gender: Male
 Correspondence Address: 5415 E HIGH STREET
 #200 C/O GUTTILLA MURPHY ANDERSON
 PHOENIX, AZ 85054
 USA
 Phone: (480)304-8300
 Alt. Phone:
 Email: PSINES@GAMLAW.COM

OWNER

Name: TARGET STORES INC
 Contact Name: NICHOLAS CARL GUTTILLA
 Type: CORPORATION
 AZ CC File Number: F00121366 State of Incorporation: MN
 Incorporation Date: 02/11/1902
 Correspondence Address: PO BOX 9471 STN CC-1028
 MINNEAPOLIS, MN 55440-9471
 USA
 Phone: (480)304-8300
 Alt. Phone:
 Email: PSINES@GAMLAW.COM

Officers / Stockholders

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

Name:	Title:	% Interest:
NIKHIL NAYAR	VP	
JANINE LISA BROWN WIESE	Treas	
COREY LEE HAALAND	VP	

TARGET STORES INC - VP

Name: COREY LEE HAALAND
 Gender: Male
 Correspondence Address: PO BOX 9471 STN CC-1028
 MINNEAPOLIS, MN 55440-9471
 USA
 Phone: (612)761-1015
 Alt. Phone:
 Email: PSINES@GAMLAW.COM

TARGET STORES INC - Treas

Name: JANINE LISA BROWN WIESE
 Gender: Female
 Correspondence Address: PO BOX 9471 STN CC-1028
 MINNEAPOLIS, MN 55440-9471
 USA
 Phone: (612)761-1015
 Alt. Phone:
 Email: PSINES@GAMLAW.COM

TARGET STORES INC - VP

Name: NIKHIL NAYAR
 Gender: Male
 Correspondence Address: PO BOX 9471 STN CC-1028
 MINNEAPOLIS, MN 55440-9471
 USA
 Phone: (612)761-1015
 Alt. Phone:
 Email: PSINES@GAMLAW.COM

MANAGERS

Name: ALICIA POTTER BASTEK
 Gender: Female
 Correspondence Address: 1741 S CLEARVIEW AVE HOUSE
 #93
 MESA, AZ 85209
 USA
 Phone: (480)782-1881
 Alt. Phone:
 Email:

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

Name: BRYAN DAVID TURSKI
Gender: Male
Correspondence Address: 12256 W PASO TRAIL
PEORIA, AZ 85383
USA
Phone: (480)815-4922
Alt. Phone:
Email:

Name: JAMES RICHARD SCHOLLMAYER
Gender: Male
Correspondence Address: 930 S MEADOWS DRIVE
CHANDLER, AZ 85224
USA
Phone: (480)281-0201
Alt. Phone: (602)419-6639
Email:

Name: MICHAEL JOHN WERNER
Gender: Male
Correspondence Address: 7552 E PEARL CIRCLE
MESA, AZ 85207
USA
Phone: (602)308-3604
Alt. Phone: (480)203-4741
Email:

Name: ANDREA MARIA BARRAT
Gender: Female
Correspondence Address: 24321 N 25TH STREET
PHOENIX, AZ 85024
USA
Phone: (602)794-3601
Alt. Phone:
Email:

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

Name: RYAN-VEERAKAN CHAROENMIT
Gender: Male
Correspondence Address: 264 E PAINTED POTTERY PLACE
ORO VALLEY, AZ 85755
USA
Phone: (520)202-1501
Alt. Phone: (520)345-4813
Email:

Name: SANDRA MARIE BOESCH KRYGIER
Gender: Female
Correspondence Address: 6240 N CAMINO DE COROCAL
TUCSON, AZ 85704
USA
Phone: (520)920-1711
Alt. Phone: (520)572-0657
Email:

Name: DARCY KATHLEEN CHAPMAN
Gender: Female
Correspondence Address: 3881 E MT KIMBALL
TUCSON, AZ 85718
USA
Phone: (520)529-7404
Alt. Phone:
Email:

Name: CARTER HOWARD GROVES
Gender: Male
Correspondence Address: 15138 W MELVIN STREET
GOODYEAR, AZ 85338
USA
Phone: (623)979-0250
Alt. Phone: (623)932-9484
Email:

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

Name: RICHARD EUGENE JENKINS
Gender: Male
Correspondence Address: 2919 E FOX STREET
MESA, AZ 85213
USA
Phone: (480)926-3443
Alt. Phone: (480)654-2036
Email:

Name: JASON ANDREW WIRT
Gender: Male
Correspondence Address: 8485 W HEATHER COURT
GLENDALE, AZ 85305
USA
Phone: (623)376-7300
Alt. Phone: (480)286-1119
Email:

Name: JACE ANDREW WILDE
Gender: Male
Correspondence Address: 4154 E DEL RIO STREET
HIGLEY, AZ 85236
USA
Phone: (480)281-0007
Alt. Phone: (480)279-0465
Email:

Name: CHAD WAYNE HENSON
Gender: Male
Correspondence Address: 7512 W COLONY PARK DRIVE
TUCSON, AZ 85743
USA
Phone: (520)295-1277
Alt. Phone: (520)579-1262
Email:

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

Name: SUSAN JANE ADAMS
Gender: Female
Correspondence Address: 975 N 165TH AVENUE
GOODYEAR, AZ 85338
USA
Phone: (623)935-3510
Alt. Phone: (623)882-9416
Email:

Name: LISA MARIE NARDINE
Gender: Female
Correspondence Address: 7035 N 14TH STREET
PHOENIX, AZ 85020
USA
Phone: (602)953-2151
Alt. Phone:
Email:

Name: WILLIAM JOSEPH LACOUNT
Gender: Male
Correspondence Address: PO BOX 9471 STN CC-1028
MINNEAPOLIS, MN 55440-9471
USA
Phone: (623)933-2482
Alt. Phone:
Email:

Name: ELLEN MARIE BERNARDS
Gender: Female
Correspondence Address: 7602 E ROCKING CHAIR ROAD
CAREFREE, AZ 85377
USA
Phone: (480)575-7043
Alt. Phone: (480)595-2636
Email:

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

Name: MARCO LYNEE SCHNEIDER
Gender: Male
Correspondence Address: 7713 E MANANA DRIVE
SCOTTSDALE, AZ 85255
USA
Phone: (480)837-8557
Alt. Phone: (480)563-2966
Email:

Name: LORI CAROLYN MARES
Gender: Female
Correspondence Address: 7741 W CALLE DEL MINI QUE
TUCSON, AZ 85750
USA
Phone: (520)917-0116
Alt. Phone: (520)615-4192
Email:

Name: HOLLY RENEE PICTOR
Gender: Female
Correspondence Address: 3006 S 47TH AVENUE
YUMA, AZ 85364
USA
Phone: (928)343-7470
Alt. Phone:
Email:

Name: XAN MARIE LAPOINTE
Gender: Female
Correspondence Address: PO BOX 9471 STN CC-1028
MINNEAPOLIS, MN 55440-9471
USA
Phone: (480)281-0007
Alt. Phone:
Email:

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

Name: KRISTIN MARIE DUNST
Gender: Female
Correspondence Address: 1183 W BLUEBIRD DRIVE
CHANDLER, AZ 85248
USA
Phone: (480)899-7926
Alt. Phone:
Email:

Name: TRICIA LEE STINE
Gender: Female
Correspondence Address: PO BOX 9471 STN CC-1028
MINNEAPOLIS, MN 55440-9471
USA
Phone: (623)327-1550
Alt. Phone:
Email:

Name: SHANE MICHAEL KAMMERER
Gender: Male
Correspondence Address: 8968 VERIDAN DRIVE
TUCSON, AZ 85743
USA
Phone: (520)744-3553
Alt. Phone: (520)744-9928
Email:

Name: RANDALL LEE SPEIGHT
Gender: Male
Correspondence Address: 1822 AX HANDLE WAY
FLAGSTAFF, AZ 86001
USA
Phone: (928)774-3500
Alt. Phone: (928)774-1377
Email:

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

Name: BRIAN WAYNE FARLING
Gender: Male
Correspondence Address: 2665 N 137TH AVENUE
GOODYEAR, AZ 85338
USA
Phone: (623)696-5593
Alt. Phone:
Email:

Name: FANAYE TAYE
Gender: Female
Correspondence Address: 8597 E OLINGA COURT
TUCSON, AZ 85747
USA
Phone: (520)296-4290
Alt. Phone: (520)777-7358
Email:

Name: REBECCA LYNN JOHNSON
Gender: Female
Correspondence Address: 3140 N MEDALLION COURT
CASA GRANDE, AZ 85222
USA
Phone: (520)237-6114
Alt. Phone:
Email:

Name: JAMES ANDREW ROBINSON
Gender: Male
Correspondence Address: 5392 E 45TH STREET
YUMA, AZ 85365
USA
Phone: (928)343-7470
Alt. Phone: (619)804-2424
Email:

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

Name: ERICA BRYANT PETERSON
Gender: Female
Correspondence Address: 33 S 6TH STREET
MINNEAPOLIS, MN 55402
USA
Phone: (520)237-7316
Alt. Phone: (480)281-0268
Email: PSINES@GAMLAW.COM

Name: TIFFANY ANN WERNER
Gender: Female
Correspondence Address: 44062 W PALO TECA ROAD
MARICOPA, AZ 85238
USA
Phone: (928)704-5064
Alt. Phone: (520)568-9634
Email:

Name: JOHN FRANKLIN KUNZE
Gender: Male
Correspondence Address: 2525 E ARIZONA BILTMORE CIR A-212
PHOENIX, AZ 85016
USA
Phone: (480)694-3486
Alt. Phone:
Email: JOHNK2@Q.COM

Name: AMY ELAINE DUNHAM
Gender: Female
Correspondence Address: 7727 S FRESHWATER PEARL DRIVE
TUCSON, AZ 85747
USA
Phone: (520)574-0372
Alt. Phone:
Email:

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

Name: JOSEPH LOUIS CARDILLO
 Gender: Male
 Correspondence Address: PO BOX 9471 STN CC-1028
 MINNEAPOLIS, MN 55440-9471
 USA
 Phone: (480)341-2829
 Alt. Phone:
 Email: PSINES@GAMLAW.COM

Attachment: Target #2365 Series 9 Liquor Store application (Liquor License - Target #2365 Series 9)

APPLICATION INFORMATION

Application Number: 59862
 Application Type: New Application
 Created Date: ~~04/03/2019~~ 3/21/19 C.A. processed as #10 in
 error

QUESTIONS & ANSWERS

009 Liquor Store

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
 If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
 No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire, and alien status form. Please mail in fingerprint card along with a \$22. processing fee per card.
 Yes
- 3) Please provide name, address, and Distance of nearest school.
 DESERT MOUNTAIN ELEMENTARY SCHOOL- APPROX 3,020 FT
 22301 S HAWES RD QUEEN CREEK AZ 85242
- 4) Please provide name, address, and distance of nearest church.
 OUR LADY OF GUADALUPE CHURCH-APPROX 1,530 FT
 20165 E OCOTILLO RD QUEEN CREEK AZ 85242
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
 No
- 6) Is there a penalty if lease is not fulfilled?
 No
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
 No
- 8) Are you the owner?
 No
- 9) Are you a purchaser?
 No
- 10) Are you a management company?
 No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
 Yes
- 12) What is the total money borrowed for the business not including the lease?
 Please list lenders/people owed money for the business.
 0
- 13) Have you provided a diagram of your premises?
 Yes
- 14) Is there a drive through window on the premises?
 No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet
 NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 No

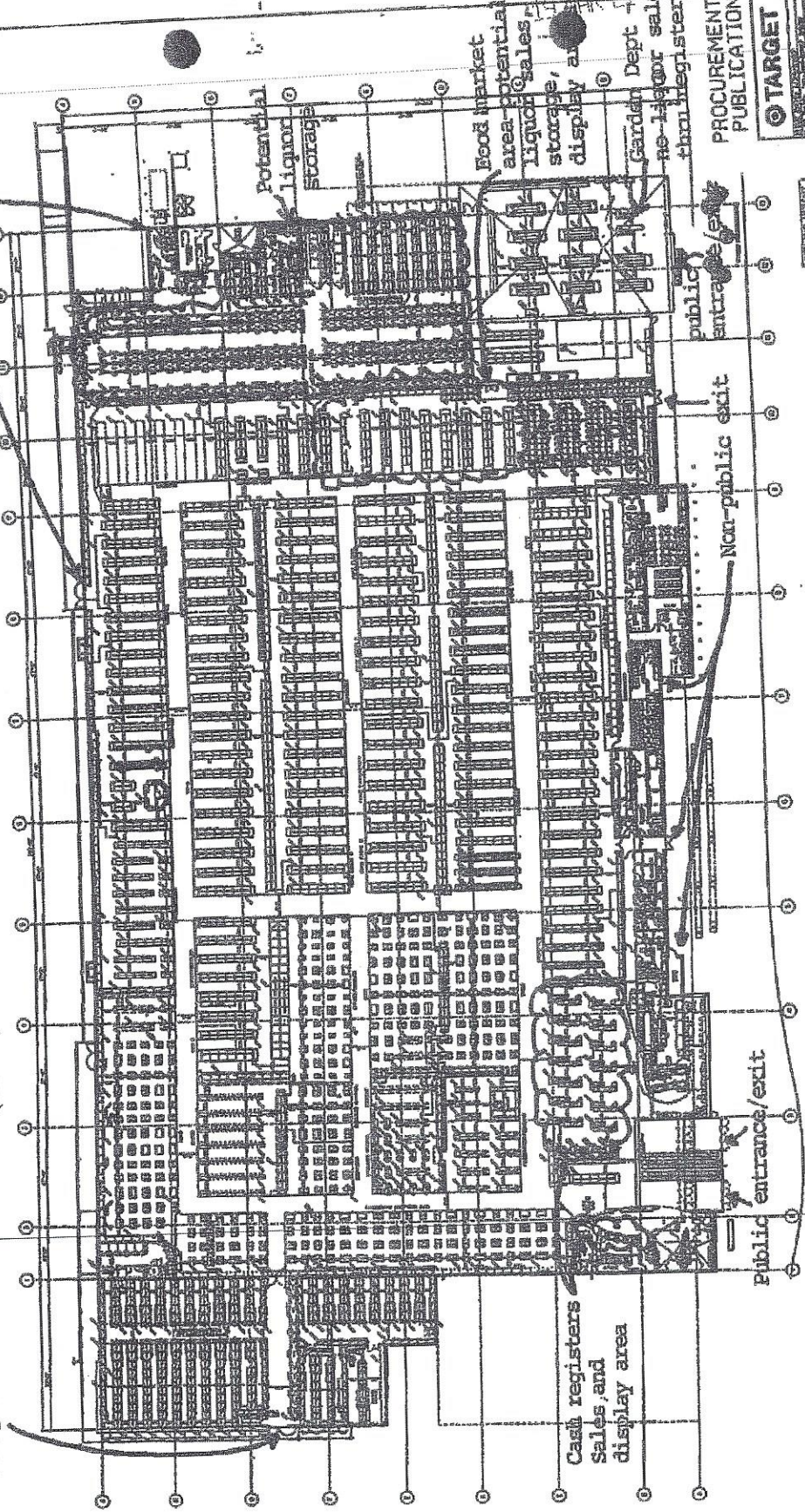
EXHIBIT 1 - FLOOR PLAN (PART)

THIS FLOOR PLAN IS A PART OF THE APPLICATION FOR A LIQUOR LICENSE. IT IS THE RESPONSIBILITY OF THE APPLICANT TO ENSURE THAT THE FLOOR PLAN IS ACCURATE AND COMPLETE. THE BOARD OF LIQUOR CONTROL MAY REQUIRE A REVISION TO THE FLOOR PLAN AT ANY TIME.

Target #2176
 138,554 s.f.
 (entire premise licensed for alcohol storage, display and sales)

Non-public exit

Non-public exit



PROCUREMENT PUBLICATION

TARGET

1-2176

FM-1

CEILING HEIGHT
 14'-0" - 14'-6" - 14'-9" - 15'-0"



Requesting Department

Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: BRETT BURNINGHAM, PLANNING ADMINISTRATOR ERIK SWANSON, PRINCIPAL PLANNER, KYLE BARICHELLO, PLANNER II

RE: Public Hearing and possible action on Ordinances 696-19, 697-19, 698-19, 699-19, P19-0036 Zoning Ordinance Text Amendment, a request for Zoning Ordinance Text Amendments addressing Industrial Design Guidelines, Conditional Use Permits, Administrative Review for Site Plans, and general code corrections.

DATE: May 1, 2019

Planning and Zoning Commission Recommendation:

The Planning Commission recommended approval of P19-0036 ZONING ORDINANCE TEXT AMENDMENTS at its regular meeting on April 10, 2019 with a vote of 6-0.

Relevant Council Goal(s):



Effective Government

Proposed Motion:

Move to approve Ordinance numbers 696-19, 697-19, 698-19, and 699-19 in case P19-0036 ZONING ORDINANCE TEXT AMENDMENTS.

Summary:

Planning Staff is proposing a series of Zoning Ordinance Text Amendments based on direction provided by the Town Council, changes in State law, and to make the Zoning Ordinance a more efficient tool for development in the Town. The amendments provided below are the first in a series that will be presented to the Council throughout the year.

This first round of amendments include the creation of Industrial Design Guidelines, modifications in the application and hearing process of Conditional Use Permits, increasing the size of parcels allowed for site plan administrative review by Planning Staff from five (5) net acres up to ten (10) net acres, and general clean-up items due to scrivener's errors.

Amendments:

Industrial Design Guidelines

The Industrial Design Guidelines proposed ensure that development occurs in an orderly fashion and is consistent with the high-level of design that is provided throughout all development types within the Town. Currently the Town has design standards for single and multi-family residential, and commercial development. The proposed guidelines provide a general foundation of how industrial development should occur. Components included with this text amendment consist of defining architectural design, site layout for safe and efficient vehicular circulation, screening of storage areas from public view and mechanical equipment, and ensuring a safe pedestrian environment.

In working with Economic Development, Planning Staff circulated the proposed design guidelines for review and to receive feedback with the development community. The design guidelines were provided for commentary to seven developers within the industrial community, and five land-use attorneys. Staff has received comments from three developers, and one attorney. Comments were supportive of the design guidelines, however, provided suggestions addressing the differences between flex industrial, manufacturing, and distribution/warehouse developments, seeking understanding that application of design standards should be based on the type of development. Planning Staff has provided these guidelines as a prescriptive measure in ensuring quality development standards versus a descriptive approach. Planning Staff has reviewed the comments and provided changes based on input received.

Conditional Use Permits

The Town Council is cognizant that the zoning and building permit approval timeline are important factors when developers consider constructing within the Town. To this end, as part of the Council's recent strategic planning efforts, Town Council directed Planning Staff to examine areas where timelines may be reduced to encourage growth and to provide services to the community more expeditiously. The amendment delegates the review of drive-thru restaurants and banks within the C-1, C-2, and C-3 zoning districts for staff review. Currently, the Zoning Ordinance allows these types of uses within all commercial zoning districts with Conditional Use Permits, where the CUP

is used as a means to ensure requests can be further examined to guarantee compatibility with the surrounding community. The Zoning Ordinance currently requires that all drive-thru uses (termed as “in-service vehicle uses”) meet a number of design criteria including: drive aisle width, the location of menu boards, the amount of vehicular stacking, etc. as a means to ensure the proposed use is compatible with the surrounding area. All requirements addressing design and integration of drive-thrus within the broader context of commercial centers and adjacent uses as outlined in the Zoning Ordinance will remain. This amendment will not affect quick lube, carwashes, fuel stations, liquor stores, and similar uses, as Conditional Use Permits will remain a requirement.

Site Plan Review Size Requirements

This amendment is proposed at the direction of Town Council to provide additional opportunities to expedite development processes. The proposed amendment will allow site plans up to ten (10) net acres in size to be reviewed and approved administratively by Planning Staff; the current Zoning Ordinance allows for administrative review and approval by Planning Staff for sites up to five (5) acres in area. It is important to note that language exists within the code that allows the Council to require a site plan to be reviewed and approved by the Council within twenty (20) calendar days of final approval in the event additional considerations are necessary. Planning Staff is recommending the review timeframe be reduced to ten (10) calendar days. No changes to design standards and requirements are proposed.

Text Clean-up

A variety of clean-up items are proposed addressing definitions, adding clarifying language, fixing scrivener’s errors, and amending the code where above code requirements are being modified. Planning Staff is also recommending modifications to the Permitted Use Table reflecting a combination of prior scrivener’s errors as well as expanding on permitted uses within a particular zoning district. Below are a number of textual modifications.

Article 1, Sections 1.14: Definitions

- Clarify, add, and delete language relating to definitions

Article 3, Sections 3.6.5. (e).2-6: Temporary Use

- Add clarifying language to paragraph

Article 4, Sections 4.7-3: Dimensional Standards Table

- Revise “Note” reference to clarify buffer standards

Article 6, Section 6.2.A.3: Animal Regulations

- Fix scrivener's error by removing incorrect language

Article 6, Sections 6.C: Accessory Buildings and Uses

- Fix scrivener's error by removing incorrect language

Other

- Clarify “nonconforming” vs. “non-conforming” for language search consistency

Recommendation:

The Planning Commission discussed the text amendments at their regular meeting on April 10, 2019. During the meeting, the Commission had positive comments regarding the proposed text amendments specifically regarding increasing the site area for administrative site plan review, and allowing drive-thru restaurants to be reviewed administratively.

The Planning Commission recommended approval with a vote of 6-0 (Commissioner Sossaman was absent for the vote).

Attachments:

1. Ordinance 696-19, Industrial Design Guidelines with recommended modifications
2. Ordinance 697-19, Zoning Code Text Amendment addressing Article 3, Section 3.3.D *Approval Procedures*
3. Ordinance 698-19, Updated Article 4, Table 4.6-1 *Permitted Uses*
4. Ordinance 699-19, Zoning Code Text Amendments addressing general cleanup items

Attachment(s):

Ordinance 696-19 - Industrial Design Guidelines

Ordinance 697-19 - Site Plan Review

Ordinance 698-19 - Permitted Use

Ordinance 699-19 - General Cleanup

Zoning Ordinance Text Amendments_TC_memo_5-1-19

ORDINANCE 696-19

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING A PORTION OF THE DESIGN STANDARDS OF THE QUEEN CREEK TOWN ZONING ORDINANCE, AS DESCRIBED IN EXHIBIT A ATTACHED HERETO AND IN ACCORDANCE WITH PLANNING CASE P19-0036.

WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

WHEREAS, Article 3, ZONING PROCEDURES, Section 3.4 AMENDMENT AND REZONING, establishes the authority and procedures for amending the Zoning Ordinance; and

WHEREAS, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on April 10, 2019; and

WHEREAS, the Planning and Zoning Commission voted 6-0 in favor of this rezoning and text amendment case;

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

Section 1. The Queen Creek Zoning Ordinance, is amended as set forth and referenced to as "Exhibit A", and incorporated herein;

Section 2. If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Zoning Ordinance is for any reason held invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 1st day of May 2019.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

John Kross, Town Manager

APPROVED AS TO FORM:

Dickinson Wright PLLC
Attorneys for the Town

Attachment: Ordinance 696-19 - Industrial Design Guidelines (Ordinance Nos. 696-19, 697-19, 698-19, 699-19, ZONING ORDINANCE TEXT

**EXHIBIT A
ZONING ORDINANCE TEXT AMENDMENT: ADD
CHAPTER IN DESIGN STANDARDS TO REFLECT THE
NEW INDUSTRIAL DESIGN STANDARDS**

DS.0

<i>Section</i>	<i>Content</i>	<i>Page</i>
DS.1	Introduction	1
DS.2	Architectural Styles	2
DS.3	General Design Concepts	3
DS.4	Single-Family Residential Standards	4
DS.5	Multi-Family Residential Standards	12
DS.6	Non-Residential Standards	15
DS.7	Downtown Core (DC) Design Standards	23
<u>DS.8</u>	<u>Industrial Design Standards</u>	<u>27</u>

DS.8

- A. Purpose. The purpose of these guidelines is:
1. To serve as a guide to property owners, developers, architects, design professionals, and others in understanding the Town's objective of providing for well-designed attractive, quality industrial development while recognizing the differences between the variety of industrial developments that may occur throughout the Town.
 2. To serve as a guide for the Town to evaluate the architectural design of buildings within industrial projects;
 3. To identify key architecture and site design elements that are important to the Town;
 4. To ensure successful integration of the safe, well-designed development into the community;
 5. To protect the character of existing nearby neighborhoods;
 6. To promote compatibility between industrial development and adjacent commercial and residential uses;
 7. To enhance the quality of industrial development in the Town;
 8. Ensure walkability within the project and connections to adjacent developments, by means of safe pedestrian access along street frontages.
- B. Applicability. These guidelines are applicable to all new industrial development in the Town, alteration to the exterior of an existing building and reconstruction of existing structures.
- C. General Design Guidelines
1. Site Layout. Architecture and site design are predominant features and thus must be carefully designed to create a small town appearance and to be pedestrian friendly while

ensuring ensure compatibility with surrounding land uses.

- a) All building elevations, which face a public street or are adjacent to residential uses or residential zoning districts shall be non-reflective and shall not create glare, use metal or corrugated metal as a primary material. Where metal is used, appropriate treatment of the metal shall be used to reduce glare and reflectivity.
- b) All buildings shall incorporate a variety of massing and building heights, and stepping roof lines to reduce the appearance of long expanses of flat roof lines.
- c) Projects adjacent to existing and proposed residential uses shall consider appropriate buffering, setbacks, heights variations, and building massing to reduce visual impact.
- d) Shade trees, trellis structures, canopies, and similar design features shall be used at specific areas designed for pedestrian congregation. areas.
- e) A reduction of the "heat island" effect should be mitigated by increasing shaded areas throughout employee and customer parking lots.
- f) For mixed-use projects that include commercial land uses, a campus environment shall be provided.

2. Entry Character

- a) Entry and office areas shall portray a quality appearance, relate visually to the rest of the building in terms of design and

proportion, and should not appear as an add-on or unrelated element.

- b) Building entry and office areas shall be visually distinct and have a pedestrian orientation.
- c) Building entries and office areas should face and be oriented toward the street and incorporate window elements as a dominant feature.
- d) Building entrances shall be prominently featured and shall be accentuated through the design of the building. Additional highlighting of entries should also be provided through various architectural enhancements. This may include, but are not limited to:
 - i. Changes in materials and textures;
 - ii. Recessed entries;
 - iii. Windows;
 - iv. Use of columns or colonnades;
 - v. Arcades;
 - vi. The use of bollards and other similar accent details;
 - vii. Provision of plaza, courts, fountains, seating areas or similar pedestrian oriented details;
 - viii. Enhanced pedestrian and landscaping design and materials;
 - ix. Freestanding or attached entry structures provided they are compatible with and related to the building architecture and

do not look like an add-on or unrelated element.

3. Relationship of Buildings and Site to Adjoining Area.

- a) Proposed buildings and sites shall should provide screens, sight breaks, and materials comparable to or better than existing adjacent buildings and sites to enhance ensure compatibility.
- b) Landscape transitions to adjoining and developed non-industrial properties shall be provided.
- c) Harmony in texture, lines and masses is required. Monotony shall be avoided.

4. Lighting Requirements.

- a) Security lighting that is both effective and attractive to promote a safe and secure facility shall be provided.
- b) Outdoor lighting fixture placement should be placed to provide the best illumination in active areas such as parking lots, shipping and receiving, pedestrian walkways, employee amenities, and work areas.
- c) The design of lighting fixtures and their structural support should be of a scale and architectural design compatible with on-site buildings. A lighting fixture standard theme should be provided throughout planned industrial parks.
- d) The location, height and design of light fixtures should correspond to anticipated use. Lighting of pedestrian paths with bollards and generally smaller fixtures at a human scale

is encouraged for use in illuminating changes in grade, steps, path intersections, seating areas and any other features along a movement path which, if left unlighted, would create an unsafe situation (See Article 5 of the Zoning Ordinance (Lighting) for additional information).

- e) The use of lighting to provide night time interest to the site and highlight architectural features is encouraged. Lighting an entire building or major portion of a building is discouraged. Night lighting of buildings may be used to highlight special building features, emphasize repeated or decorative elements, and use the combination of light and shadow to articulate the building facade. However, lighting that provides for the complete, undifferentiated illumination of a façade with bright light shall be avoided.
- f) Parking lot or building lighting shall be shielded when adjacent to residential property and shall conform to the Town's Zoning Ordinance.
- g) See Article 5 of the Zoning Ordinance for additional design standards.

5. Building Architecture and Design.

- a) Buildings within the same planned business park shall be designed to provide a clear, unified, and easily identifiable image. Methods to achieve this include using similar architectural styles and materials, complementary roof forms, signs, colors, and decorative pavement.
- b) Consistent architectural style shall be used for a building and the site elements that relate to it

- (i.e. screen walls, planters, trellises, benches).
- c) Long, unbroken building wall planes are prohibited. Wall planes with varied setbacks shall be provided to give visual interest from adjacent public view. Facades should be articulated to provide a visual effect that is consistent with the character and scale of the area.
- d) Large manufacturing or warehouse building walls shall be articulated through the use of height variations, texture, color, material changes, shadow lines and other facade treatments.
- e) Pre-cast and tilt-up walls shall incorporate reveals, recessed panels, recessed windows, molding, and other architectural features to articulate the building exterior. All concrete pre-cast/tilt-up buildings should be designed to have an exterior appearance of conventional built structures utilizing surface treatments such as stucco, plaster, glass, stone, brick, or decorative masonry.
- f) Exterior roof drains shall be internalized or architecturally integrated into the design of the building.
- g) Enclosed service/refuse areas and covered parking shall be designed to be an integral part of the building architecture. The forms, colors, textures and materials used on the main building should be applied to all sides of these structures when visible to the public.
- h) Ladders for roof access shall be mounted on the inside of the building where they will not be visible from public view.
- i) Doors and windows should appear substantial and should not be flush with the exterior finish. Doors and windows should be inset at least 2-3 inches from the front face of the exterior finish.
- j) Energy efficiencies should be incorporated into the design of all new buildings. The following measures that promote environmental sensitivity and potential long-term cost savings are offered for consideration:
- k) Orient and design new structures and additions for minimum solar gain, reflectivity and glare, and to achieve an optimum level of energy efficiency;
- l) Shelter entries and windows and use architectural shading devices and landscaping to minimize cooling losses;
- m) Use energy efficient materials in doors and windows;
- n) Use energy efficient lighting;
- o) Mitigate urban heat island effects with cool roofing materials, shade trees and cool paving materials;
- p) Reference national programs for environmentally sensitive development methods such as Leadership in Energy & Environmental Design (LEED), International Energy Conservation Code (IECC) and Energy Star Labeled Buildings; and,

- q) Consider the integration of solar panels on roofs and parking lot shade structures.
6. Building Walls.
- a) When massing breaks, material changes, or other enhancements occur at the corner of a building that is visible from public view, the treatment should be wrapped around the corner to provide a finished appearance to the corner element.
- b) Long flat, unarticulated, building facades along streets, freeways and other areas visible to public view is prohibited. The staggering of planes along an exterior wall elevation shall be incorporated to create pockets of light and shadow, and to provide relief from monotonous, interrupted expanses of wall. Below are examples of some techniques that can be used to address this issue:
- i. Changes in texture, materials or color (color shall not be used as the exclusive method);
 - ii. Revealed pilaster and other reveals;
 - iii. Changes in plane, including building offsets (2 foot minimum);
 - iv. Ornamental metal canopies, and/or grillwork;
 - v. Recessed windows and other recesses, or other glazing techniques;
 - vi. Raised landscape planters, formal landscape design used to augment architectural elements
- vii. Recessed or projecting vertical column treatments.
- c) Architectural enhancements should extend to upper portions of building walls that are visible from public view. This provision includes the upper area of walls where the lower portions may be concealed by screen walls associated with loading areas and outdoor storage areas.
- d) Facades having a recognizable "base" feature are encouraged. The base feature should be high enough to relate in proportion to the scale of the building. Examples of techniques that can be used are as follows:
- i. Richly textured materials (i.e. tile or masonry treatments), panels, reveals, and steel;
 - ii. Materials and colors (color stripes are not acceptable as the sole treatment), and/or;
 - iii. Raised planters and other forms of enriched landscaping.
7. Roof Elements.
- a) Roofs shall be integral to the architectural theme of buildings. Rooflines should include appropriate variations to avoid long, continuous planes. A full pitched roof over an entire industrial building is not realistic. However, where feasible and appropriate to the architectural style for the building, a pitched roof element should be provided over the entry and/or office portion(s) of the structure and/or the corners of the structure.
- b) The rooflines of buildings should consider the design of rooflines of

- preceding and future buildings. Roof lines may be used to help delineate building entries, introduce additional shapes, angles and shadows, and add visual relief to the tops of buildings, but should also be designed as an integral component of the form of the building, its mass and facade.
- c) Roof mounted mechanical equipment shall not exceed the height of the roof parapet or other architectural features so as to be completely screened from view. In instances where mechanical equipment must exceed parapet height proper screening shall be provided to ensure architectural integration.
- d) Brightly-colored and highly reflective roof surfaces (including unpainted galvanized metal roofing) that is visible from public view is prohibited.
8. Building Materials/Color. To maintain a sense of continuity among materials and colors used throughout the Town, while also providing a distinct identity to each development and allowing for expression of individual businesses.
- a) Attractive, durable, quality materials shall be used. Predominant exterior building materials shall be of high quality, energy efficient, and durable. These including, but are not limited to:
- i. Brick;
 - ii. Stone (natural or faux);
 - iii. Integral color, sand blasted or stained textured masonry;
 - iv. Split-face or scored concrete masonry units;
 - v. Textured tilt-up concrete panels;
 - vi. Stucco/EFIS;
 - vii. Metal roofs;
 - viii. Concrete and clay tile roofs.
 - ix. Light colored or reflective "cool roofs" (when not visible from public view);
 - x. Clear and tinted glass;
 - xi. Architectural metal; and,
 - xii. Prefabricated steel panels and corrugated metal where architecturally integrated.
- b) The use of decorative masonry/block such as split face or slump block shall not be used as a primary building material, unless substantial articulation and detail is provided.
- c) The use of various building material (i.e. masonry, concrete texturing, cement, plaster, etc.) to produce effects of texture and relief that provide architectural interest are encouraged.
- d) Material changes should not occur at external corners of offsets along a building facade. Material changes should occur at "reverse" or interior corners or as a "return" to a natural break in building massing, with a minimum distance of four (4) feet.
- e) Materials should be chosen to withstand abuse by vandals or accidental damage by machinery. False facades and other simulated materials and

ornamentation are discouraged. High maintenance materials such as stained wood, clapboard, or shingles are prohibited.

- f) Metal buildings shall be architecturally treated on all four exterior sides of the building. If utilized, metal buildings shall employ a variety of building forms, materials, colors and other architectural treatments to add visual interest. Exterior materials should include stucco, plaster, glass, stone, brick, or decorative masonry.
- g) In business parks where a number of buildings are proposed, light, neutral colors shall be used on dominant wall planes to help reduce their perceived size. Contrasting trim and color bands or other similar design features that break up the vertical monotony is required.
- h) The use of compatible colors in a single facade or composition is required. Compatible colors add interest and variety while reducing building scale and breaking up plain walls.
- i) For larger building surfaces, colors should be muted and subdued. Deeper colors may be used for accenting. Bright colors, and unusual patterns and/or schemes are prohibited.
- j) All colors and or surfaces shall not exceed a light reflectance value (LRV) of 60%, unless otherwise approved by the Planning Administrator.

9. Open Space.

- a) For open space requirements, refer to Section 5.4 of the Zoning Ordinance.
- b) Where possible, private open space and common open space should be designed to create a sense of place and should be used as opportunities to allow for gathering areas.
- c) Industrial development by its nature functions differently. Open space areas for business parks will function differently than warehousing, distribution, or manufacturing uses. Open space used for gathering areas shall be designed to as to provide a safe and convenient area for employees and visitors. It is not the intention of these design standards to ensure that all open space areas provide a pedestrian scale functional design.

10. Site Access.

- a) Industrial developments should be marked by entry features such as monument signs, decorative paving, special lighting, public art, enhanced landscaping, etc.
- b) Business parks shall be designed in consideration of employees and other pedestrians. Pedestrian access, amenities, and safe circulation shall be incorporated into the overall site design.
- c) A continuation of pedestrian access should be provided when industrial developments are located adjacent to existing or planned open space. Where employment areas adjoin existing or proposed public transit routes, shaded, safe, well-lighted and aesthetically pleasing connections to bus stop locations should be

provided, and bus "pull-outs" should be incorporated where appropriate.

11. Parking and Vehicle Circulation.

- a) The parking lot shall not be the dominant visual element of a development as viewed from the street or other public area. Large parking areas directly in front of the building are discouraged, unless paved areas are broken up into smaller areas through the use of extensive landscaping, decorative paving, pedestrian walkways, garden walls, elevation changes or similar design features.
- b) Parking areas and drive aisles shall be configured so that they minimize conflicts with loading and truck maneuvering activities. Customer parking areas, including a portion of stalls provided for the disabled, shall be placed near the main public entry and outside of loading and yard areas where appropriate.
- c) Adequate room is needed for trucks to maneuver and queue to unload. Dock-high loading doors should have a minimum clear area of 120 feet from the door to provide adequate truck maneuvering. Smaller areas may be considered in special cases if it can be shown on the site plan that adequate maneuvering areas and turning radii can be achieved.
- d) The use of public streets for truck staging and queuing is prohibited.
- e) Required parking stalls and drive aisles must be used exclusively for vehicle parking and circulation, remain unobstructed and cannot be used as areas for

trailer storage, truck maneuvering (except drive aisles), outdoor storage or other outdoor activities.

- f) Parking adjacent to and visible from public view shall be screened from view through the use of earth berms, low screen walls, changes in elevation, landscaping or combinations thereof.
- g) Parking lots shall include landscaping that accents the importance of driveways from the street, frames the major circulation aisles, and highlights pedestrian pathways.
- h) Canopy trees and other forms of landscaping in employee and customer parking lots shall be used to break up the scale of large parking lots, provide additional shading and reduce "heat island" impacts.
- i) For employee and customer parking areas interior planting island fingers between parking spaces, at every twelve (12) parking spaces shall be provided, to avoid long rows of non-shaded parked cars. The planting islands shall be a minimum of ten (10) feet by twenty (20) feet and be protected by a six-inch high curb on all sides.
- j) Once on site, vehicles should not be required to exit onto the street in order to move from one parking area to another on the same site. The use of reciprocal (common) driveways to provide access to two or more buildings is strongly encouraged.

12. Utilities and Mechanical Equipment.

- a) Mechanical equipment, electrical meter and service components, and similar utility devices whether ground level, wall mounted, or roof mounted, shall be screened and designed to appear as an integral part of the building, unless otherwise required by the building code and approved by the Planning Administrator.
13. Signage.
- a) Every structure and industrial development shall be designed with a precise concept for signage. Provisions for sign placement, sign scale in relationship with building height, and sign readability shall be considered in developing the signage concept. All signage shall be compatible with the building architecture and site design relative to color, material and placement.
- b) Monument signs are the preferred method for business identification whenever possible. Where several tenants occupy the same site, individual wall mounted signs are appropriate in combination with a monument sign identifying the development and address.
- c) The use of backlit individually cut letter signs is strongly encouraged in order to create an attractive sign theme. Wall painted signs and murals are prohibited, except when utilized for public art purposes.
- d) Each development site shall be appropriately signed to give directions to loading and receiving areas, visitor parking and other special areas.
- e) Refer to Article 7 of the Town of Queen Creek Zoning Ordinance for area, size, and location regulations.
- f) Loading and Outdoor Storage.
- g) Loading and outdoor storage areas should be located to the rear or sides of buildings and must not be visible be screened from public view. Building mass is the preferred method for screening loading areas and outdoor storage areas. Where building mass is not utilized, a combination of screen walls, berms, landscaping and elevation changes shall be used to screen loading areas and outdoor storage areas from public view.
- h) In cases where a building is adjacent to both a street and a freeway, loading and outdoor storage areas should be located in side yard areas. Screening from both the freeway and the street should be accomplished through the use of dense landscaping and screen walls or other methods that provide for effective screening. In situations where screen walls are ineffective due to grade differences between the site and the adjacent freeway, dense tree plantings shall be provided in a landscaped planter area with a minimum width of ten (10) feet. Greater width may be required if necessary to provide adequate screening.
- i) Any outdoor storage material height shall be limited to the maximum height of the adjacent screen wall when visible from public view, and should be located at least one-hundred (100) feet from street rights-of-way, unless

- stored behind a wall and completely screened from view.
- j) Sliding gates into loading areas visible from the street should be constructed of durable material and shall ensure that activities within the loading areas area screened from view. Construction shall be durable material and may consist of wrought iron or tubular steel and high-density perforated metal screening. The gate shall be architecturally integrated to match or complement adjacent walls and/or building architecture.
- k) Where cargo and other storage containers are utilized on a recurring basis they shall be fully screened from public view.
- l) Silos, tanks, and other ancillary structures that are permitted within the zoning district shall be painted to match the primary buildings on site.
- m) If more than two dock-high loading doors are provided, then trailer storage spaces are to be provided at the rate of one space per four loading doors. Trailer storage spaces shall have minimum dimensions of twelve (12) feet by forty-five (45) feet and should be located away from public view.
- n) Bay doors and high activity areas should be located away from residential areas. The design of overhead doors should also minimize noise through devices such as rubber seals and/or other sound dampening features.
- o) Fixed hardware for rolling doors shall be located on the inside of buildings.
- p) The use of barbed wire, razor wire, and similar fencing/security materials is prohibited.
- q) Service areas, loading and storage areas, and refuse enclosures shall be oriented away from public street frontages or screened from public view.
- r) Trash containers shall be located within a decorative masonry wall enclosure with gates. The enclosure materials shall be designed to match the architectural design features of the development. The trash enclosures shall also be buffered by landscaping when within public view. Trash containers are not required to be located within a walled enclosure when they are located behind screened areas and are not visible from public view.
- s) Perimeter screen walls are allowed at six-feet (6) in height at the side and rear property lines. Additional height of screen walls with a maximum height of ten (10) feet may be considered by the Planning Administrator with additional design features. Walls shall be designed to minimize their visual impact through material change, material color, and vertical and horizontal plane changes and shall be architecturally commensurate with the building architecture. Walls are not permitted in front of the front wall plane, with the exception of parking screen walls.

ORDINANCE 697-19

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING A PORTION OF ARTICLE 3 IN THE QUEEN CREEK TOWN ZONING ORDINANCE, AS DESCRIBED IN EXHIBIT A ATTACHED HERETO AND IN ACCORDANCE WITH PLANNING CASE P19-0036.

WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

WHEREAS, Article 3, ZONING PROCEDURES, Section 3.4 AMENDMENT AND REZONING, establishes the authority and procedures for amending the Zoning Ordinance; and

WHEREAS, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on April 10, 2019; and

WHEREAS, the Planning and Zoning Commission voted 6-0 in favor of this rezoning and text amendment case;

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

Section 1. The Queen Creek Zoning Ordinance, is amended as set forth and referenced to as "Exhibit A", and incorporated herein;

Section 2. If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Zoning Ordinance is for any reason held invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 1st day of May 2019.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright PLLC
Attorneys for the Town

Attachment: Ordinance 697-19 - Site Plan Review (Ordinance Nos. 696-19, 697-19, 698-19, 699-19, ZONING ORDINANCE TEXT AMENDMENTS)

EXHIBIT A
ZONING ORDINANCE TEXT AMENDMENTS: ADD, DELETE, AND EDIT LANGUAGE
IN ARTICLE 3 OF THE ZONING ORDINANCE

Article 3, Section 3.3.D.1 & (e)

C. *Approval Procedures.*

1. *Minor Site Plan.* Any proposed site less than or equal to ~~five-ten~~ (510) ~~net~~ acres shall be considered a minor site plan and shall conform to the procedures below:
 - a. An application for approval of a site plan shall be submitted to the Development Services Department. The Department shall determine whether the application for site plan approval is complete, and shall submit a report as to compliance with this Ordinance and the application for site plan approval to the Planning Administrator;
 - b. If the site plan application is incomplete, the Department shall return it to the applicant with a statement of the reasons why the proposed site plan does not conform to the provisions as defined in the Town's application(s) and / or process guide(s), on file with the Town's Development Services Department;
 - c. If a use permitted by right is proposed, the Development Services Department shall submit a recommendation to the Planning Administrator. The Planning Administrator shall approve the site plan, approve the site plan with conditions, or deny the site plan; and,
 - d. If a conditional use, rezoning, or PAD is proposed and accompanies the minor site plan application for review, the application shall follow the procedures as set forth by the conditional use, rezoning, and / or PAD procedures, as applicable.
 - e. Within ~~twenty-ten~~ (2010) calendar days of final approval, minor site plan approvals may be appealed to a full hearing of the Town Council by two or more members of the Town Council or by the Town Mayor.

Article 3, Section 3.3.D.2

2. *Major Site Plan.* Any proposed site greater than ~~ten~~ 5(10) ~~net~~ acres shall be considered a major site plan and shall conform to the procedures below:

ORDINANCE 698-19

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING A PORTION OF ARTICLE 4 IN THE QUEEN CREEK TOWN ZONING ORDINANCE, AS DESCRIBED IN EXHIBIT A ATTACHED HERETO AND IN ACCORDANCE WITH PLANNING CASE P19-0036.

WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

WHEREAS, Article 3, ZONING PROCEDURES, Section 3.4 AMENDMENT AND REZONING, establishes the authority and procedures for amending the Zoning Ordinance; and

WHEREAS, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on April 10, 2019; and

WHEREAS, the Planning and Zoning Commission voted 6-0 in favor of this rezoning and text amendment case;

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

Section 1. The Queen Creek Zoning Ordinance, is amended as set forth and referenced to as "Exhibit A", and incorporated herein;

Section 2. If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Zoning Ordinance is for any reason held invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 1st day of May 2019.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright PLLC
Attorneys for the Town

EXHIBIT A ZONING ORDINANCE TEXT AMENDMENTS: ADD, DELETE, AND EDIT LANGUAGE IN ARTICLE 4 OF THE ZONING ORDINANCE

Article 4, Section 4.6

Table 4.6-1 Permitted Uses

Use Category	Specific Use Type	Residential Zoning Districts					Non-Residential Zoning Districts										
		A1 R1-190 R1-145 R1-108	R1-54 R1-43 R1-35	R1-18 R1-15 R1-12	R1-9 R1-8 ¹ R1-7 R1-6 ¹ R1-5 R1-4	HD R/ M DR	A T	N C	D C	M U	C-1	C-2	C-3	EM P A	EM P B	P R C	P Q P
Dwelling Units	*Accessory Uses	A	A	--	--	--	--	--	--	--	--	--	--	--	--	--	--
	Live / Work	--	--	--	--	--	P	P	P	P	C	C	C	C	--	--	--
	*Accessory Dwelling Unit	A	A	A	A	--	P	--	--	--	--	--	--	--	--	--	--
	Single-Family, Detached	P	P	P	P	P	P	C	--	P	--	--	--	--	--	--	--
	Single-Family, Attached	--	--	--	--	P	P	C	--	P	--	--	--	--	--	--	--
	Modular Home	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--
	Manufactured Housing (Permitted in MHR Overlay only)	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--
	Mobile Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
	Duplex / Triplex / Townhouse	--	--	--	--	P	--	--	P	--	--	--	--	--	--	--	--
	Multiple Dwelling (See Section 4.6.D.8)	--	--	--	--	P	P	P	P	P	W--	W--	--	--	--	--	--
	Boarding House or Rooming House	--	--	--	--	C	--	P	--	C	C	--	--	--	--	--	--
	All Other Household Living	--	--	--	--	C	--	C	--	C	C	C	C	C	--	--	--
Group Living	Assisted Living Facility	C	C	--	--	P	--	P	--	C	C	P	P	--	--	--	
	*Group Residential Facility (Group Home)	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	
	Treatment Facility	--	--	--	--	--	--	C	--	C	C	C	C	--	--	--	
Lodging	Hotels, Motels,	--	--	--	--	--	--	P	P	P	P	P	P	--	--	--	
	Bed & Breakfast Inns (See 4.6.D.1)	--	--	--	--	--	W	--	P	--	--	--	--	--	--	--	

Table 4.6-1 Permitted Uses (Continued)

Use Category	Specific Use Type	Residential Zoning Districts					Non-Residential Zoning Districts										
		A1 R1-190 R1-145 R1-108	R1-54 R1-43 R1-35	R1-18 R1-15 R1-12	R1-9 R1-8 ¹ R1-7 R1-6 ¹ R1-5 R1-4	HD R/ MD R	A T	N C	D C	M U	C-1	C-2	C-3	EM P A	EM P B	PR C	PQ P
Institutional & Civic (Continued)																	
Day Care (Continued)	General Day Care (13 or more children) and Nursery School/ Pre-School (See Section 4.6.D.7)	--	--	--	--	--	--	W	--	P	W	P	P	--	--	--	--
	All other	--	--	--	--	--	--	C	--	C	C	C	C	--	--	--	--
Parks & Open Space	Neighborhood Park (See Section 4.6.D.6)	W	W	W	W	W	P	--	--	--	--	--	--	--	--	P	--
	Cemetery (See Section 4.6.D.6)	W	W	W	W	W	--	--	--	C	C	--	C	C	W	--	
	Golf Course (See Section 4.6.D.6)	W	W	W	W	W	--	--	--	C	W	W	C	C	C	W	--
	Golf Driving Range	--	--	--	--	--	--	--	--	C	C	C	C	C	C	C	--
	Parks/lakes/reservoirs	--	--	--	--	--	--	C	C	C	C	C	C	C	C	C	--
	All Other Parks/Open Space (See Section 4.6.D.6)	W	W	W	W	W	W	C	C	C	C	C	C	C	C	<u>E</u> _P	--
Religious Institutions	Institution (seating capacity up to 1,500 persons)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--
	Large Institution (seating capacity greater than 1,500 persons)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	--	--
	All other religious uses	--	--	--	--	--	--	C	C	C	C	C	C	--	--	--	--
Safety Services (See Section 4.6.D.6)	All	C	C	C	C	C	C	C	C	C	W	W	C	C	C	C	W
Educational Facilities (See Section 4.6.D.6)	Boarding School	C	C	C	C	C	--	C	--	C	C	C	C	--	--	--	W
	Charter, Private and Parochial School	W	W	W	W	W	--	W	--	W	W	W	W	--	--	--	W
	Dance/Art/Music Schools	--	--	--	--	--	--	W	W	W	W	W	C	--	--	--	W
	Elementary Schools	W	W	W	W	W	W	W	W	W	W	W	W	--	--	--	W
	Riding Academies	--	--	--	--	--	P	C	W	C	C	W	C	C	C	--	W

Secondary Schools	W	W	W	W	W	W	W	C	W	W	C	W	W	--	--	--	W
College or University	C	C	--	--	--		--	W	W	W	W	W	W	--	--	--	W
Vocational/Tech School	--	--	--	--	--	P	--	W	W	W	W	W	W	W	W	--	W
All other Schools	W	W	W	W	W	W	C	C	C	C	C	C	C	--	--	--	W

Table 4.6-1 Permitted Uses (Continued)

Use Category	Specific Use Type	Residential Zoning Districts					Non-Residential Zoning Districts										
		A1 R1-190 R1-145 R1-108	R1-54 R1-43 R1-35	R1-18 R1-15 R1-12	R1-9 R1-8 ¹ R1-7 R1-6 ¹ R1-5 R1-4	HD R/ MD R	A T	N C	D C	M U	C-1	C-2	C-3	EM P A	EM P B	PR C	PQ P
Institutional & Civic (Continued)																	
Utility, Basic	Utility Facilities and Utility Service Yards	P	P	P	P	P	P	P	--	P	P	P	P	P	P	P	P
	All other Utility, Basic	C	C	C	C	C	C	C	--	C	C	C	C	P	P	C	P
Utility Corridors	Utility Treatment, Production or Service Facilities	--	--	--	--	--	C	--	--	C	C	C	C	C	C	C	P
Detention Facilities	Jails, Reformatories	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P
	Honor Camps	--	--	--	--	--	--	--	--	--	C	C	--	P	P	--	P
Hospital/Clinic	Clinics/Medical/Dental Offices (see section 4.6.D.4)	--	--	--	--	--	W	W	W	W	P	P	P	C	--	--	--
	Adult Day Care	--	--	--	--	--	--	P	--	P	P	P	P	C	--	--	--
	Blood Bank or Plasma Center	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	--
	Counseling Centers (non-resident)	--	--	--	--	--	--	C	--	P	C	P	P	C	C	--	--
	Counseling Centers (non-resident) for the treatment of drug abuse and / or alcohol	--	--	--	--	--	--	C	--	C	C	C	P	C	C	--	--
	Hospital/Mental Hospital	--	--	--	--	--	--	--	--	C	C	C	C	C	--	--	--
	Physical and Mental Rehabilitation (resident)	--	--	--	--	--	--	--	--	C	--	C	C	C	C	--	--
All other medical facilities	--	--	--	--	--	--	--	--	C	--	C	C	C	C	--	--	
Commercial																	
Eating and Drinking Establishments	Bars & Nightclubs (with or without live music and dancing) and Alcohol Sales, by the drink (primary use) (see section 4.6.D.11)	--	--	--	--	--	W		P	W	C	C	P	C	--	--	--

Restaurant, limited service (see section 4.6.D.11)	--	--	--	--	--	P	C	P	P	P	P	P	P	P	P	--	--
Breweries	--	--	--	--	--	P	P	P	P	C	P	P	P	P	P	--	--
Restaurant, full service (see section 4.6.D.11)	--	--	--	--	--	W	W	P	P	P	P	P	P	P	P	--	--

Table 4.6-1 Permitted Uses (Continued)

Use Category	Specific Use Type	Residential Zoning Districts					Non-Residential Zoning Districts										
		A1 R1-190 R1-145 R1-108	R1-54 R1-43 R1-35	R1-18 R1-15 R1-12	R1-9 R1-8 ¹ R1-7 R1-6 ¹ R1-5 R1-4	HD R/ MD R	A T	N C	D C	M U	C-1	C-2	C-3	EM P A	EM P B	PR C	P Q P
Commercial (Continued)																	
Eating and Drinking Establishments (Continued)	* Restaurant, with In-Vehicle Service	--	--	--	--	--	--	--	--	C	<u>€P</u>	<u>€P</u>	<u>€P</u>	--	--	--	--
	Coffee Houses (see Section 4.6.D.11)	--	--	--	--	--	P	C	P	P	<u>€P</u>	P	P	--	--	--	--
* Home-based occupations	All (when AT, DCMU is residential use)	P	P	P	P	<u>P</u>	P	--	P	P	--	--	--	--	--	--	--
Office	General Offices (see section 4.6.D.4)	--	--	--	--	--	W	P	P	P	P	P	P	P	--	--	--
	Coworking space (Business Incubator)	--	--	--	--	--	P	P	P	P	P	P	P	P	--	--	--
	All other offices	--	--	--	--	--	C	C	C	C	C	C	P	--	--	--	--
Parking, Commercial	Commercial Parking Lot or Parking Structure	--	--	--	--	--		C	C	C	C	C	C	C	C	--	--
Entertainment Event Major	Indoor Facilities	--	--	--	--	--	P	C	P	P	C	C	P	P	P	C	--
	Outdoor Facilities	--	--	--	--	--	P	C	C	C	C	C	C	P	P	C	--
Recreation and Entertainment Outdoor	Campgrounds and Camps (see Section 4.6.D.2)	W	W	--	--	--	W	--	--	--	--	--	--	W	W	W	--
	Commercial Ranch, Commercial Stable, Outdoor Guest Ranch	C	C	--	--	--	P	--	--	--	--	--	--	--	--	--	--
	Equestrian boarding and riding arenas, (setback 500 feet from all property lines)	--	--	--	--	--	P	--	--	--	--	--	--	C	C	--	--

Equestrian facilities in conjunction with an approved single family residential development	--	--	--	--	--	P	--	--	--	--	--	--	--	--	C	--
Hunting, fishing, game preserves and recreational clubs or camps - not including recreational vehicle campgrounds.	--	--	--	--	--	P	--	--	--	--	--	--	--	--	P	--
Resort, Cabins and Lodges	C	C	--	--	--	P	--	--	C	--	P	C	C	C	C	--
Swimming Pools	A	A	A	A	A	--	C	--	C	C	P	C	--	--	P	--
Shooting Ranges	C	---	--	--	--	--	--	--	--	--	--	--	C	C	C	--
Commercial Amusement, Outdoor	C	C	--	--	--	P	--	--	C	C	C	C	C	C	--	--

Table 4.6-1 Permitted Uses (Continued)

Use Category	Specific Use Type	Residential Zoning Districts					Non-Residential Zoning Districts										
		A1 R1-190 R1-145 R1-108	R1-54 R1-43 R1-35	R1-18 R1-15 R1-12	R1-9 R1-8 ¹ R1-7 R1-6 ¹ R1-5 R1-4	HD R/ MD R	A T	N C	D C	M U	C-1	C-2	C-3	EM P A	EM P B	PR C	P Q P
Commercial (Continued)																	
Recreation and Entertainment Outdoor (Continued)	Miniature Golf	C	C	--	--	--	P	--	--	--	--	--	--	--	--	--	--
	Zoo	C	C	--	--	--	P	--	--	C	C	C	C	C	C	C	--
	Carnivals, Dances, Circuses	--	--	--	--	--	--	--	--	C	--	--	C	--	--	--	--
	All Other Outdoor Recreation	C	C	--	--	--	C	C	--	C	C	C	C	C	C	C	--
Recreation and Entertainment Indoor	Assembly/Auditorium	C	C	--	--	--	--	--	P	P	C	C	C	--	--	--	--
	Amusement Center	C	C	--	--	--	P	--	--	--	--	--	--	--	--	--	--
	Bowling Alley	--	--	--	--	--	C	--	--	--	--	P	P	--	--	--	--
	Commercial Amusement, Indoor Clubs, Lodges, Health Club, or Fitness Center	--	--	--	--	--	P	--	P	P	C	P	P	P	P	--	--
Retail Sales and Service	Alcohol sales, retail	--	--	--	--	--	P	P	P	P	P	P	P	C	--	--	--
	Alcohol sales, in restaurant	--	--	--	--	--	P	P	P	P	P	P	P	C	C	--	--
	Veterinary Hospitals, Kennels	--	--	--	--	--	P	--	C	P	--	C	P	C	C	--	--
	Animal Sales and Care	--	--	--	--	--	P	P	C	P	P	P	P	P	--	--	--
	Indoor, small animals	--	--	--	--	--	P	P	C	P	P	P	P	C	--	--	--

Indoor, large animals	--	--	--	--	--	P	C	C	C	C	P	C	C	C	--	--
Bed & Breakfast	C	C	--	--	--	P	--	P	--	--	--	--	--	--	--	--
Outdoor Sales Operations (see Section 4.6.D.10)	--	--	--	--	--	P	W	--	W	W	W	W	W	W	--	--
Arts, crafts and boutiques	--	--	--	--	--	P	P	P	P	P	P	P	--	--	--	--
Bakeries (small scale not factory or distribution warehousing)	--	--	--	--	--	P	P	P	P	P	P	P	P	--	--	--
Bakeries (large scale, including distributors or warehousing)	--	--	--	--	--	P	--	--	--	--	--	--	EP	P	--	--
Banks (excluding drive-thru facilities)	--	--	--	--	--	C	P	P	P	P	P	P	P	--	--	--
Bars & Nightclubs (with or without live music and dancing)	--	--	--	--	--	P	--	P	P	C	C	P	--	--	--	--
* Sexually Oriented Business	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--

Table 4.6-1 Permitted Uses (Continued)

Use Category	Specific Use Type	Residential Zoning Districts					Non-Residential Zoning Districts										
		A1 R1-190 R1-145 R1-108	R1-54 R1-43 R1-35	R1-18 R1-15 R1-12	R1-9 R1-8 ¹ R1-7 R1-6 ¹ R1-5 R1-4	HD R/ MD R	A T	N C	D C	M U	C-1	C-2	C-3	EM P A	EM P B	PR C	P Q P
Commercial (Continued)																	
Retail Sales and Service (Continued)	* Large Format Retail	--	--	--	--	--	--	--	--	P	--	P	P	--	--	--	--
	Book Stores	--	--	--	--	--	P	P	P	P	P	P	P	--	--	--	--
	Cemeteries, Mausoleums	--	--	--	--	--	P	--	--	--	--	--	C	C	--	--	--
	Contractor and Trade Shops, Indoor operations and storage	--	--	--	--	--	P	--	--	--	--	C	C	P	P	--	--
	Supermarkets or Convenience Stores	--	--	--	--	--	P	--	C	P	P	P	P	--	--	--	--
	Delivery and Dispatch Services (vehicles on-site)	--	--	--	--	--	P	--	--	C	P	P	P	P	P	--	--
	Department Stores	--	--	--	--	--	--	--	--	P	--	P	P	--	--	--	--

* In-vehicle ("drive-thru") service facilities uses, including automated tellers, banks, cleaners, liquor, and fuel and restaurants.	--	--	--	--	--	--	C	--	C	C	C	P	--	--	--	--
Farm-Related Business, such as: feed stores, fruit, and vegetable stands. (see Section 4.6.D.3)	--	--	--	--	--	P	W	--	W	W	W	W	--	--	--	--
Fertilizer and Seed Sales	--	--	--	--	--	P	C	--	--	C	C	C	P	P	--	--
Food Service	--	--	--	--	--	P						P				
Catering	--	--	--	--	--	P	C	P	P	C	P	P	C	C	--	--
Funeral Home/Mortuary Crematorium	--	--	--	--	--	--	--	--	C	C	C	P	P	P	--	--
Hardware Stores	--	--	--	--	--	P	C	--	P	C	P	P	--	--	--	--
Landscaping Materials	--	--	--	--	--	P	C	--	--	P	P	C	P	P	--	--
Manufactured Building Sales and Service	--	--	--	--	--	--	--	--	--	--	--	C	C	P	--	--
* Massage Establishments	--	--	--	--	--	--	--	--	C	C	P	P	--	--	--	--
Motor Vehicle Dealer	--	--	--	--	--	--	--	--	C	--	P	P	--	--	--	--
*Non-chartered Financial Institutions	--	--	--	--	--	--	--	--	--	--	C	--	C	--	--	--

Table 4.6-1 Permitted Uses (Continued)

Use Category	Specific Use Type	Residential Zoning Districts					Non-Residential Zoning Districts										
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Commercial (Continued)																	
Retail Sales and Service (Continued)	Nurseries and Green Houses where retail sales and services will be conducted on the premises	--	--	--	--	--	P	P	--	C	P	P	P	--	--	--	--
	* Pawn Shops and Precious Metals Dealers (We Buy Gold)	--	--	--	--	--	--	--	--	--	C	--	C	--	--	--	--
	Rental Services (see 4.6.D.5) where heavy equipment is involved)	--	--	--	--	--	--	W	--	W	W	W	W	W	W	--	--

	Repair Services (appliances)	--	--	--	--	--	--	P	--	P	P	P	P	P	P	--	--
	Personal or General Services	--	--	--	--	--	--	P	P	P	P	P	P	C	C	--	--
	* Medical Marijuana Dispensary, Operation or Cultivation	--	--	--	--	--	--	--	--	--	--	C	--	C	C		
	Swap Meets and Farmer's Markets	--	--	--	--	--	P	--	P	P	--	C	P	C	C	--	--
	Theaters	--	--	--	--	--	P	--	P	P	--	--	P	--	--	--	--
	All Other Retail Sales and Service	C	C	--	--	--		C	C	C	C	C	C	C	C	--	--
Agriculture	General agriculture uses, agribusiness, entertainment farming	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--	--
	Concentrated animal feeding operation	--	--	--	--	--	P	--	--	--	--	--	--	C	C	--	--
	Dairy	--	--	--	--	--	P	--	--	--	--	--	--	C	C	--	--
	Feed Lot	--	--	--	--	--	P	--	--	--	--	--	--	C	C	--	--
	Greenhouses, Plant/Tree Nurseries	P	P	--	--	--	P	--	--	--	--	--	--	P	P	--	--
	Agribusiness	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--	--
	Christmas Tree Sales	--	--	--	--	--	P	--	--	--	--	--	P	P	P	P	--
	Feed Lot	--	--	--	--	--	P	--	--	--	--	--	--	C	C	--	--
	Greenhouses, Plant/Tree Nurseries	P	P	--	--	--	P	--	--	--	--	--	--	P	P	--	--
	Agribusiness	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--	--
	Christmas Tree Sales	--	--	--	--	--	P	--	--	--	--	--	P	P	P	P	--

Table 4.6-1 Permitted Uses (Continued)

Use Category	Specific Use Type	Residential Zoning Districts					Non-Residential Zoning Districts										
		A1 R1-190 R1-145 R1-108	R1-54 R1-43 R1-35	R1-18 R1-15 R1-12	R1-9 R1-8 ¹ R1-7 R1-6 ¹ R1-5 R1-4	HD R/ MD R	A T	N C	D C	M U	C-1	C-2	C-3	E M P A	EM P B	PR C	PQ P
Commercial (Continued)																	
Agriculture (Continued)	Grain Storage, when not used in connection or accessory to use of the property for agriculture cultivation	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--	--
	Winery	--	--	--	--	--	P	--	--	--	--	--	--	C	C	--	--

Attachment: Ordinance 698-19 - Permitted Use (Ordinance Nos. 696-19, 697-19, 698-19, 699-19, ZONING ORDINANCE TEXT AMENDMENTS)

	All other agriculture, including mini-farms, and community gardens	P	P	C	C	C	C	--	--	--	--	--	--	C	C	--	--	
Self-Service Storage	Self-Storage (see Section 4.6.D.12)	--	--	--	--	--	--	W	--	W	W	W	W	W	W	--	--	
Vehicle Service	Automotive Repair	--	--	--	--	--	--	--	--	C	--	P	P	P	P	--	--	
	Body Shop	--	--	--	--	--	--	--	--	--	--	--	C	P	P	--	--	
	* Car Wash	--	--	--	--	--	--	--	--	C	--	P	P	--	--	--	--	
	* Gasoline Service Station	--	--	--	--	--	--	C	--	P	C	P	P	--	--	--	--	
	* Quick Lubrication	--	--	--	--	--	--	C	--	C	C	P	P	P	P	--	--	
	Semi-Truck Repair	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	--	--
	Semi-Truck Stop/Travel Plaza	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	
	Tire Recapping and Storage (not junkyards)	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	
All other Vehicle Service	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--		
Other																		
Aviation or Surface Passenger Terminal	Airport/Heliports	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	
	Bus/Commuter Stops	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	--	
	Bus/Railroad Depot	--	--	--	--	--	P	--	P	P	C	P	P	P	P	--	--	
	Helipads	--	--	--	--	--	--	--	--	P	C	C	P	C	C	--	--	
	All other Aviation or Surface Passenger Terminal	--	--	--	--	--	C	C	P	C	C	P	C	C	--	--		
Mining	Extractive Use	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	
	Oil or Gas Drilling	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	
	Quarry	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	

Table 4.6-1 Permitted Uses (Continued)

Use Category	Specific Use Type	Residential Zoning Districts					Non-Residential Zoning Districts										
		A1 R1-190 R1-145 R1-108	R1-54 R1-43 R1-35	R1-18 R1-15 R1-12	R1-8 ¹ R1-7 R1-6 ¹ R1-5 R1-4	HD R/ MD R	A T	N C	D C	M U	C-1	C-2	C-3	EM P A	EM P B	PR C	PQ P
Other (Continued)																	
Mining (Continued)	Processing	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--
	Sand or Gravel Extraction or Processing	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--

Attachment: Ordinance 698-19 - Permitted Use (Ordinance Nos. 696-19, 697-19, 698-19, 699-19, ZONING ORDINANCE TEXT AMENDMENTS)

* Tele-communication Facilities	* Antennas or towers, other	C	C	C	C	C	C	C	C	--	P	C	C	P	C	C	C	C
	*Antennas or towers on property owned, leased, or otherwise controlled by the Town of Queen Creek	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P
	Satellite Dish Antennas for private residential use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	--
Temporary Uses (see Section 3.6)	Enterprise Sales	T	T	-	-	-	T	T	T	T	T	T	T	T	T	T	--	--
	Temporary Events	T	T	-	-	-	T	T	T	T	T	T	T	T	T	T	T	--
	Temporary Retail Sales	T	T	-	-	-	T	T	T	T	T	T	T	T	T	T	--	--
	Temporary real estate and construction-related uses	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	--	T
	Amusement enterprises	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	--	--
	Promotional activities involving the display of goods and merchandise	T	T	-	-	-	T	T	T	T	T	T	T	T	T	T	--	--
	Special events and activities on public property	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
	Display and Sale of Consumer Fireworks	--	--	--	--	--	T	--	--	T	T	T	T	T	T	T	--	--
Temporary uses not specified	T	T	-	-	-	T	T	T	T	T	T	T	T	T	T	T	T	
Industrial Service, Manufacturing and Production	Animal Food Manufacturer	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--
	Cleaning or Processing Establishment	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	
	Indoor Operations and Storage such as Assembly, Food Products, and Manufacturing/ Processing	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	

Table 4.6-1 Permitted Uses (Continued)

Use Category	Specific Use Type	Residential Zoning Districts					Non-Residential Zoning Districts											
		A1	R1-54	R1-18	R1-8 ¹	R1-7	HD R/MDR	A	N	D	M	C-1	C-2	C-3	EMPA	EMPB	PRC	PQP
		R1-190	R1-43	R1-15	R1-6 ¹	R1-5												
		R1-145	R1-35	R1-12	R1-4													

Industrial Service, Manufacturing and Production (Continued)	Indoor Operations with Outdoor Storage such as Assembly, Food Products, and Manufacturing/Processing, Contractor and Trade Shop (see Section 4.6.D.11)	--	--	--	--	--	W	--	--	--	--	--	--	C	W	--	--
	Outdoor Operations and Storage such as Assembly, Food Products, and Manufacturing/Processing, Contractor and Trade Shops (see Section 4.6.D.11)	--	--	--	--	--	W	--	--	--	--	--	--	W	W	--	--
	All other Industrial Service	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--
Warehouse and Freight Storage	Indoor Operations, Storage and Loading	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--
	Indoor Storage with Outdoor Loading Docks (see Section 4.6.D.11)	--	--	--	--	--	--	--	--	--	--	--	--	W	W	--	--
	Outdoor Storage or Loading (see Section 4.6.D.5)	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--
Waste-Related Use	Transfer Station: (Non)Hazardous Waste	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--
	Solid Waste Disposal Sites	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--
	Junkyards/Automotive Recycler	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--
	All other waste-related	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--
Wholesale Sales	Wholesale business without highly flammable material or liquids	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--
	All other wholesale uses	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--

(1) Designation of R1-8 and R1-6 districts is prohibited after August 1, 1998 (pursuant to this Ordinance, and Ordinances 127-98 and 128-98).

ORDINANCE 699-19

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING A PORTION OF MULTIPLE ARTICLES IN THE QUEEN CREEK TOWN ZONING ORDINANCE, AS DESCRIBED IN EXHIBIT A ATTACHED HERETO AND IN ACCORDANCE WITH PLANNING CASE P19-0036.

WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

WHEREAS, Article 3, **ZONING PROCEDURES**, Section 3.4 **AMENDMENT AND REZONING**, establishes the authority and procedures for amending the Zoning Ordinance; and

WHEREAS, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on April 10, 2019; and

WHEREAS, the Planning and Zoning Commission voted 6-0 in favor of this rezoning and text amendment case;

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

Section 1. The Queen Creek Zoning Ordinance, is amended as set forth and referenced to as "Exhibit A", and incorporated herein;

Section 2. If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Zoning Ordinance is for any reason held invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 1st day of May 2019.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

Attachment: Ordinance 699-19 - General Cleanup (Ordinance Nos. 696-19, 697-19, 698-19, 699-19, 699-19, ZONING ORDINANCE TEXT AMENDMENTS)

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright PLLC
Attorneys for the Town

Attachment: Ordinance 699-19 - General Cleanup (Ordinance Nos. 696-19, 697-19, 698-19, 699-19, ZONING ORDINANCE TEXT AMENDMENTS)

EXHIBIT A ZONING ORDINANCE TEXT AMENDMENTS: ADD, DELETE, AND EDIT LANGUAGE THROUGHOUT THE ZONING ORDINANCE

Article 1, Section 1.14

LOT WIDTH. For rectangular lots, lots having side lot lines not parallel, and lots on the outside of the curve of a street, the distance between side lot lines measured at the required minimum front yard setback line on a line parallel to the street or street chord; and for lots on the inside of the curve of a street, the distance between side lot lines measured 30 feet behind the required minimum front yard setback line on a line parallel to the street or street chord.

LOT COVERAGE. The area of land which is covered by a building on a particular site. Lot coverage shall be the percentage of net lot area which is covered by the gross floor area of the first floor. For all residential purposes, this should include covered porches and patios, detached garages, accessory dwelling units, and all other accessory buildings or structures that require a building permit and / or are larger than ~~120~~ 200 square feet.

Article 3, Section 3.6.5 (e) 2-6

~~Inclusion of property categories - Signage~~ in Article 7, Section 7.5, Subsections 3 through 5, may only be included in, or excluded from, a specific-model home complex as approved by the Town, ~~depending on the circumstances and specific location.~~

Article 4, Section 4.7-3

Table 4.7-3: Dimensional Standards

(A) Zoning District	(B) Minimum Area (Sq. Feet or Acres)	(C) Minimum Width (Feet)	(D) Minimum Depth (Feet)	(E) Maximum Lot Coverage	(F) Maximum Height (Feet)	(G) Minimum Front Yard	(H) Minimum Side Setback	(I) Minimum Rear Setback
Residential Zoning Districts								
A-1	10 acres	300	--	10	30	60	30	60
R1-190	190,000	300	--	10	30	60	30	60
R1-145	145,054	200	--	10	30	50	30	50
R1-108	108,900	200	--	20	30	40	30	40
R1-54	54,450 sf	100	--	20	30	40	20	40
R1-43	43,560 sf	145	--	25	30	40	20	40
R1-35	35,000 sf	145	--	25	30	40	20	40
R1-18	18,000 sf	120	150	35	30	20 ⁽⁹⁾	10	30
R1-15	15,000 sf	115	130	35	30	20 ⁽⁹⁾	10	25
R1-12	12,000 sf	100	120	35 ⁽⁴⁾	30	20 ⁽⁹⁾	10	25
R1-9	9,000 sf	90	100	40 ⁽⁴⁾	30	20 ⁽⁹⁾	5 ⁽³⁾	25
R1-8*	8,000 sf	80	--	40 ⁽⁴⁾	30	20 ⁽⁹⁾	7	25
R1-7	7,000 sf	70	100	40 ⁽⁴⁾	30	20 ⁽⁹⁾	5 ⁽³⁾	25
R1-6*	6,000 sf	60	--	40 ⁽⁴⁾	30	20 ⁽⁹⁾	5	25
R1-5	5,000 sf	50	100	50 ⁽⁷⁾	30	20 ⁽⁹⁾	5 ⁽⁶⁾	20 ⁽¹⁰⁾
R1-4	4,000 sf	40	100	50 ⁽⁸⁾	30	20 ⁽⁹⁾	5 ⁽⁶⁾	15 ⁽¹¹⁾
MDR (up to 14 du/ac)	--	--	--	60**	36	10	5 ⁶	10
HDR* (up to 25)	--	--	--	60**	40	10	5 ⁶	10
Non-Residential Zoning Districts								

Attachment: Ordinance 699-19 - General Cleanup (Ordinance Nos. 696-19, 697-19, 698-19, 699-19, 699-19, 699-19, ZONING ORDINANCE TEXT AMENDMENTS)

(A) Zoning District	(B) Minimum Area (Sq. Feet or Acres)	(C) Minimum Width (Feet)	(D) Minimum Depth (Feet)	(E) Maximum Lot Coverage	(F) Maximum Height (Feet)	(G) Minimum Front Yard	(H) Minimum Side Setback	(I) Minimum Rear Setback
NC	--	50	100	75	30	--	10	5
DC	--	--	--	100	55,30(1)	--	0(2)	0(13)
MU	--	--	--	80	90	(5)	(5)	(5)
AT	--	(5)	(5)	(5)	(5)	(5)	(5)	(5)
C-1	--	50	100	60	30	--	5(2)	0(2)
C-2	--	50	100	60	48	--	0(2)	15(2)
C-3	--	--	--	80	(5)	(5)	(5)	(5)
EMP-A	--	100	150	80	48	--	0(2)	15
EMP-B	--	100	150	80	48	--	0(2)	25
PRC	--	--	--	--	48	60	30	60
P/OP	--	--	--	100	30(1)	--	0(2)	15

Article 6, Section 6.2.A3

3. Where permitted, stables used for the keeping of agricultural animals shall be located behind the front face plane of the principal building or structure. Stables shall be set back a minimum of five feet (5') from the rear property and five feet (5') from the side property lines. Stables shall not exceed the height regulations of the zoning district in which they are located. Where allowed to be located within the setbacks, stable height shall not exceed fifteen feet (15'). Any detached structure ~~two-hundred (200) one-hundred twenty (-120)~~-square feet or larger is required to obtain a building permit as established in Section 3.2 of this Ordinance.

Article 6, Section 6.1 D

~~3. Detached accessory dwelling units shall be connected to the primary structure's utilities and meter, subject to the exceptions set forth in subsection 4 hereto;
4. Detached accessory dwelling units shall be connected to the primary structure's central sewer connection, however, a separate septic system may be allowed;~~

Non-conforming scrivener's errors

B. *Non-conformities under Prior Ordinance.* Any legal non-conformity under the previous Zoning Ordinance also will be a legal non-conformity under this Ordinance, so long as the condition that resulted in the legal non-conforming status under the previous Ordinance continues to exist. If a legal non-conformity under the previous Ordinance becomes conforming because of the adoption of this Ordinance, then said use or structure will no longer be considered non-conformity.

Article 2, Section 2.1.A5.7

7. To render determinations regarding the existence, expansion, or modification of non-conforming uses; and,

Article 2, Section 2.6.E.6

6. Making Lots or Setbacks Non-conforming. To reduce or diminish any lot area so that the setbacks or open spaces shall be smaller than prescribed by this Ordinance;

Article 2, Section 2.7.E.1.(a)-(c)

1. A legal non-conforming sign may not be altered in any manner not in conformance with this Ordinance; however, such sign(s) shall be maintained as required by this Section and may be reasonably repaired as determined by the Administrator.

Attachment: Ordinance 699-19 - General Cleanup (Ordinance Nos. 696-19, 697-19, 698-19, 699-19, 699-19, 699-19, ZONING ORDINANCE TEXT AMENDMENTS)

- a. Notwithstanding any provisions to the contrary contained herein, a legal non-conforming sign may be utilized in perpetuity as noted herein.
- b. Whenever the use of given building or premises changes to another use allowed in the respective zoning district, all non-conforming signs on the building and/or premises shall be modified to bring them into conformance with these regulations.
- c. Upon adoption of this Ordinance, any signs not enjoying legal non-conforming status shall be removed from display within six (6) months.

Article 3, Section 3.2.C.2

2. Exceptions. The provisions of the preceding paragraph shall not apply to any legal non-conforming use established in accordance with the provisions of Section 2.7 of this Ordinance.

Article 3, Section 3.5.D.1

1. Any use that the Town Council may permit as a Conditional Use, existing at the time this Ordinance or amendments thereto become effective, shall be considered a non-conforming use unless such use has been established as a Conditional Use as herein provided.

Article 5, Section 5.6.5.c

- c. A written agreement between the owners and lessees is executed for a minimum of twenty years, approved by the Planning Administrator, recorded with title to the land, and a copy maintained in the project file. Should the lease expire or otherwise terminate, the use for which the off-site parking was provided shall be considered non-conforming and any and all approvals, including Conditional Use Permits, shall be subject to revocation. Continuation or expansion of the use shall be prohibited unless the use is brought into compliance with the parking regulations of this Ordinance.

Article 6, Section 6.10.I.2

2. No medical marijuana operation or use which purports to have cultivated or dispensed medical marijuana prior to the enactment of this Ordinance shall be deemed to have been a legally established use under the provisions of this Ordinance and such medical marijuana operation and use shall not be entitled to claim legal non-conforming status.

Article 7, Section 7.2.C.1-4

C. Non-conforming Signs.

1. Definition of Legal Non-conforming Signs. Legal non-conforming signs shall mean a sign (or signs) which lawfully exist at the time of the enactment of this Ordinance, and which does not conform to the regulations as specified herein for the zone in which said sign is located. A legal non-conforming sign may not be altered in any manner not in conformance with this Ordinance; however, such sign(s) shall be maintained as required by this Section and may be reasonably repaired as determined by the Planning Administrator.
2. Not with standing any provisions to the contrary contained herein, a legal non-conforming sign may be utilized in perpetuity as noted herein.
3. Whenever the use of given building or premises changes to another use allowed in the respective zoning district, all non-conforming signs on the building and / or premises shall be modified to bring them into conformance with these regulations.
4. Removal of Non-conforming Signs. Upon adoption of this Ordinance, any signs not enjoying legal non-conforming status shall be removed from display within six (6) months.

Requesting Department:
Development Services



TO: Honorable Mayor and Town Council

THRU: John Kross, Town Manager, ICMA-CM

FROM: Brett Burningham, Development Services Director
Erik Swanson, Principal Planner
Kyle Barichello, Planner II

RE: Public Hearing and Possible Action on Ordinances 696-19, 697-19, 698-19, 699-19, P19-0036 ZONING ORDINANCE TEXT AMENDMENTS, a request for Zoning Ordinance Text Amendments addressing Industrial Design Guidelines, Conditional Use Permits, Administrative Review for Site Plans, and general code corrections.

DATE: May 1, 2019

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of P19-0036 ZONING ORDINANCE TEXT AMENDMENTS at its regular meeting on April 10, 2019 with a vote of 6-0.

PROPOSED MOTION

Move to approve Ordinance numbers 696-19, 697-19, 698-19, and 699-19 in case P19-0036 ZONING ORDINANCE TEXT AMENDMENTS.

RELEVANT COUNCIL GOAL



Effective Government

SUMMARY

Planning Staff is proposing a series of Zoning Ordinance Text Amendments based on direction provided by the Town Council, changes in State law, and to make the Zoning Ordinance a more efficient tool for development in the Town. The amendments provided below are the first in a series that will be presented to the Council throughout the year.

Attachment: Zoning Ordinance Text Amendments_TC_memo_5-1-19 (Ordinance Nos. 696-19, 697-19, 698-19, 699-19, ZONING ORDINANCE

This first round of amendments include the creation of Industrial Design Guidelines, modifications in the application and hearing process of Conditional Use Permits, increasing the size of parcels allowed for site plan administrative review by Planning Staff from five (5) net acres up to ten (10) net acres, and general clean-up items due to scrivener's errors.

AMENDMENTS

Industrial Design Guidelines

The Industrial Design Guidelines proposed ensure that development occurs in an orderly fashion and is consistent with the high-level of design that is provided throughout all development types within the Town. Currently the Town has design standards for single and multi-family residential, and commercial development. The proposed guidelines provide a general foundation of how industrial development should occur. Components included with this text amendment consist of defining architectural design, site layout for safe and efficient vehicular circulation, screening of storage areas from public view and mechanical equipment, and ensuring a safe pedestrian environment.

In working with Economic Development, Planning Staff circulated the proposed design guidelines for review and to receive feedback with the development community. The design guidelines were provided for commentary to seven developers within the industrial community, and five land-use attorneys. Staff has received comments from three developers, and one attorney. Comments were supportive of the design guidelines, however, provided suggestions addressing the differences between flex industrial, manufacturing, and distribution/warehouse developments, seeking understanding that application of design standards should be based on the type of development. Planning Staff has provided these guidelines as a prescriptive measure in ensuring quality development standards versus a descriptive approach. Planning Staff has reviewed the comments and provided changes based on input received.

Conditional Use Permits

The Town Council is cognizant that the zoning and building permit approval timeline are important factors when developers consider constructing within the Town. To this end, as part of the Council's recent strategic planning efforts, Town Council directed Planning Staff to examine areas where timelines may be reduced to encourage growth and to provide services to the community more expeditiously. The amendment delegates the review of drive-thru restaurants and banks within the C-1, C-2, and C-3 zoning districts for staff review. Currently, the Zoning Ordinance allows these types of uses within all commercial zoning districts with Conditional Use Permits, where the CUP is used as a means to ensure requests can be further examined to guarantee compatibility with the surrounding community. The Zoning Ordinance currently requires that all drive-thru uses (termed as "in-service vehicle uses") meet a number of design criteria including: drive aisle width, the location of menu boards, the amount of vehicular stacking, etc. as a means to ensure the proposed use is compatible with the surrounding area. All requirements addressing design and integration of drive-thrus within the broader context of commercial centers and adjacent uses as outlined in the Zoning Ordinance will remain. This amendment will not affect quick lube, carwashes, fuel stations, liquor stores, and similar uses, as Conditional Use Permits will remain a requirement.

Site Plan Review Size Requirements

This amendment is proposed at the direction of Town Council to provide additional opportunities to expedite development processes. The proposed amendment will allow site plans up to ten (10) net acres in size to be reviewed and approved administratively by Planning Staff; the current Zoning Ordinance allows for administrative review and approval by Planning Staff for sites up to five (5) acres in area. It is important to note that language exists within the code that allows the Council to require a site plan to be reviewed and approved by the Council within twenty (20) calendar days of final approval in the event additional considerations are necessary. Planning Staff is recommending the review timeframe be reduced to ten (10) calendar days. No changes to design standards and requirements are proposed.

Text Clean-up

A variety of clean-up items are proposed addressing definitions, adding clarifying language, fixing scrivener's errors, and amending the code where above code requirements are being modified. Planning Staff is also recommending modifications to the Permitted Use Table reflecting a combination of prior scrivener's errors as well as expanding on permitted uses within a particular zoning district. Below are a number of textual modifications.

Article 1, Sections 1.14: Definitions

- Clarify, add, and delete language relating to definitions

Article 3, Sections 3.6.5. (e).2-6: Temporary Use

- Add clarifying language to paragraph

Article 4, Sections 4.7-3: Dimensional Standards Table

- Revise "Note" reference to clarify buffer standards

Article 6, Section 6.2.A.3: Animal Regulations

- Fix scrivener's error by removing incorrect language

Article 6, Sections 6.C: Accessory Buildings and Uses

- Fix scrivener's error by removing incorrect language

Other

- Clarify "nonconforming" vs. "non-conforming" for language search consistency

RECOMMENDATION

The Planning Commission discussed the text amendments at their regular meeting on April 10, 2019. During the meeting, the Commission had positive comments regarding the proposed text amendments specifically regarding increasing the site area for administrative site plan review, and allowing drive-thru restaurants to be reviewed administratively.

The Planning Commission recommended approval with a vote of 6-0 (Commissioner Sossaman was absent for the vote).

ATTACHMENTS

1. Ordinance 696-19, Industrial Design Guidelines with recommended modifications
2. Ordinance 697-19, Zoning Code Text Amendment addressing Article 3, Section 3.3.D *Approval Procedures*
3. Ordinance 698-19, Updated Article 4, Table 4.6-1 *Permitted Uses*
4. Ordinance 699-19, Zoning Code Text Amendments addressing general cleanup items



Requesting Department

Town Manager

TO: HONORABLE MAYOR AND TOWN COUNCIL

FROM: JOHN KROSS, TOWN MANAGER, ICMA-CM , COUNCIL BUDGET COMMITTEE AND SCOTT MCCARTY, FINANCE DIRECTOR

RE: Consideration and possible action on the Town's FY 2019/20 Tentative Budget of \$452.7 million. In addition, set the public hearing for May 15, 2019 for both the Final Budget and the Truth in Taxation per requirements under Arizona State statues.

DATE: May 1, 2019

Council Budget Committee Recommendation:

The Town Council Budget Committee approved the Town Manager's FY 2019/20 Recommended Budget of \$452.7 million.

Budget Committee Approval:

The Town Council Budget Committee considered the Town Manager's FY 2019/20 Recommended Budget on April 4, 2019, hearing from the Town Manager, Finance Director, department heads and other staff. By a vote of 2-1, the Budget Committee approved the Town Manager's Recommended Budget of \$452.7 million. The FY2019/20 Budget is now presented for full Council consideration.

Note: Since the Budget Committee recommendation, members of the Town Council have contacted the Town Manager requesting alternatives to the Fire Resource and Skills Center Building. Options for that building are being reviewed and the implications to the Fire Impact Fees need to be evaluated for each option. This information will be sent out separately once complete.

Proposed Motion:

Motion to approve the Town's FY 2019/20 Tentative Budget at \$452.7 million and set the public hearing for both the FY 2019/20 Final Budget as well as the Truth in Taxation requirement for primary property taxes under Arizona State statues. Such hearings to occur on May 15, 2019 at 7 p.m. in the Town Council Chambers.

Relevant Council Goals:



Effective Government



Superior Infrastructure - Capital Improvement Program



Safe Community - Public Safety

Discussion:

The budget is one of the most significant policy documents considered by the Town Council. The FY 2019/20 Tentative Budget is balanced and allocates resources consistent with the needs of a growing community. It was developed in accordance with the Council's strategic priorities identified in the Corporate Strategic Plan. Queen Creek is the fastest growing community in Arizona since 2010. The FY 2019/20 budget allocates resources to best meet the needs of our growing community.

The Tentative Budget totals \$452.7 million. Consistent with the needs of our growing community and the Council's priorities, the budget includes increases for new streets, public safety facilities and vehicles, as well as water and wastewater infrastructure and the possible acquisition of water rights.

The Capital Improvements (CIP) budget totals \$239.9 million and comprises 53% of the budget. It is an increase of \$61 million over the prior year adopted budget. This increase is mostly attributed to new roads, which total approximately \$122 million in the FY 2019/20 Tentative Budget. This is a part of the ongoing 10-year roads program, and includes \$18 million for roadways outside of Town boundaries.

GUIDING PRINCIPLES AND KEY ISSUES

The following guiding principles and key issues shaped the FY 2019/20 budget:

- Prioritization of Resources. The Tentative Budget uses the corporate strategic plan to prioritize its allocation of resources. Guidance to the organization is found within our strategic priorities adopted by the Town Council as follows:
 - o Effective Government
 - o Safe Community
 - o Secure Future
 - o Superior Infrastructure
 - o Quality Lifestyle
- The Economy. The national and State of Arizona's economies remain strong and will result in increased revenues.
- Population Growth and Commercial Investment. The Town has seen significant residential and commercial growth in the last several years, inclusive of annexations. We expect that growth to continue. Developing plans to deal with

an increasing residential and business population is critical to ensure both operational and infrastructure needs are met.

- Maintain a Balanced Five-Year Operating Budget. The five-year plan remains balanced, reflecting increased revenues and expenses based on population growth and new commercial development.

BUDGET HIGHLIGHTS

Following are the highlights of the FY 2019/20 Budget.

- Unfunded Pension Liability. As compared to other more mature communities, we believe Queen Creek has a unique opportunity to address this outstanding liability now, when our options for doing so are greatest. As a result, the Town has a policy to fund its unfunded pension liabilities. The FY 2019/20 Budget allocates resources to continue to reduce these liabilities. The Town's net unfunded pension liabilities total about \$10 million, \$37 million in liabilities less \$27 million in reserves.
- Central Arizona Groundwater Replenishment District Credits. The Town Council revised its policy to more aggressively allocate these credits. This acceleration is possible because of the acquisition of 175,000 acre feet of groundwater extinguishment credits. This acceleration will save property owners an aggregate of \$1 million in FY 19-20 as compared to 2017, before the credit use policy was initiated.
- Acquisition of Water Rights. Ensuring the Town has adequate water resources is a top priority of the Town Council. As a result, \$50 million is included in the FY 2019/20 Budget for the potential acquisition of water rights.
- Water and Wastewater Reserves. Operating reserves and repair and replacement reserves will be increased to improve cash liquidity and rate stability.
- Wastewater Rate Reduction. Based on a rate review, rates will be modified to generate 10% less revenue.
- Comprehensive Capital Improvement Plan (CIP). As a growing community, the need for new infrastructure for transportation, water, and wastewater is a priority. Resources are budgeted to build such infrastructure, as well as continue planning for future infrastructure needs. Contingency allocations have been included to ensure we have the authority to meet the dynamic environment's infrastructure needs. The FY 2019/20 Budget acknowledges the critical nexus infrastructure plays in increasing opportunities for private sector investment within the community.
- Maintain Quality of Streets. Resources have been increased for routine maintenance and repair as a result of new streets being added to the system. A robust pavement management program continues to be funded.

- Additional Staffing. Based on 5-year staffing plans submitted by each department, the FY 2019/20 Budget includes resources for an additional 8.0 FTEs, which represents a 3% increase in staffing. All of these positions are needed to maintain existing service levels. These staffing increases are strategic and tied directly to the needs of the growing community. None of the staffing increases represents new programs or services. Positions are being added to street maintenance, fleet, engineering, water system maintenance, and fire prevention.
- Employee Compensation. Resources have been allocated to fund employee merit and market increases consistent with the 2014 Town Council adopted compensation plan and the fire step program.
- Healthcare Costs. The Town has a very active wellness program, which is a positive factor in addressing healthcare costs for both the Town and our employees. The FY 2019/20 Budget includes a 4% increase in major medical premiums on the employer side. When taken into context over a five year cycle, the increase in premiums is recommended to be absorbed by the organization; therefore, there is no change in individual employee premiums.

TENTATIVE BUDGET

The purpose of the Tentative Budget is to establish the maximum budget, or budget ceiling, for the next fiscal year. Approving the Tentative Budget is the required first step by law. Once the Tentative Budget is approved, the Final Budget can go no higher; however, the Final Budget can be reduced or re-allocated between programs and/or funds.

As part of approving the Tentative Budget, the Town Council also approves the time and place for conducting the public hearing on the Town's Final Budget. The public hearing and final action on the Town's FY 2019/20 Final Budget is scheduled for the Town Council meeting on May 15, 2019. In addition, the Town Council will conduct a public hearing that evening on the Truth in Taxation requirement for primary property taxes. This item is discussed later in this report.

Adoption of the Final Budget on May 15, 2019 is predicated on the Town Council approving the Tentative Budget on May 1, 2019. The legal posting requirements to adopt the Final Budget on this timeline must begin on May 2 with submittal of the required newspaper budget advertisement.

PRIMARY PROPERTY TAXES (TRUTH IN TAXATION REQUIREMENTS)

For FY 2019/20, primary property taxes are estimated to be \$8.3 million. The primary property tax is dedicated to fund Public Safety, and funds 41% of the Public Safety Budget of \$20.2M. The public safety budget includes the Queen Creek Fire and Medical Department and Law Enforcement Services via contract with the Maricopa County Sheriff's Office.

The Tentative Budget includes a \$1.95 primary property tax levy rate. However, even though the tax rate remains unchanged at \$1.95 per \$100 of assessed value, the appreciation of property values (exclusive of the increase as a result of new construction) results in more revenue and triggers the “Truth in Taxation” requirements in State law. As a result, the Town is required to publish a prescribed notice and have a public hearing in anticipation of the Town Council accepting the increase in revenues. As indicated, the Town Council will be conducting a public hearing on these requirements as part of the May 15 Council meeting. Required notices are scheduled for publication to meet this deadline.

Fiscal Impact:

The Tentative Budget for FY 2019/20 totals \$452.7 million. The required Auditor General Schedules, which provide all the allocations by fund, are included as Attachment 2 of this staff report.

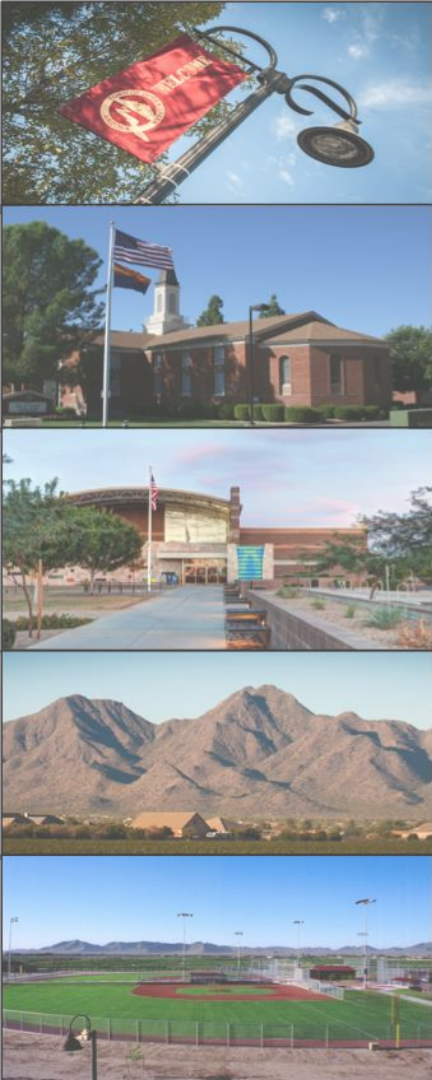
Alternatives:

The Town Council can modify the Tentative Budget in any manner prior to adoption. The Town Council could delay adoption of the Tentative Budget until the May 15, 2019 Town Council meeting, with the public hearing and Final Budget adoption then occurring on June 5, 2019. If this were the case, consideration of the tax levy could not occur until the July 17 meeting. While such dates would still allow the Town to meet county and state deadlines for tax levies, revised legal notices will need to be submitted in order to meet the Truth in Taxation calendar requirements.

Attachment(s):

1. Presentation entitled “FY 2019/20 Tentative Budget”
2. Required State Budget Forms (Schedules A-G)
3. FY 19-20 Budget Memo

Resource Building Skills Center Options White Paper



FY 2019-20 TENTATIVE BUDGET ADOPTION

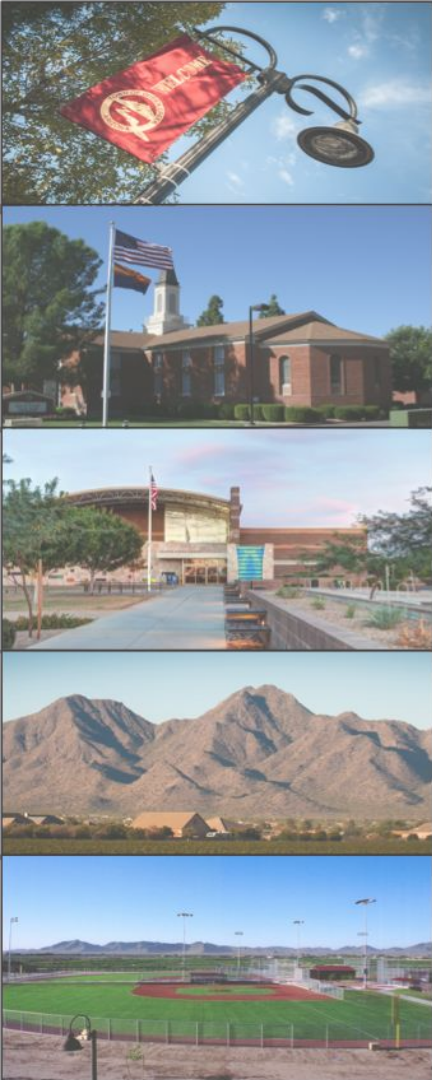
Town Council Meeting

May 1, 2019

A BUDGET . . .

- Identifies Financial Goals
- Is A Spending Plan
- Is A Communication Tool
- Is A Policy Document

THE TOWN'S VISION



ROLES AND RESPONSIBILITIES



Staff

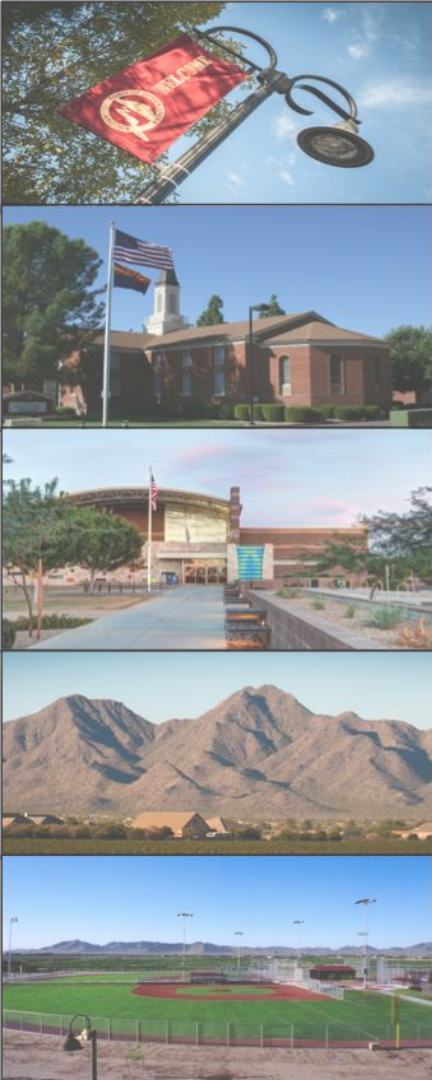
- Prepare Estimates
- Identify Policy Issues
- Prepare Town Manager's Recommended Budget

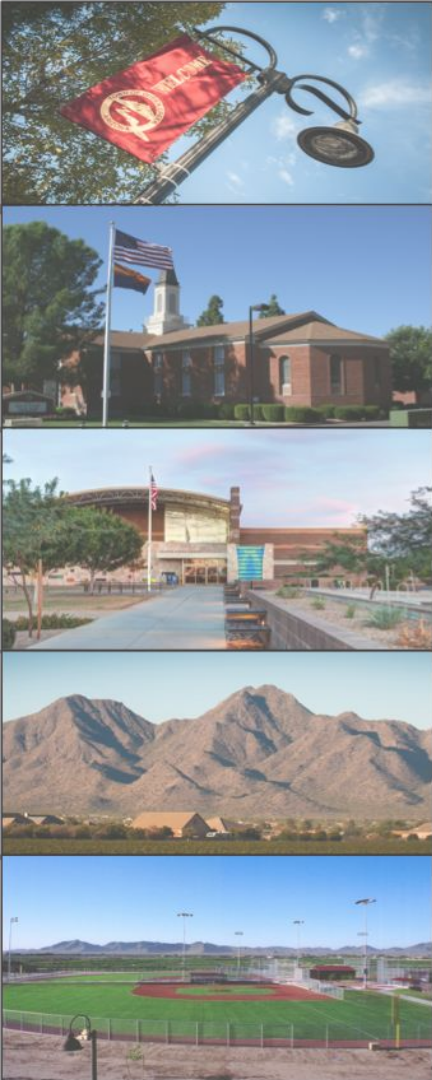
Town Council

- Make Policy Decisions
- Adopts Tentative and Final Budget

GUIDING PRINCIPLES

- Maintain a Structurally Sound Budget by Using Long-Term Projections
- Address the Needs of a Growing Community
 - Maintain Operating Service Levels
 - Build New Infrastructure



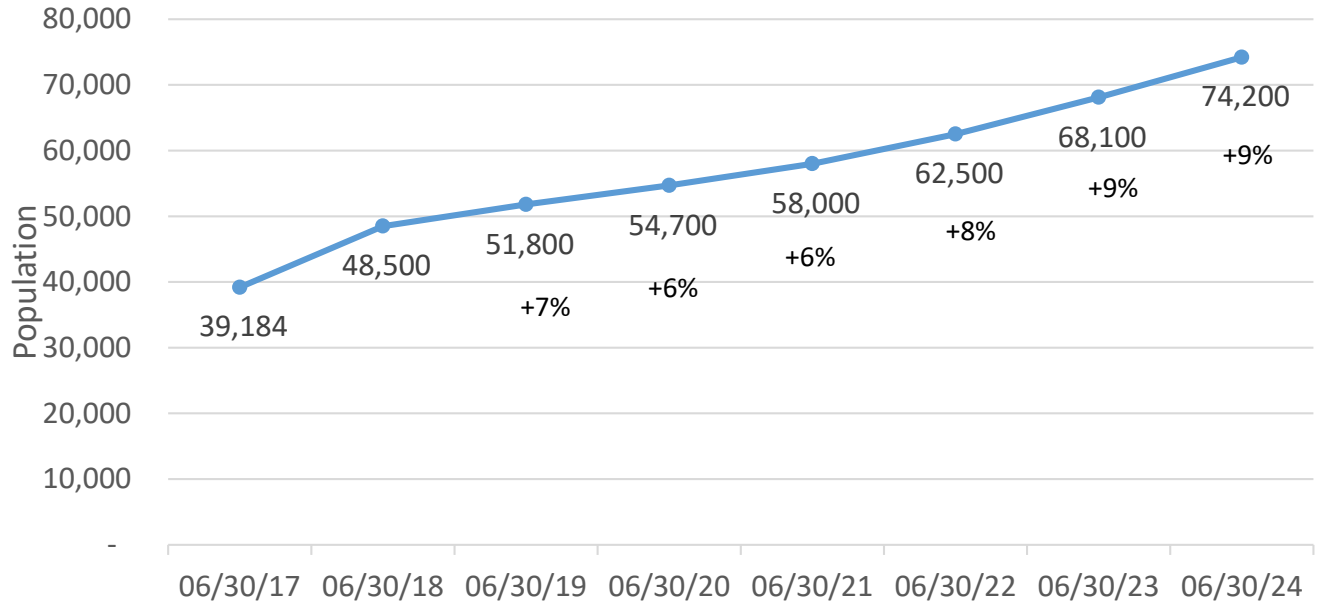


GROWTH PROJECTIONS

5-YEAR POPULATION PROJECTION

43% Population Increase in 5 Years (+22K)

Build Out Population: 110K

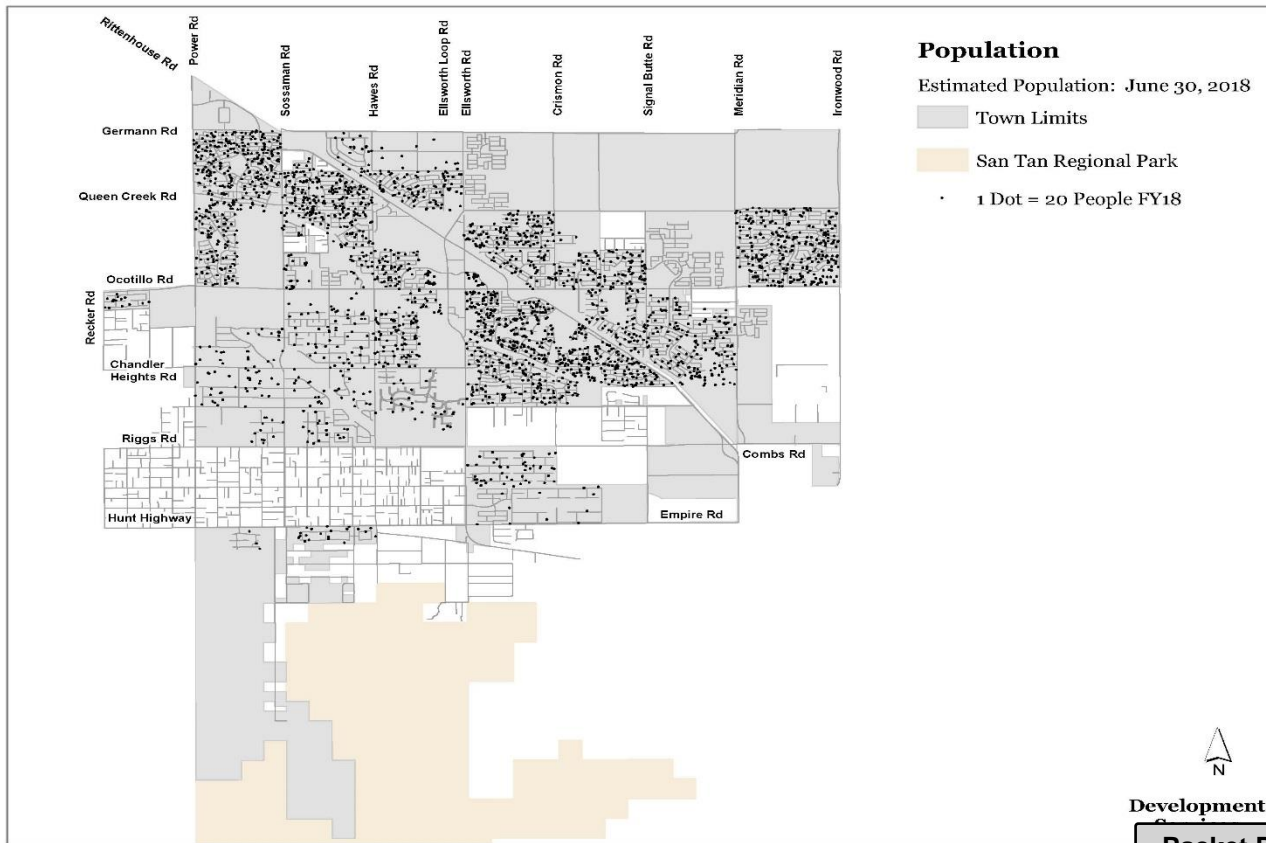
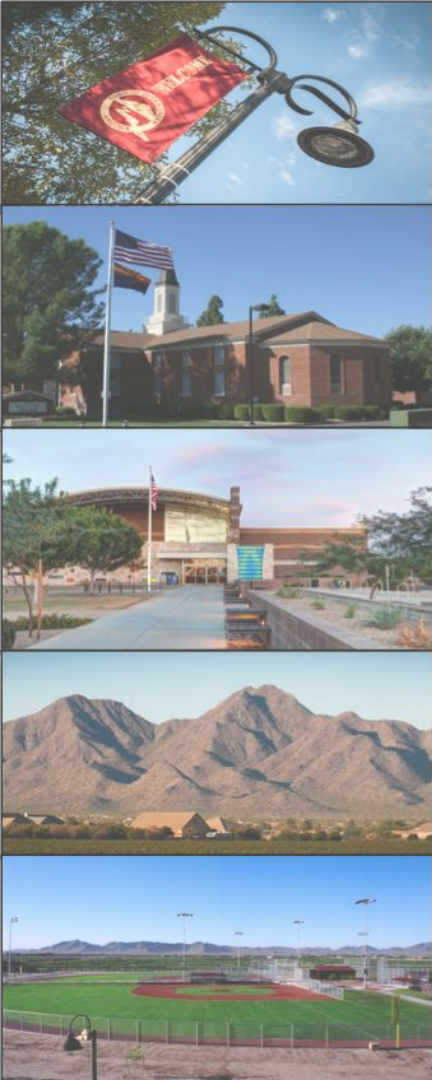


6/30/17 Adjusted to match Census estimates for State Shared Revenues

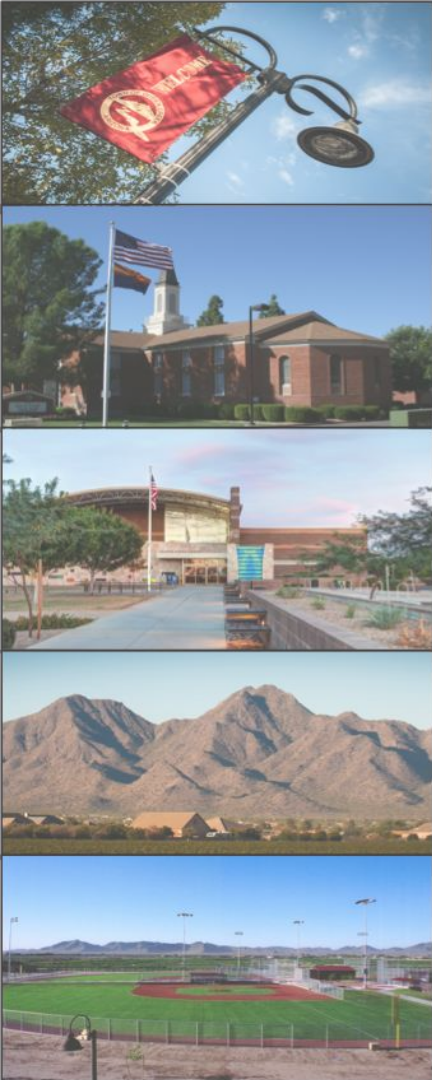
6/30/18 Includes Recent Ironwood Annexation, +5K

Attachment: 1. Presentation entitled "FY 2019/20 Tentative

POPULATION DENSITY 6/30/18: 48.5K

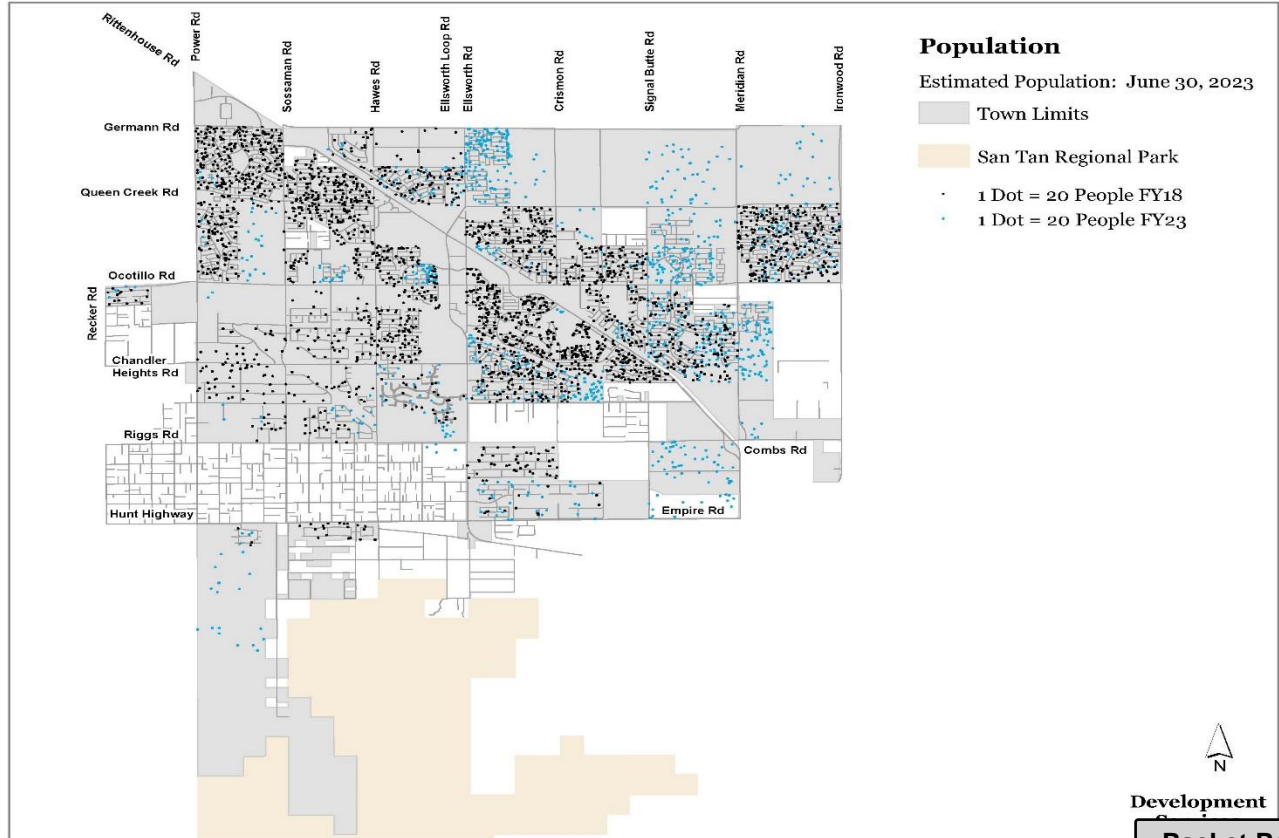


Attachment: 1. Presentation entitled "FY 2019/20 Tentative

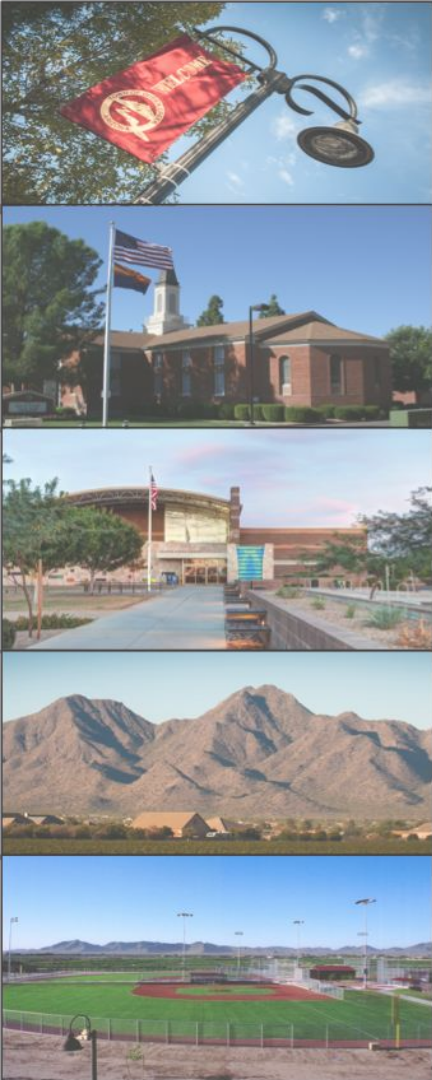


POPULATION DENSITY 6/30/2024: 74.2K

13.A.a



Attachment: 1. Presentation entitled "FY 2019/20 Tentative"



FINANCIAL POLICIES

KEY POLICIES IN PLACE

- Address Unfunded Pension Liabilities
 - Fire (Fully Funded)
 - Paid off in FY 2014/15 (\$1.5M)
 - Annual Savings: \$140K
 - MCSO (Fully Funded)
 - Reserve Amount Created at 6/30/18: \$19.3M
 - Annual Cost Reduction: \$1.7M
 - ASRS (Partially Funded)
 - Reserve at 6/30/18: \$7M
 - \$5M Utilities, \$2M Operating Budget
 - Full Funding: \$21M
 - \$5M Utilities, \$16M Operating Budget

KEY POLICIES IN PLACE

(CONTINUED)

- Annual Transportation Funding from Operating Budget: \$6.5M
- Annual Utility Funding for Public Safety/EMS: \$2.8M
- Annual Infrastructure Repair/Replacement Funding
 - IT Systems: \$325K
 - HPEC: \$100K
- Employee Compensation Indexed Annually to CPI/ECI

FY 2019-20 NEW POLICIES

Include Debt Issuances for:

- Refinancing of Groundwater Extinguishment Credits: \$50M
- New Debt Issues
 - Water Rights' Purchase Placeholder: \$50M
 - Signal Butte & Meridian Roads: \$25M

FY 2019-20 POLICIES (CONTINUED)

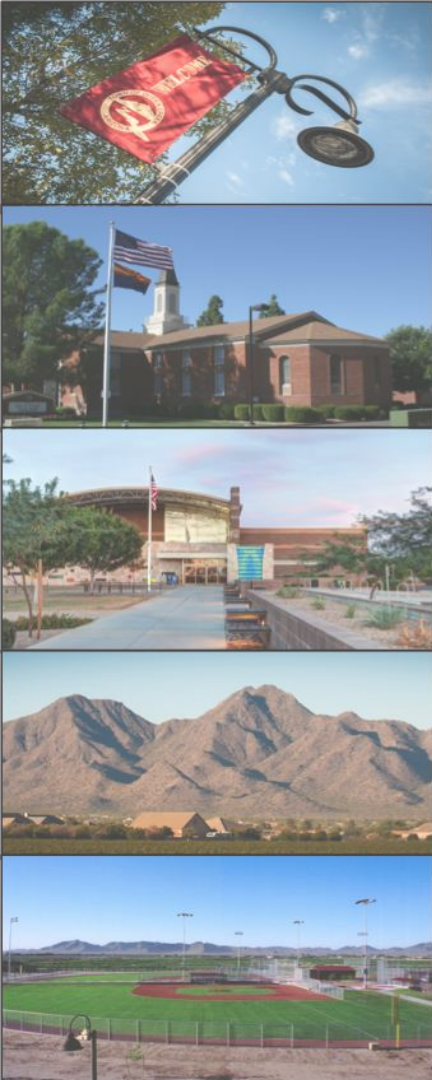
- Establish Building Systems Repair and Replacement Annual Funding: \$250K in Operating Budget
- Water Fund's Purchase of Effluent Water from Wastewater Fund
 - Enhances Water Resources Portfolio
 - \$280/AF
 - \$0.7M Expense to Water/Revenue to Wastewater

FY 2019-20 POLICIES (CONTINUED)

- CAGRD Assessment
 - Allocated Credits More Aggressively
 - Savings to Property Owners of \$1M in FY 19 20 as Compared to 2017
- Increase Water and Wastewater Reserve
 - Operating (100% of Annual Expenses)
 - Repair and Replacement (1.5x Depreciation)
- 10% Wastewater Operating Revenue / Rate Reduction

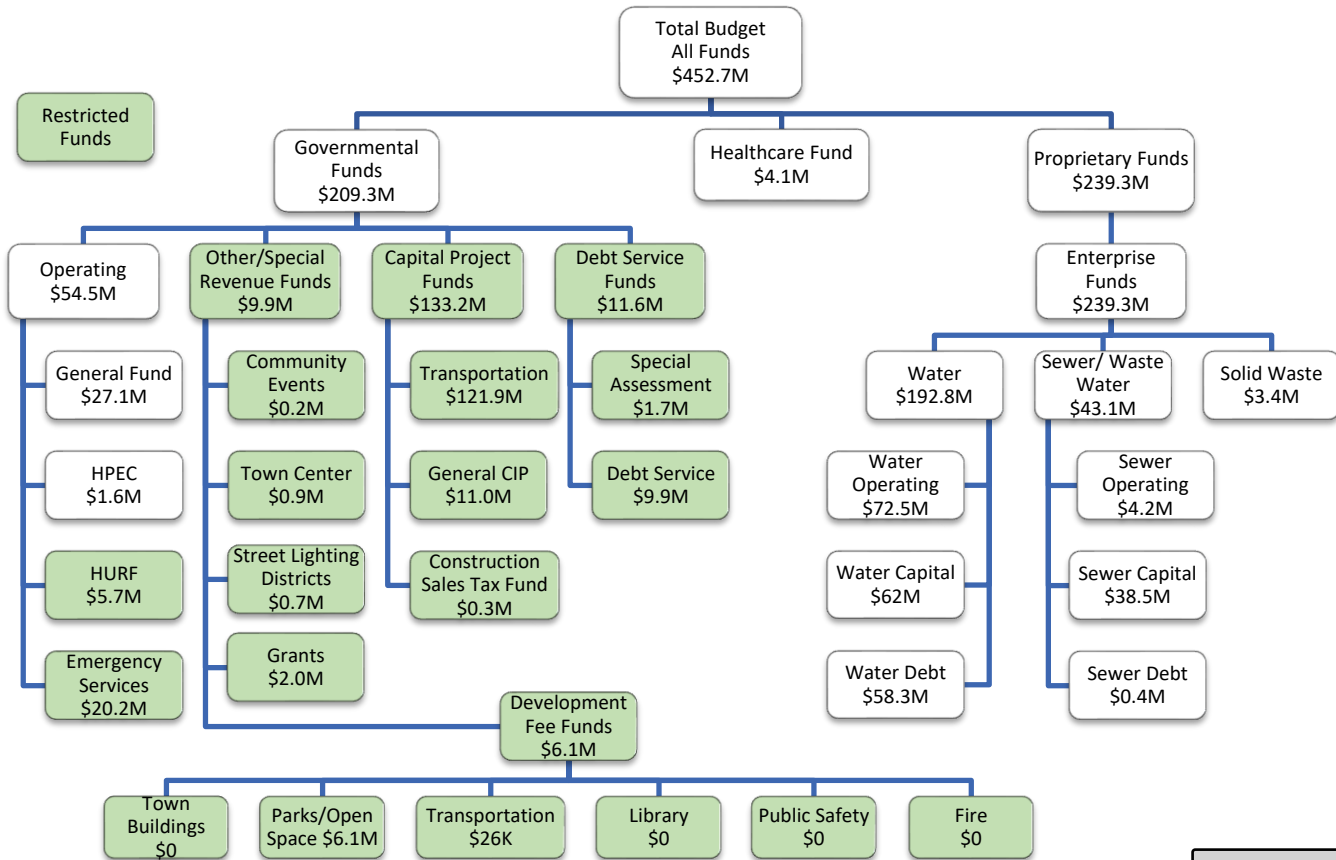
FY 2019-20 POLICIES (CONCLUDED)

- Primary Property Taxes at Maximum Amount: (\$8.3M Option C)
 - **Option A**: Same Revenue as Current Year (\$7.0M)
 - \$1.3M Less than the Maximum (Includes Ironwood Crossing)
 - **Option B**: Same Revenue as Current Year Plus New Construction (\$7.8M)
 - \$531K Less than the Maximum
 - **Option C**: Maximum Revenue (\$8.3M)
 - \$1.3M Increase Over Current Year
 - \$906K Increase From New Construction (includes Ironwood Crossing)
 - \$474K Increase From Existing Properties

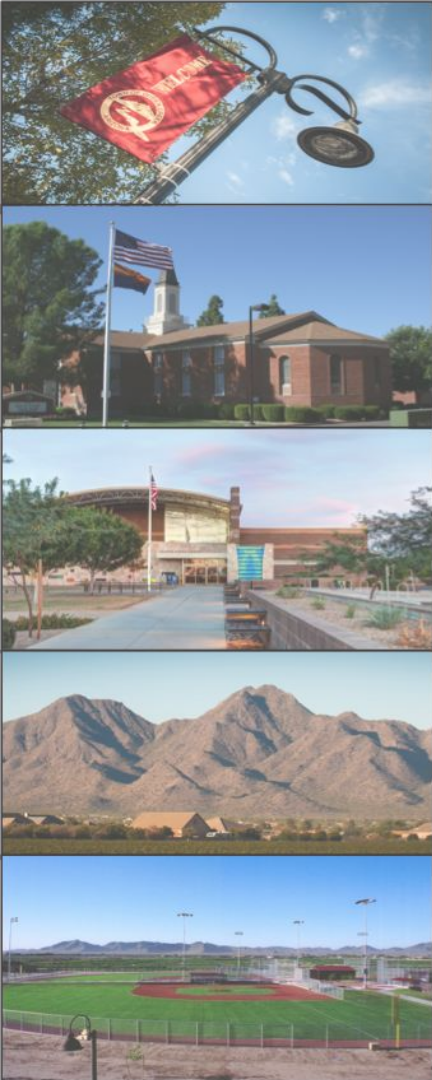


TOTAL TENTATIVE BUDGET

BUDGET/FUND STRUCTURE : \$452.7M 13.A.a



*does not include transfers - will not tie to total uses provided later in presentation



FY 19-20 TENTATIVE BUDGET

(IN MILLIONS)

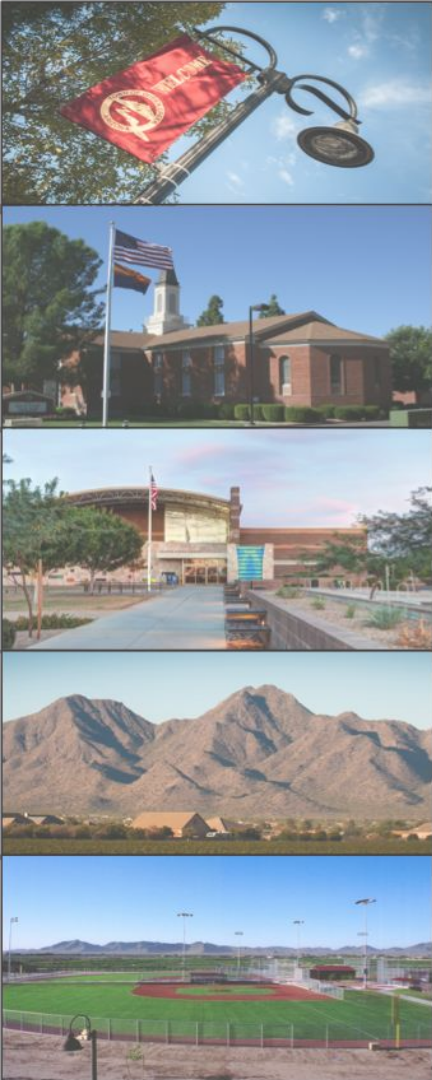
	FY 18/19 Revised	FY 19/20 Tentative	\$ Change	% Change
Total Expenses	\$350.9	\$452.7	\$101.8	29%

	FY 18/19 Revised	FY 19/20 Tentative	\$ Change	% Change
Revenues	\$221.3	\$331.5*	\$110.2	50%
Use of Fund Balance	<u>\$129.6</u>	<u>\$121.2</u>		
Total Sources	\$350.9	\$452.7		

*Bond Proceeds of \$125M are included in FY 19/20 Revenues (\$50M in Refunding, \$50M for new water rights, and \$25M for Debt related to Signal Butte and Meridian)

BUDGET SUMMARY AND COMPARISON

13.A.a



	FY 2018/19 Revised	FY 2019/20 Tentative	\$ Change from Revised
Operating Budget	\$51.1	\$54.5	\$3.4
Enterprise/Utilities	\$25.1	\$30.1	\$5.0
Water Rights	\$70.0	\$50.0	(\$20.0)
Transportation Infrastructure	\$77.8	\$122.2	\$44.4
Water Infrastructure	\$53.4	\$62.0	\$8.6
Wastewater Infrastructure	\$29.5	\$38.6	\$9.1
All Other Infrastructure	<u>\$18.0</u>	<u>\$17.1</u>	<u>(\$0.9)</u>
Subtotal - Infrastructure	\$178.7	\$239.9	\$61.2
Debt	\$18.6	\$70.4	\$51.8
All Other Funds	<u>\$7.4</u>	<u>\$7.8</u>	<u>\$0.4</u>
Total Budget	\$350.9	\$452.7	\$101.8

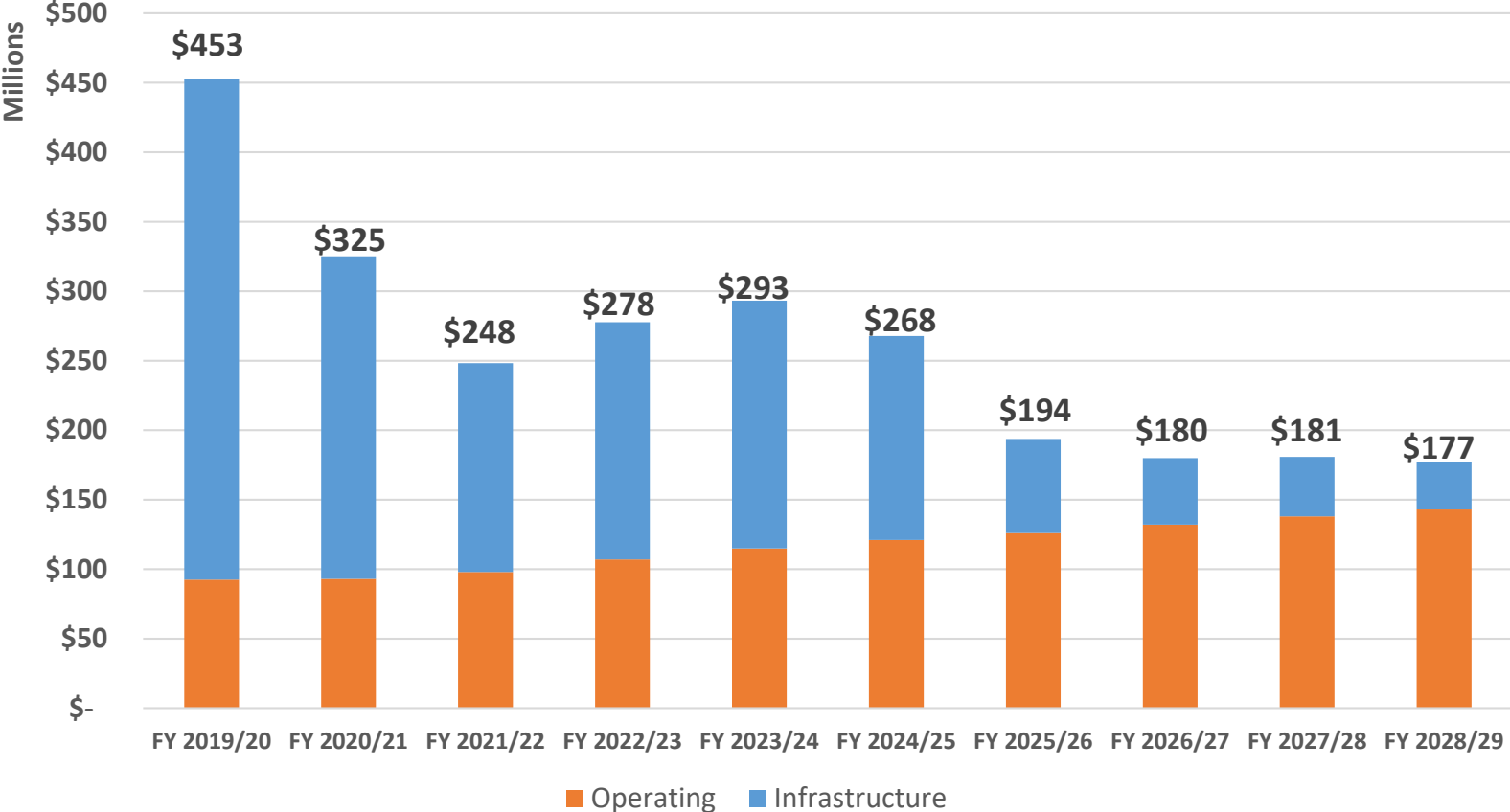
Attachment: 1. Presentation entitled "FY 2019/20 Tentative

FTE HISTORICAL SUMMARY

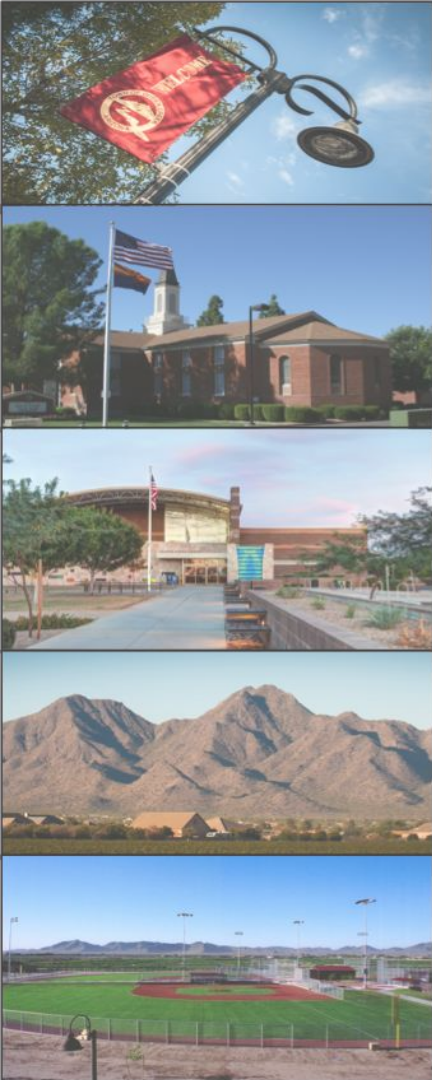
Department	FY 2014/15 Actual	FY 2015/16 Actual	FY 2016/17 Actual	FY 2017/18 Actual	FY 2018/19 Revised	FY 2019/20 Projected
Mayor & Town Council	7.00	7.00	7.00	7.00	7.00	7.00
Town Manager, Clerk, Legislative & Legal Services	7.00	7.00	8.00	8.00	8.00	8.00
Finance	7.98	11.98	17.98	22.18	30.48	30.48
Workforce & Technology	10.00	11.00	12.00	12.00	14.00	14.00
Communications, Marketing & Recreation Services	13.42	13.71	16.71	16.71	22.06	22.06
Economic Development	13.00	12.00	12.00	12.00	12.00	12.00
Development Services	25.95	26.48	25.48	25.50	25.50	26.50
Public Works	47.40	50.36	50.86	56.93	68.43	72.43
Solid Waste	3.80	4.00	4.00	4.00	4.00	4.00
Utilities	44.00	44.00	39.00	41.00	48.00	50.00
Fire & Medical	<u>36.00</u>	<u>36.00</u>	<u>51.00</u>	<u>51.00</u>	<u>63.00</u>	<u>65.00</u>
Total Full Time Equivalent	215.55	223.53	243.03	256.32	303.47	311.47
# Change from Prior Year	12.5	7.98	19.5	13.29	47.15	8
% Change from Prior Year	6%	4%	9%	5%	18%	3%
Population Growth	7%	6%	11%	21%	7%	3%

Attachment: 1. Presentation entitled "FY 2019/20 Tentative"

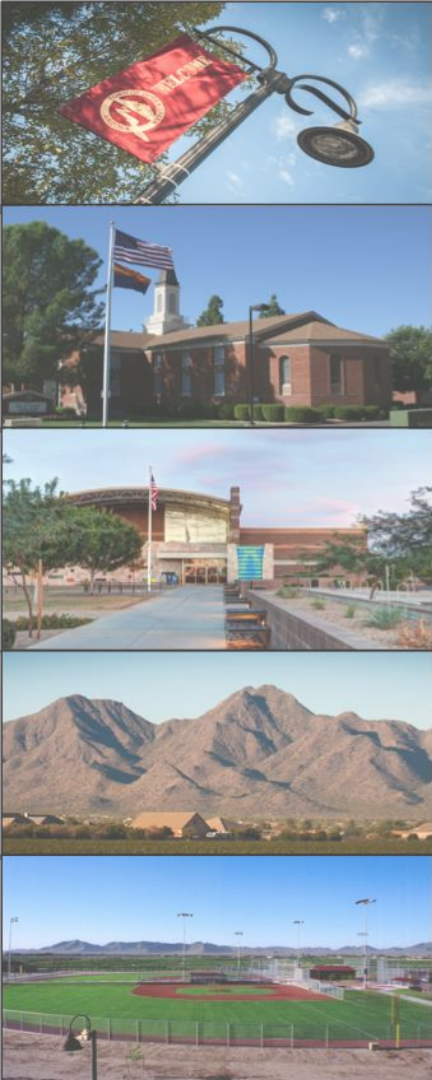
10-YEAR BUDGET PROJECTION



Attachment: 1. Presentation entitled "FY 2019/20 Tentative"



OPERATING BUDGET

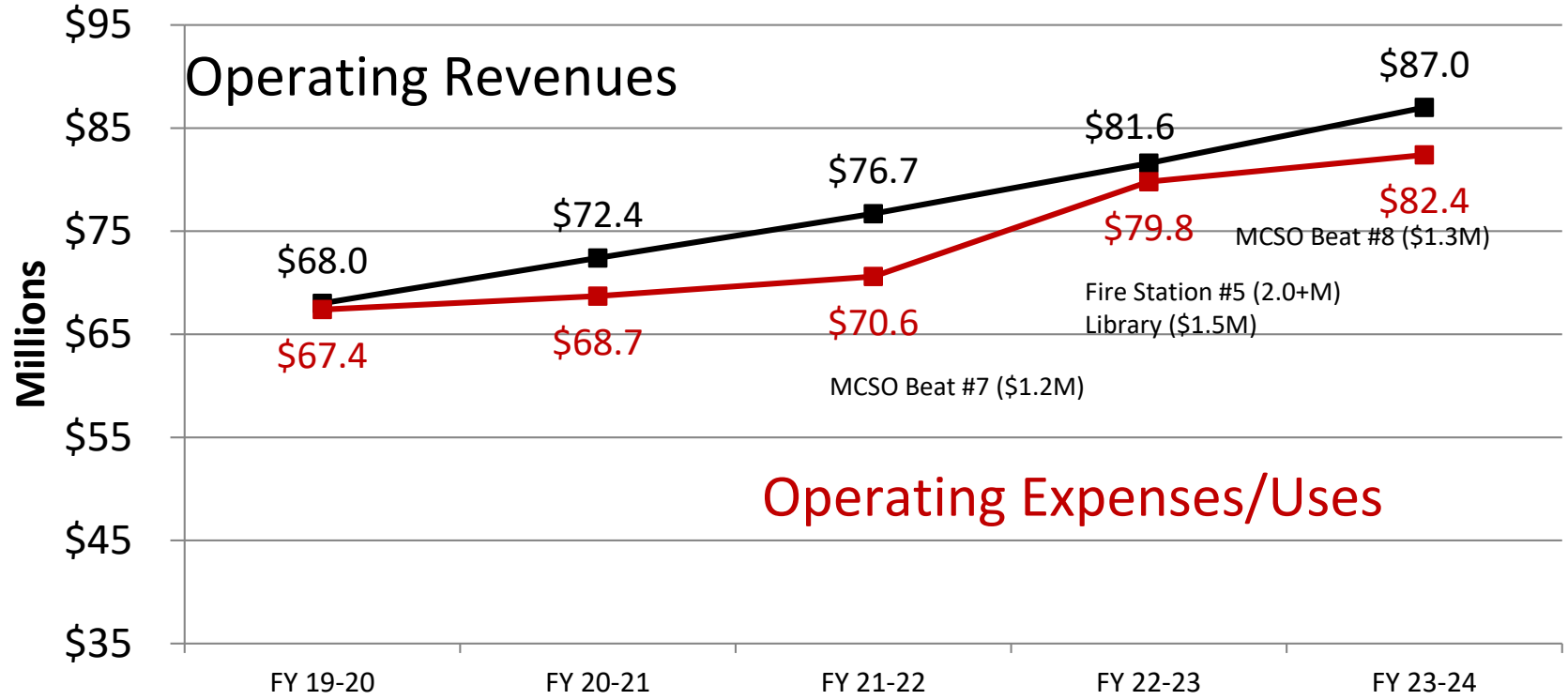


5-YEAR FINANCIAL OBJECTIVES

1. Add Two MCSO Beats (\$2.5M Annually After Full Implementation)
2. Open 5th Fire Station (\$2.0M Annually)
3. Add Library Operating Costs (\$1.5M Annually)
4. Fully Fund ASRS Reserves at \$16M
5. Dedicate Construction Sales Tax for CIP PAYGO (\$6.0M Annually)

Attachment: 1. Presentation entitled "FY 2019/20 Tentative

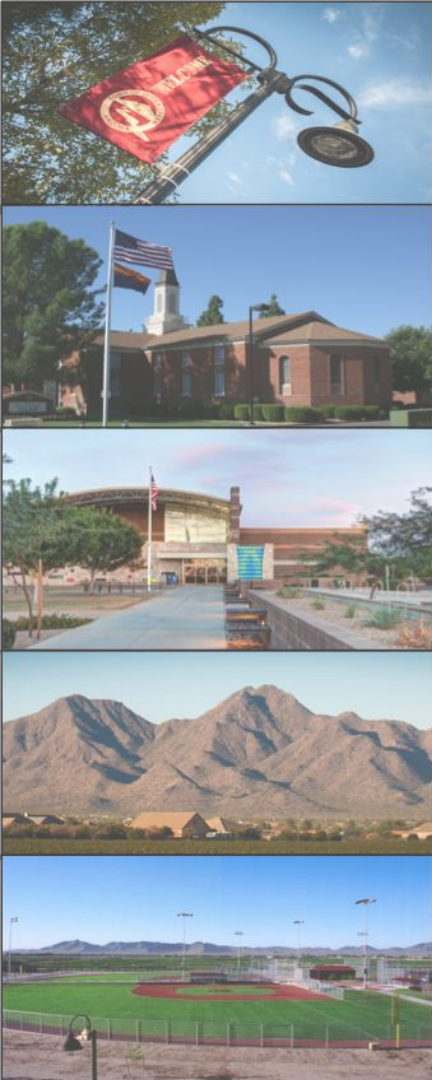
OPERATING BUDGET PROJECTION



Attachment: 1. Presentation entitled "FY 2019/20 Tentative"

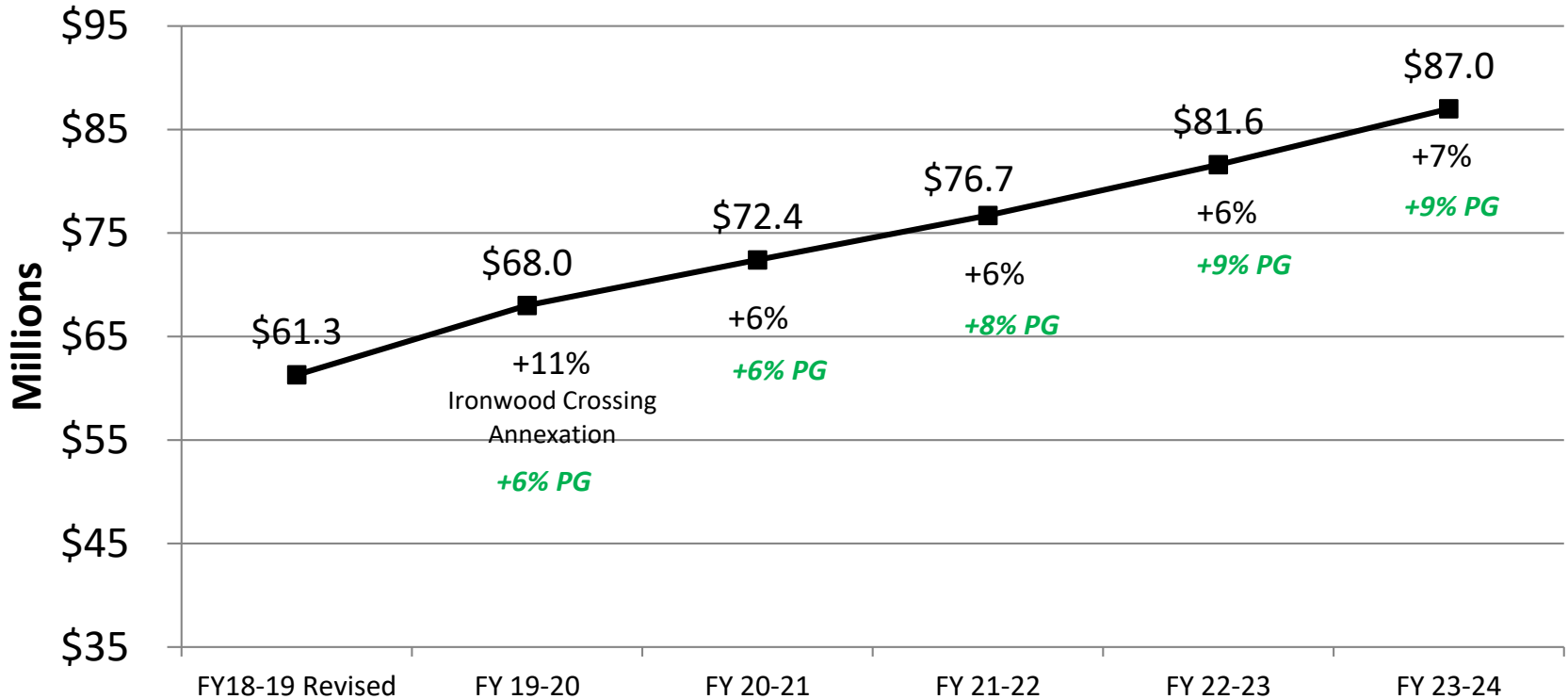
FY 2019-20 OPERATING BUDGET ENDING RESERVES

	FY 19-20 Tentative Budget	
Sources	\$68.0	
Uses	<u>\$66.3</u>	
Net FY 19-20	<u>\$1.7</u>	
Ending Fund Balance		\$40.0
Restrictions:		
25% Revenue Reserve Requirement	\$17.6	
MSCO Unfunded Pension Liability Reserve	\$18.6	
ASRS Unfunded Pension Liability Reserve	<u>\$ 3.8</u>	
Total Restrictions		<u>\$40.0</u>



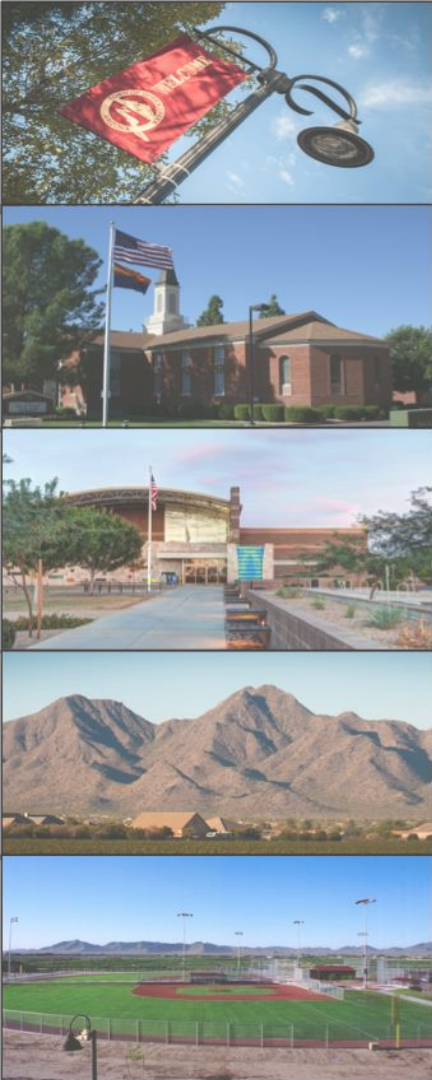
OPERATING BUDGET REVENUE PROJECTIONS

5-YEAR OPERATING BUDGET PROJECTION: REVENUES



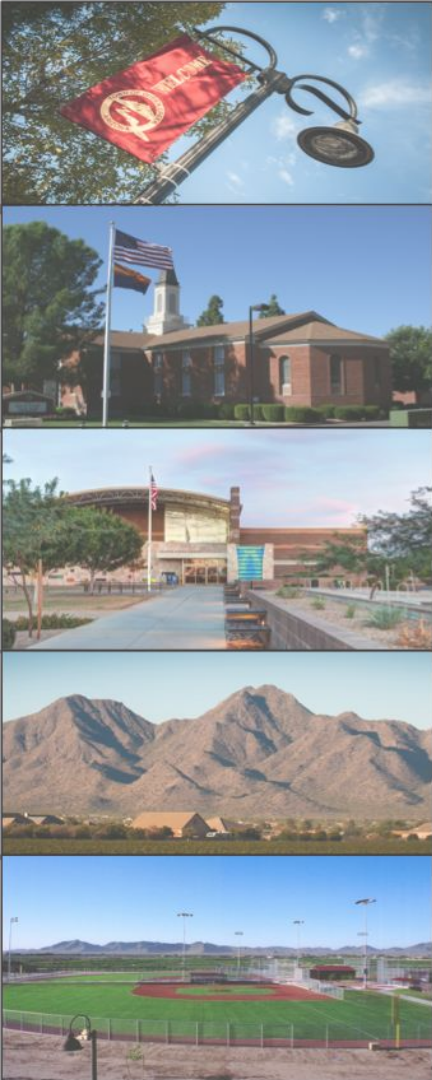
Attachment: 1. Presentation entitled "FY 2019/20 Tentative

PG= Population Growth %

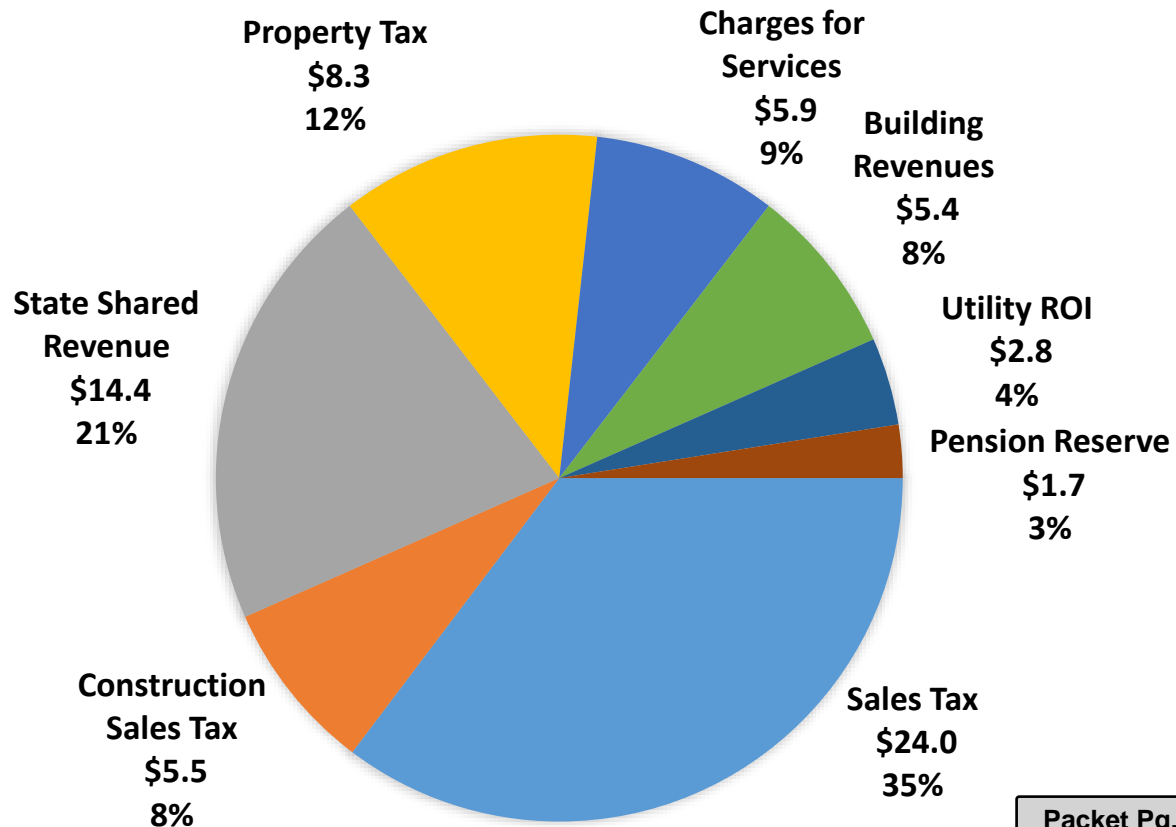


FY 2019-20 BUDGET REVENUE SUMMARY

- Increasing Significantly by \$6.7M (+11%)
- Ironwood Crossing Impact: +\$1.1M
- “Across the Board” Increases
- Assessed Value Increased \$70.8M (+20%)



FY 19-20 OPERATING BUDGET REVENUES \$68.0M

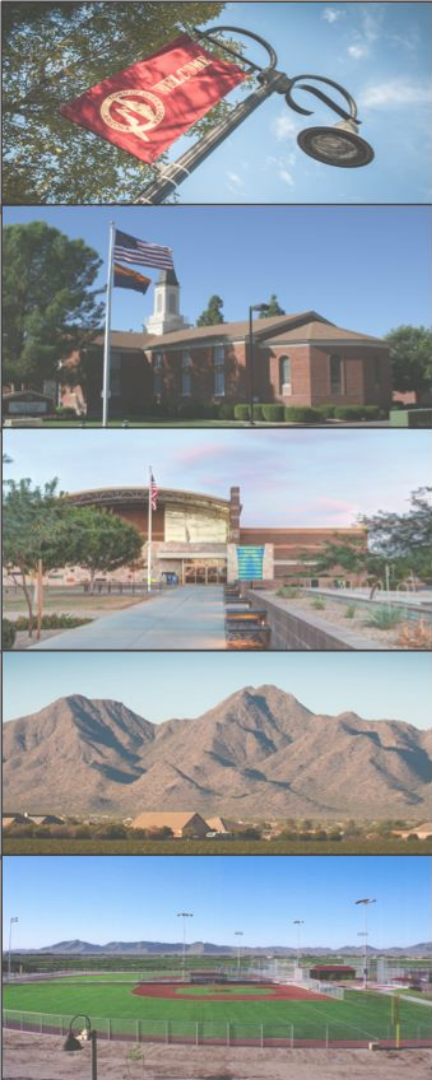


REVENUE SUMMARY

	FY 18-19 Revised Budget	FY 19-20 Tentative	\$ Change	% Change
Sales Tax	\$21.1	\$24.0	\$2.9	+14%
Construction Sales Tax	\$5.5	\$5.5	\$ -	-%
State Shared Revenue	\$12.7	\$14.4	\$1.7	+13%
Property Tax*	\$7.0	\$8.3	\$1.3	+19%
Charges for Services	\$5.8	\$5.9	\$0.1	2%
Building Revenues	\$5.4	\$5.4	\$ -	-%
Utility ROI for Public Safety	\$2.5	\$2.8	\$0.3	12%
Use of Pension Reserves (MCSO)	<u>\$1.3</u>	<u>\$1.7</u>	<u>\$0.4</u>	<u>31%</u>
Total Revenue	\$61.3	\$68.0	\$6.7	11%

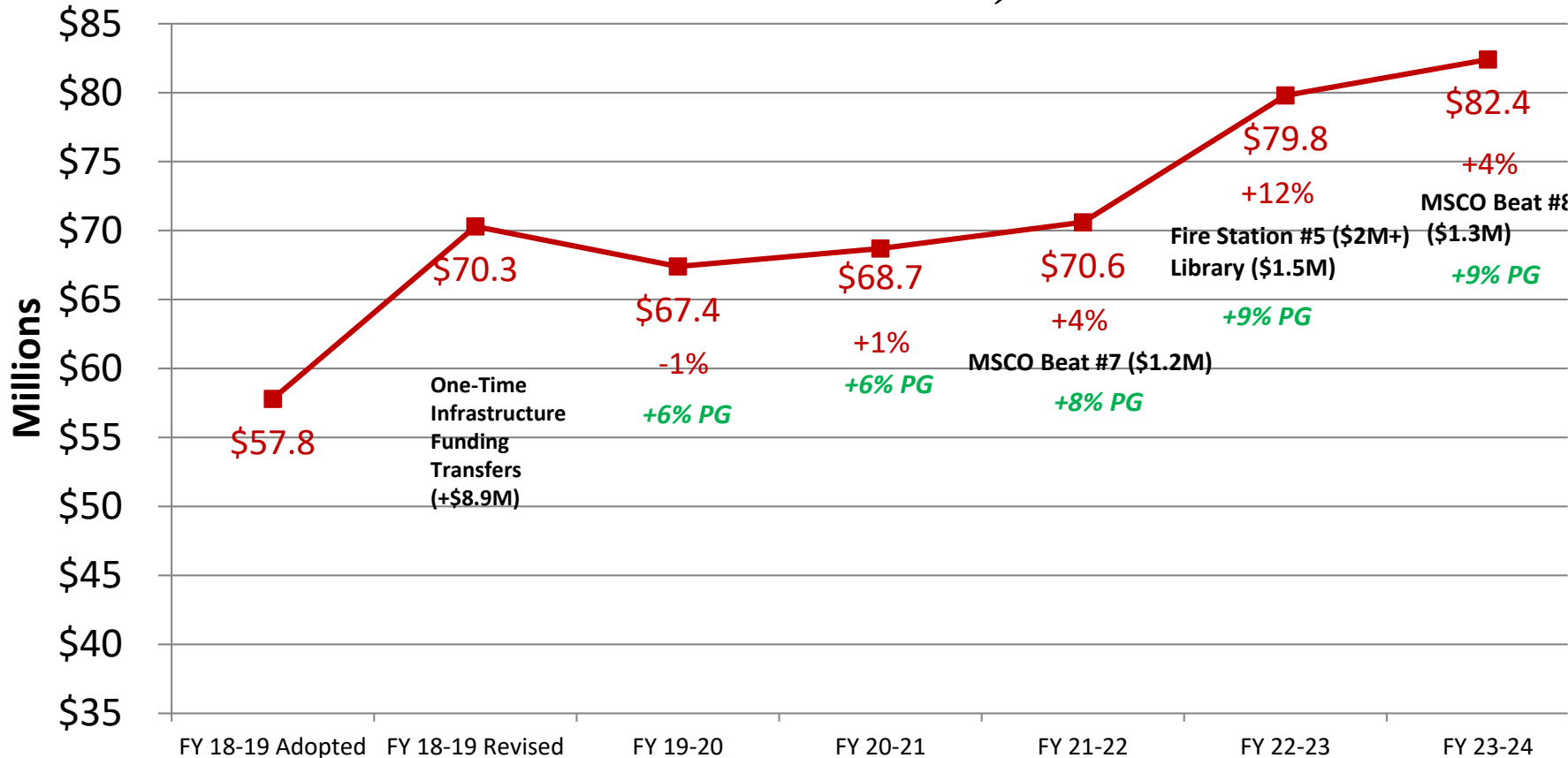
Attachment: 1. Presentation entitled "FY 2019/20 Tentative"

*13% for New Construction Increases; 6% for Appreciation on Existing Properties



OPERATING BUDGET EXPENSE PROJECTIONS

5 – YEAR OPERATING BUDGET PROJECTION: EXPENSES



Attachment: 1. Presentation entitled "FY 2019/20 Tentative

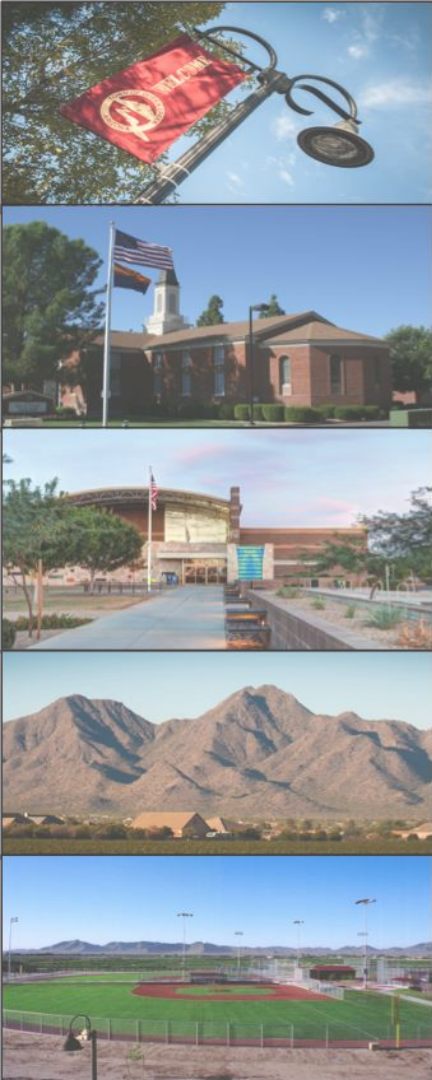
PG= Population Growth %

FY 2019-20 BUDGET EXPENSE SUMMARY

13.A.a

- Created \$1.25M New Debt Placeholder for Signal Butte and Meridian Road Construction (\$25M)
- Created \$250K Annual Building Repair and Replacement Funding
- Notable New Expenses
 - \$900K Fire Pumper Truck, \$500K SRP Streetlight Purchase, \$475K Replacement AV Equipment, \$300K Fire Equipment, \$240K MCSO Admin Fee

Attachment: 1. Presentation entitled "FY 2019/20 Tentative



FY 2019-20 BUDGET EXPENSE SUMMARY

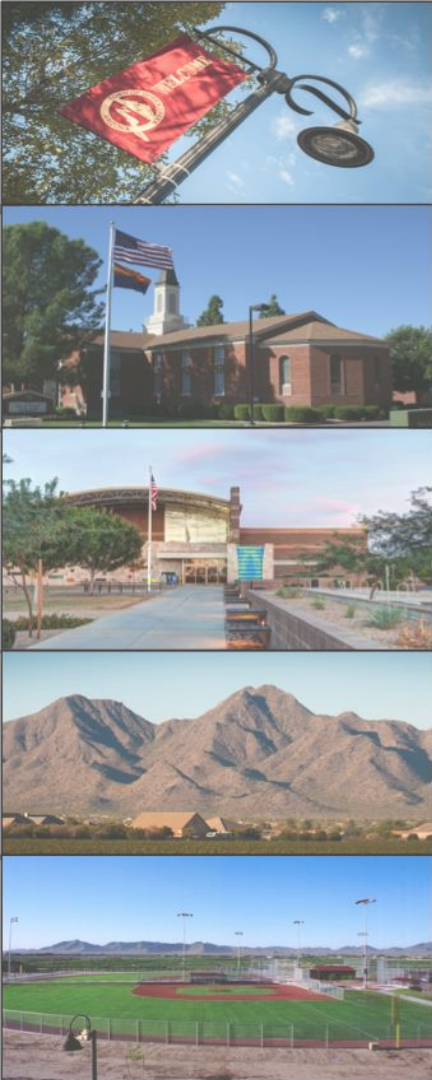
13.A.a

(CONCLUDED)

- Personnel (Staffing & Compensation):
+\$1.3M
 - Staffing: 6 New Positions Recommended
 - Engineering (1), Fleet (2), Streets(1), Fire (2, non-swo)
 - Compensation
 1. Market Increase: 2.1%
 - Per Council-Approved 2014 Class and Comp Study
 - Combination of year-end CPI and Regional Employment Cost Index (ECI)
 2. Performance Increase (up to 3%)
 - Awarded on Employee Anniversary Date

Attachment: 1. Presentation entitled "FY 2019/20 Tentative

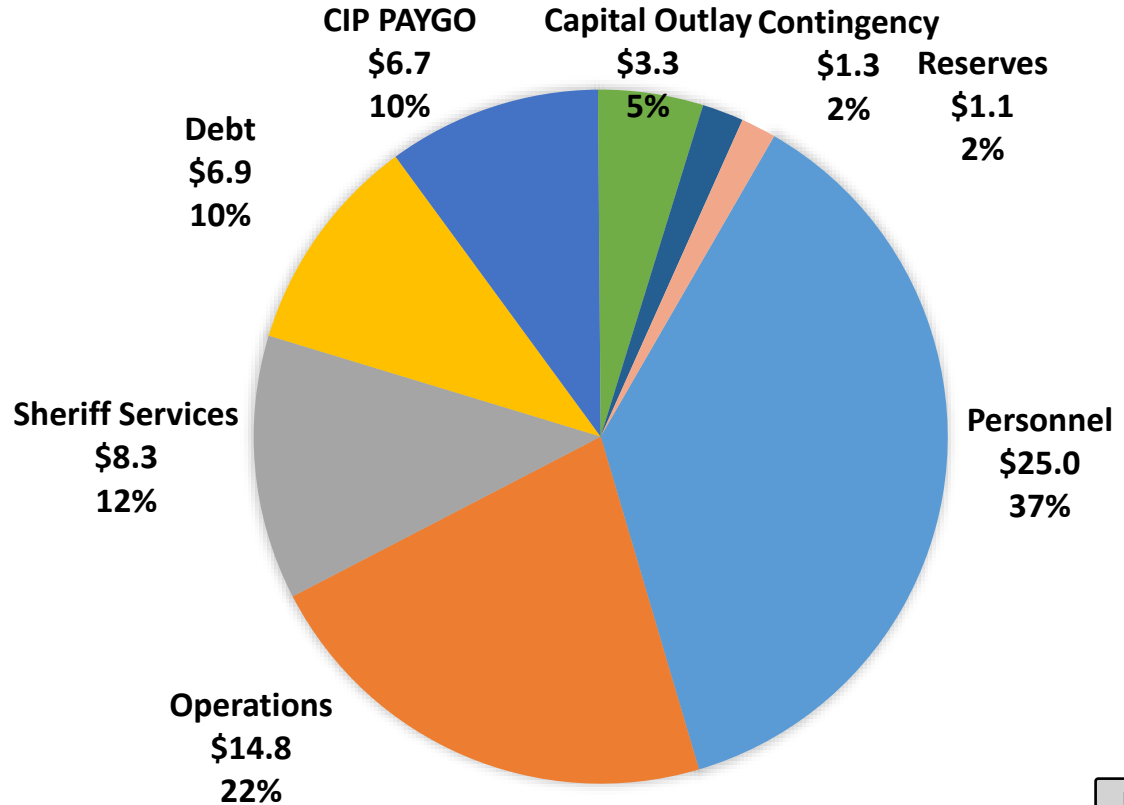
Packet Pg. 168



FY 19-20 OPERATING EXPENSES

\$67.4M BY CATEGORY

13.A.a

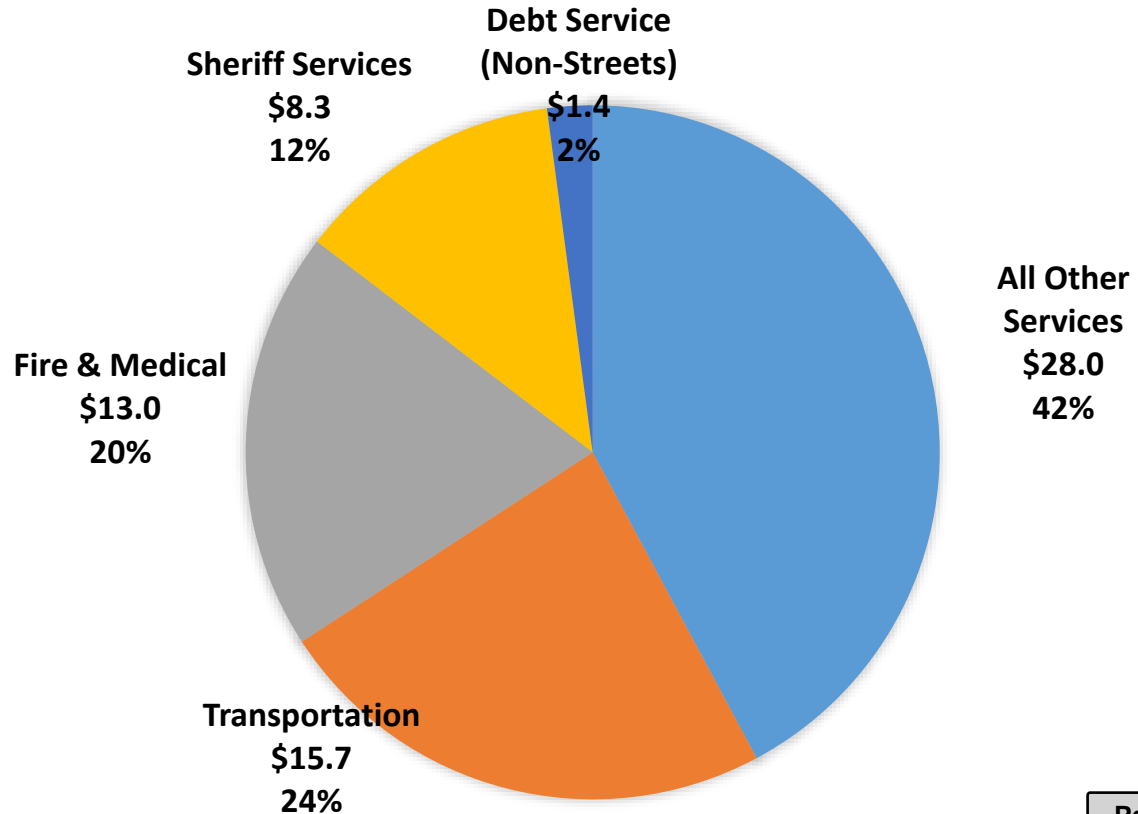
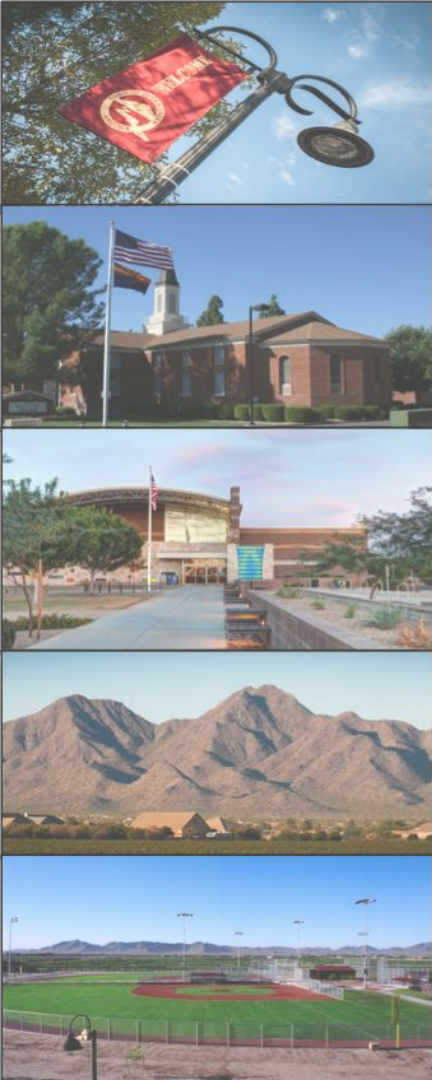


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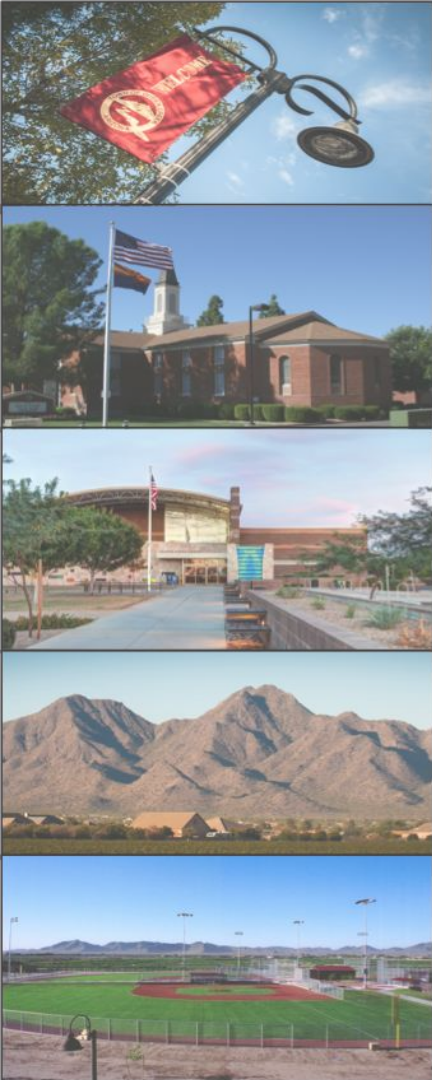
FY 19-20 OPERATING EXPENSES

\$67.4M BY PROGRAM

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Attachment: 1. Presentation entitled "FY 2019/20 Tentative"

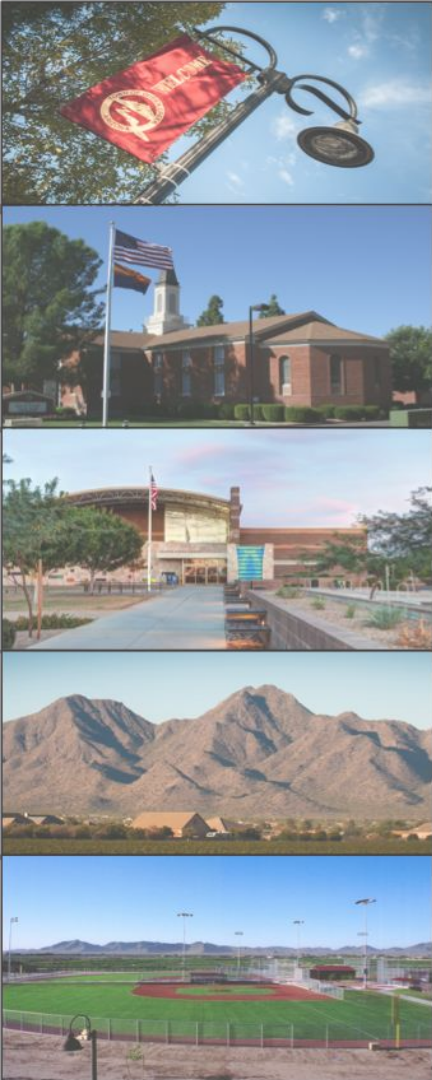


IMPORTANT OPERATING EXPENSE INCREASES: \$6.7M

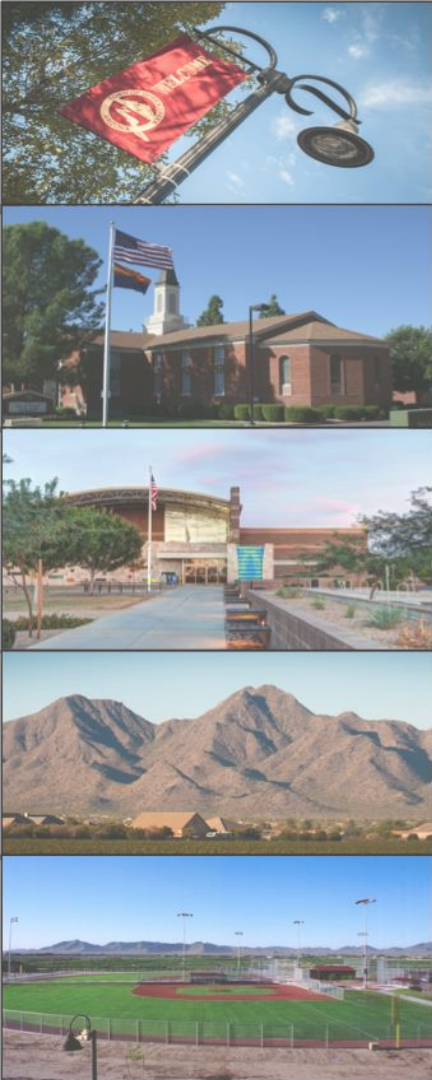
13.A.a

Item	
Debt Service – Signal Butte and Meridian	\$1.3M
Personnel Changes (New Staffing, Market, Merit)	\$1.3M
Replacement Fire Truck	\$0.9M
Debt Service – Fulton Development Agreement	\$0.6M
Debt Service – 2018 Transportation Issue	\$0.6M
SRP Streetlight Purchase	\$0.5M
AV Equipment Replacement	\$0.5M
Fire Personal Protective Equipment Sets	\$0.3M
Building Systems Repair/Replacement Funding	\$0.3M
MCSO Admin Charge	<u>\$0.2M</u>
Total	<u>\$6.7M</u>

Attachment: 1. Presentation entitled "FY 2019/20 Tentative

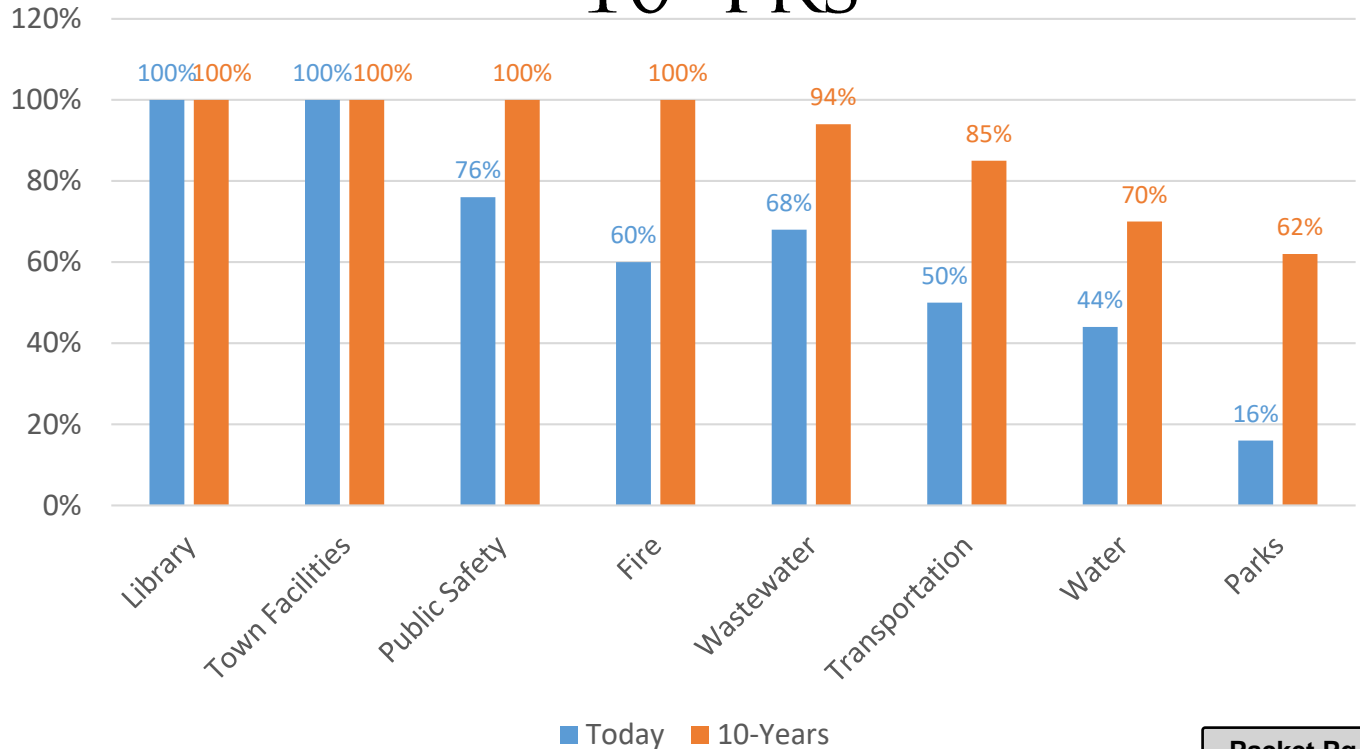


INFRASTRUCTURE OVERVIEW/ CONTINGENCIES



TOWN INFRASTRUCTURE % COMPLETE TODAY VS FUTURE 10-YRS

13.A.a



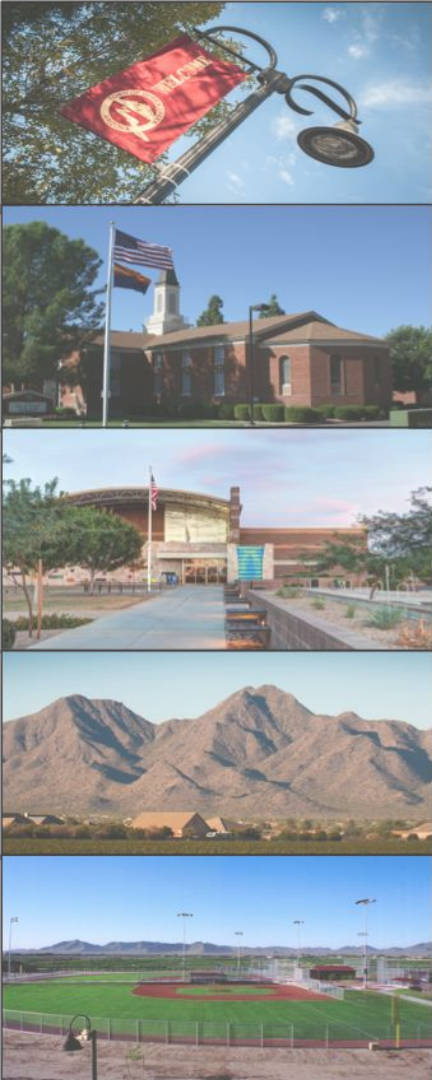
Attachment: 1. Presentation entitled "FY 2019/20 Tentative

INFRASTRUCTURE SUMMARY

	Projects Under Contract	Budget for Previously Approved Projects	New Projects	Total Budget
Transportation	\$18.6	\$44.1	\$59.5	\$122.2
Water	\$10.0	\$33.6	\$18.3	\$62.0
Wastewater	\$10.3	\$10.1	\$18.2	\$38.6
Parks and Trails	\$0.1	\$4.7	\$1.3	\$6.1
Fire/Public Safety	\$0.3	\$5.6	\$4.0	\$9.9
Corp Yard	<u>\$0.5</u>	<u>\$0.6</u>	<u>\$ -</u>	<u>\$1.1</u>
Total Budget	\$39.8	\$98.7	\$101.3	\$239.8

INFRASTRUCTURE CARRY FORWARD/CONTINGENCIES

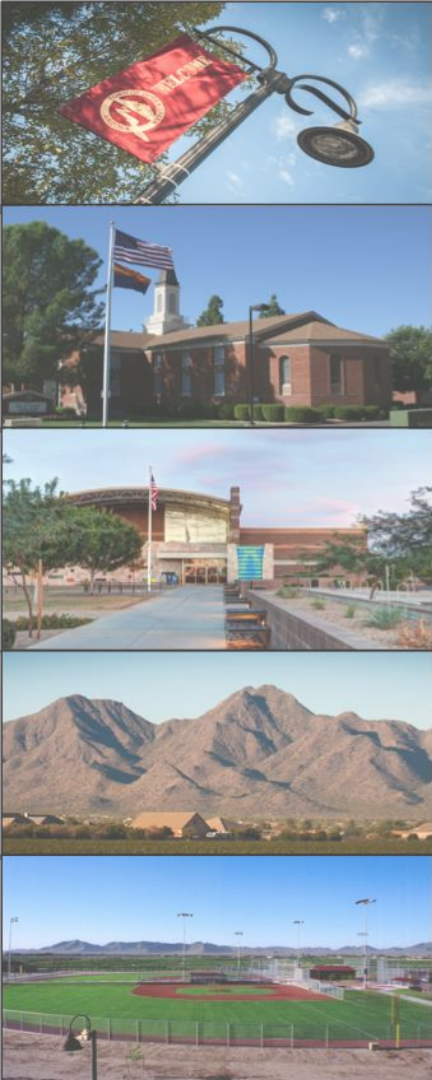
Purpose	Description	Amount
1. Projects Under Contract	Carryforward of approved contracts into FY 19-20	\$39.8M
2. Project Budgets Approved – Not yet under Contract	Expenditure authority for projects approved in FY 18-19 but not under contract by end of fiscal year	\$98.7M
3. Unanticipated Expenses	Expenditure authority for private development partnerships, emergency needs	\$5.0M
	Total FY 19-20 Contingency	<u>\$143.5M</u>



ALL OTHER MAJOR ACTIVITIES

WATER FUND (SELF-FUNDED)

- No Rate Increase
- \$50M for Potential Water Rights Purchase
- \$0.7M Purchase of Effluent Recharged Water from Wastewater Fund
- Increased Staffing Levels due to New Development (7% Growth) and Operational/System Security
 - 2.0 FTEs (4%): M&O Tech, CIP Inspector
- Operational Increases based on Growing System
 - \$1.0M Electricity
 - \$0.5M Well Site Repair/Maintenance/Chemicals

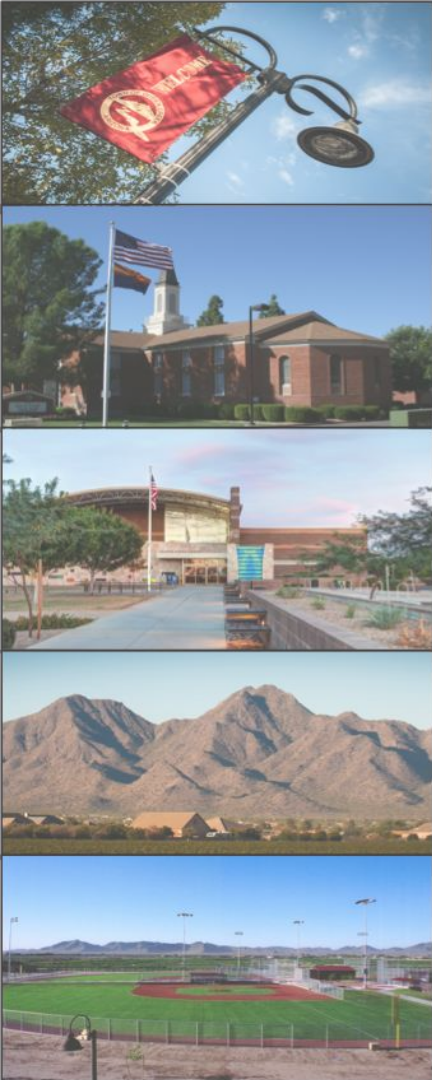


WASTEWATER FUND (SELF-FUNDED)

13.A.a

- 10% Revenue / Rate Decrease
- \$0.7M New Recharge Revenue from the Water Fund

Attachment: 1. Presentation entitled "FY 2019/20 Tentative



SOLID WASTE/RECYCLING FUND

(SELF-FUNDED)

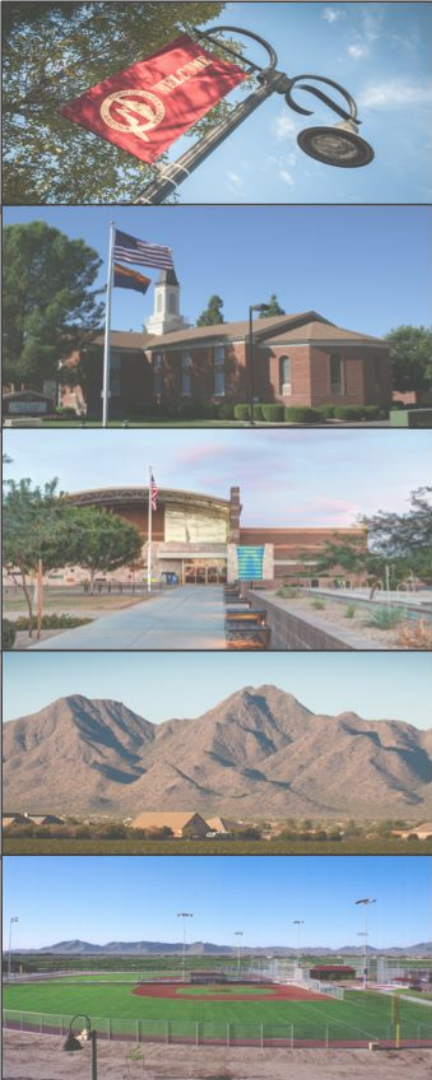
13.A.a

- No Rate Increase
- Service Provider Costs Increasing 12%
 - Assumed a 5% Increase in Contracted Rate (maximum allowed)
 - 7% Increase For New Accounts

Attachment: 1. Presentation entitled "FY 2019/20 Tentative

TOWN CENTER FUND

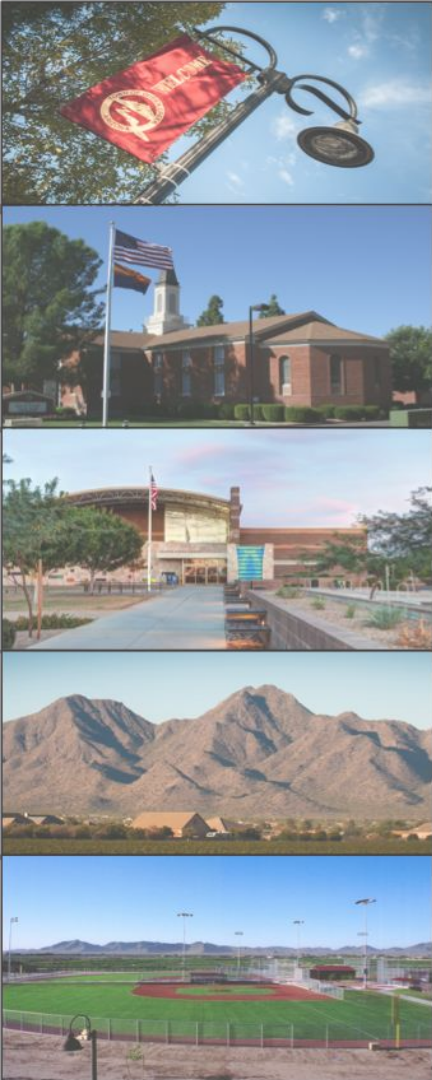
- Dedicated 0.25% Sales Tax: \$1M
- Implement Town Center Master Plan
 - Drainage Improvements
 - Transportation and Utilities Infrastructure (Budgeted Separately in Those Funds)
- Maintenance of Buildings for Chamber of Commerce and Gangplank
- Façade Improvements



BUDGET CALENDAR

Date	Action Item
April 4	Budget Committee Meeting
May 1	Council Votes on Tentative Budget
May 15	Truth in Taxation Hearing (Property Tax) Final Budget Hearing - Budget Adoption
June 5	Property Tax Levy Adoption <ul style="list-style-type: none">• Primary Property Tax• SLID Levy Adoption

Attachment: 1. Presentation entitled "FY 2019/20 Tentative



DISCUSSION AND QUESTIONS

PROPOSED MOTION

Move to Approve the FY 2019/20 Tentative Budget of \$452.7M and Set May 15, 2019 as the date of the Public Hearing for the FY 2019/20 Final Budget and the Truth in Taxation Hearing as required under Arizona Revised Statutes

TOWN OF QUEEN CREEK
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2020

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2019	E 1	25,641,882	39,294,478	9,712,384	85,791,213	0	186,711,025	3,754,683	350,905,665	
2019	E 2	25,641,882	32,404,330	9,712,384	17,109,815	0	102,779,873	3,754,683	191,402,967	
2020	3	36,848,889	15,796,792	0	62,994,369	0	7,556,642	461,078	123,657,770	
2020	B 4	8,343,197							8,343,197	
2020	B 5								0	
2020	C 6	44,971,180	28,352,305	1,735,235	101,683,333	0	141,252,552	4,430,949	322,425,554	
2020	D 7	0	0	0	0	0	0	0	0	
2020	D 8	0	0	0	0	0	0	0	0	
2020	D 9	0	8,314,476	9,894,201	17,714,490	0	47,444,083	0	83,367,250	
2020	D 10	17,837,074	19,584,064	0	591,578	0	45,354,534	0	83,367,250	
2020	11									
2020	12	72,326,192	32,879,509	11,629,436	181,800,614	0	150,898,743	4,892,027	454,426,521	
2020	E 13	27,078,621	37,595,828	11,629,436	132,854,095	0	239,400,837	4,160,101	452,718,918	

EXPENDITURE LIMITATION COMPARISON

	2019	2020
1 Budgeted expenditures/expenses	\$ 350,905,665	\$ 452,718,918
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	350,905,665	452,718,918
4 Less: estimated exclusions		
5 Amount subject to the expenditure limitation	\$ 350,905,665	\$ 452,718,918
6 EEC expenditure limitation	\$	\$

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Attachment: 2. Required State Budget Forms (Schedules A-G) (Tentative FY 20 Budget)

TOWN OF QUEEN CREEK
Tax Levy and Tax Rate Information
Fiscal Year 2020

	2019	2020
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 11,487,053	\$ 13,145,028
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 6,962,716	\$ 8,343,197
B. Secondary property taxes	0	0
C. Total property tax levy amounts	\$ 6,962,716	\$ 8,343,197
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 6,874,735	
(2) Prior years' levies	38,851	
(3) Total primary property taxes	\$ 6,913,586	
B. Secondary property taxes		
(1) Current year's levy	\$ 0	
(2) Prior years' levies	0	
(3) Total secondary property taxes	\$ 0	
C. Total property taxes collected	\$ 6,913,586	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.9500	1.9500
(2) Secondary property tax rate		
(3) Total city/town tax rate	1.9500	1.9500

B. Special assessment district tax rates
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 102 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF QUEEN CREEK
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
GENERAL FUND			
Local taxes			
City Sales Tax	\$ 17,604,120	\$ 18,807,642	\$ 21,335,300
Construction Sales Tax	3,972,970	4,871,250	4,888,900
Licenses and permits			
Business Licenses	87,420	87,420	89,100
Liquor License	10,000	10,000	10,200
Building Revenue	3,892,400	5,392,400	5,398,400
Intergovernmental			
State Sales Tax	3,871,400	3,871,400	4,490,100
Urban Revenue Sharing	4,699,000	4,699,000	5,510,900
Charges for services			
Recreation User Fees	529,740	529,740	545,600
Interest on investments			
Interest Income	469,279	266,770	266,800
Miscellaneous			
Telecommunications	154,500	154,500	157,600
Building Lease Revenue	56,700	56,700	57,800
Gas Franchises	105,622	105,622	110,900
Cable Licenses	245,960	308,205	323,600
Miscellaneous	101,500	101,500	103,500
Departmental Support Revenue	1,872,805	1,632,991	1,682,480
Total General Fund	\$ 37,673,416	\$ 40,895,140	\$ 44,971,180
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway Users Revenue	\$ 2,531,700	\$ 2,531,700	\$ 2,542,900
Pinal County Taxes	22,860	22,860	23,600
Vehicle License Tax	1,600,800	1,600,800	1,804,700
Interest Income	-	-	-
Total Highway User Revenue Fund	\$ 4,155,360	\$ 4,155,360	\$ 4,371,200
Municipal Town Center Fund			
City Sales Tax	\$ 802,990	\$ 859,200	\$ 1,005,830
Signage Revenue	20,000	20,000	20,000
Interest Income	21,000	21,000	21,000
Total Municipal Town Center Fund	\$ 843,990	\$ 900,200	\$ 1,046,830
Construction Sales Tax Fund			
2% Construction Sales Tax	\$ 3,972,970	\$ 4,871,250	\$ 4,888,900
Total Construction Sales Tax Fund	\$ 3,972,970	\$ 4,871,250	\$ 4,888,900
Grants & Contingency Fund			
Grants	\$ 1,927,300	\$ -	\$ 2,000,000
Contingency	-	-	-
Total Grants & Contingency Fund	1,927,300	-	2,000,000
Parks Development Fund			
Parks Development Fee	\$ 2,975,250	\$ 3,719,063	\$ 2,813,154
3rd Party Contributions	1,000,000	1,000,000	0
Interest Income	21,500	21,500	20,000
Miscellaneous	-	-	295,840

Attachment: 2. Required State Budget Forms (Schedules A-G) (Tentative FY 20 Budget)

TOWN OF QUEEN CREEK
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
Total Parks Development Fund	\$ 3,996,750	\$ 4,740,563	\$ 3,128,994
Town Buildings Fund			
Town Building & Vehicle Development Fee	\$ 467,550	\$ 584,438	70,665
Interest Income	19,350	19,350	27,750
Total Town Buildings Fund	\$ 486,900	\$ 603,788	\$ 98,415
Transportation Development Fee Fund			
Transportation Development Impact Fee	\$ 1,314,870	\$ 1,643,588	2,121,906
Interest Income	5,000	5,000	-
Total Transportation Development Fee Fund	\$ 1,319,870	\$ 1,648,588	\$ 2,121,906
Library Development Fee Fund			
Library Development Impact Fee	\$ 584,500	\$ 730,625	\$ 155,392
Interest Income	20,000	20,000	20,000
Total Library Development Fee Fund	\$ 604,500	\$ 750,625	\$ 175,392
Public Safety Development Fee Fund			
Public Safety Development Fees	\$ 178,460	\$ 223,075	\$ 172,936
Interest Income	10,000	10,000	-
Total Public Safety Development Fee Fund	\$ 188,460	\$ 233,075	\$ 172,936
Emergency Services Fund			
City Sales Tax	\$ 2,182,500	\$ 2,324,538	\$ 2,666,900
Construction Sales Tax	507,190	608,910	611,100
County Island Fire District	1,713,200	1,493,447	1,493,400
Fire Inspections	75,000	75,000	76,500
PSPRS Premium Tax Credit	100,000	100,000	102,000
ROI Utility Revenue	2,468,100	2,468,100	2,835,055
IGA - School District	64,000	64,000	65,300
Wildland Reimbursement	65,000	65,000	66,300
Miscellaneous	23,000	23,000	23,400
Total Emergency Services Fund	\$ 7,197,990	\$ 7,221,995	\$ 7,939,955
Fire Development Fee Fund			
Fire Development Fees	\$ 481,680	\$ 602,100	\$ 875,277
Interest Income	12,100	12,100	-
Total Fire Development Fee Fund	\$ 493,780	\$ 614,200	\$ 875,277
Streetlight Improvement Districts			
Special Assessment	\$ 700,000	\$ 400,000	\$ 700,000
Interest Income	-	-	-
Total Streetlight Improvement Districts	\$ 700,000	\$ 400,000	\$ 700,000
Community Events Fund			
Contributions/Donations	\$ 74,650	\$ 74,650	\$ 75,000
Total Community Events Fund	\$ 74,650	\$ 74,650	\$ 75,000
Horseshoe Park & Equestrian Center (HPEC) Fund			
Park Revenues	\$ 742,570	\$ 742,570	\$ 757,500
Total HPEC Fund	\$ 742,570	\$ 742,570	\$ 757,500
Total Special Revenue Funds	\$ 26,705,090	\$ 26,956,864	\$ 28,352,305
DEBT SERVICE FUNDS			
Special Assessment Fund			
Property Assessments	\$ 1,702,407	\$ 1,746,622	\$ 1,735,235
Interest Income	-	-	-

Attachment: 2. Required State Budget Forms (Schedules A-G) (Tentative FY 20 Budget)

TOWN OF QUEEN CREEK
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
Total Special Assessment Fund	\$ 1,702,407	\$ 1,746,622	\$ 1,735,235
Total Debt Service Funds	\$ 1,702,407	\$ 1,746,622	\$ 1,735,235
CAPITAL PROJECTS FUNDS			
Drainage & Transportation Fund			
Developer Contribution	\$ -	\$ -	\$ -
Reimbursement from Government Agency	\$ 4,277,000	\$ 4,277,000	\$ 11,683,333
Developer Contribution	-	-	-
Other Funding	22,000,000	10,000,000	90,000,000
Bond Proceeds	-	-	-
Total Drainage & Transportation Fund	\$ 26,277,000	\$ 14,277,000	\$ 101,683,333
Total Capital Projects Funds	\$ 26,277,000	\$ 14,277,000	\$ 101,683,333
INTERNAL SERVICE FUNDS			
Healthcare Self-Insurance			
Premiums	\$ 4,055,761	\$ 4,055,761	\$ 4,270,949
Stop Loss Reimbursement	150,000	150,000	150,000
Interest Income	10,000	10,000	10,000
Total Healthcare Self-Insurance	\$ 4,215,761	\$ 4,215,761	\$ 4,430,949
ENTERPRISE FUNDS			
Sewer Utility Funds			
User Fees	\$ 6,741,250	\$ 6,741,250	\$ 7,046,670
Developer Contribution	-	-	-
Capacity Fee	4,045,270	4,854,324	2,632,192
Interest Income	198,500	325,772	283,900
Total Sewer Utility	\$ 10,985,020	\$ 11,921,346	\$ 9,962,762
Water Fund			
Water Revenues/User Fees	\$ 21,906,891	\$ 21,906,891	\$ 25,140,415
Capacity Fee	3,993,930	4,593,020	2,199,067
Miscellaneous	358,895	358,895	404,998
Interest Income	339,000	504,692	394,692
Other Funding	-	49,930,000	100,000,000
Total Water Fund	\$ 26,598,716	\$ 77,293,498	\$ 128,139,172
Solid Waste Fund			
User Fees	\$ 2,659,194	\$ 2,659,194	\$ 2,935,058
Recycling	20,000	20,000	21,000
Cart Fees	153,000	153,000	189,000
Interest Income	1,500	1,500	5,560
Miscellaneous	26,000	26,000	-
Total Solid Waste	\$ 2,859,694	\$ 2,859,694	\$ 3,150,618
Total Enterprise Funds	\$ 40,443,430	\$ 92,074,538	\$ 141,252,552
TOTAL ALL FUNDS	\$ 137,017,104	\$ 180,165,925	\$ 322,425,554

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Attachment: 2. Required State Budget Forms (Schedules A-G) (Tentative FY 20 Budget)

TOWN OF QUEEN CREEK
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal Year 2020

FUND	OTHER FINANCING 2020		INTERFUND TRANSFERS 2020	
	SOURCES	(USES)	IN	(OUT)
GENERAL FUND				
Debt Service	\$	\$	\$	\$ 6,213,398
Interfund Loan				
Infrastructure (CIP)				3,924,200
Emergency Services Fund				5,006,018
Horseshoe Park & Equestrian Center Fund				1,124,448
HURF				1,544,010
Community Events				25,000
Total General Fund	\$ -	\$ -	\$ -	\$ 17,837,074
SPECIAL REVENUE FUNDS				
Library Development Fee Fund	\$	\$	\$	\$ 232,890
Emergency Services Fund			5,006,018	1,080,000
Grants Fund				
Parks Development			550,000	512,916
Public Safety Development Fee Fund				140,250
Town Buildings & Vehicles Development Fee				290,100
Fire Development Fee Fund				3,417,863
Transportation Development Fund				10,169,858
Construction Sales Tax				2,782,964
Town Center				398,775
HURF			1,544,010	263,953
Community Events			90,000	
Horseshoe Park & Equestrian Center Fund			1,124,448	294,495
Total Special Revenue Funds	\$ -	\$ -	\$ 8,314,476	\$ 19,584,064
DEBT SERVICE FUNDS				
Special Assessment Fund	\$	\$	\$	\$
Debt Service			9,894,201	
Total Debt Service Funds	\$ -	\$ -	\$ 9,894,201	\$ -
CAPITAL PROJECTS FUNDS				
Transportation CIP	\$	\$	\$ 13,714,490	\$ 591,578
General CIP			4,000,000	
Total Capital Projects Funds	\$ -	\$ -	\$ 17,714,490	\$ 591,578
ENTERPRISE FUNDS				
Water Fund	\$	\$	\$ 591,578	\$ 21,407,223
Water Capacity				5,316,366
Water CIP			18,348,724	
Water Debt			5,742,438	
Sewer/Wastewater Fund			1,497,971	11,688,071
Sewer/Wastewater Capacity				6,942,874
Sewer/Wastewater CIP			18,238,245	
Sewer/Wastewater Debt			3,025,127	
Total Enterprise Funds	\$ -	\$ -	\$ 47,444,083	\$ 45,354,534
TOTAL ALL FUNDS	\$ -	\$ -	\$ 83,367,250	\$ 83,367,250

Attachment: 2. Required State Budget Forms (Schedules A-G) (Tentative FY 20 Budget)

TOWN OF QUEEN CREEK
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
GENERAL FUND				
Town Council	\$ 431,085	\$ -	\$ 431,085	\$ 439,120
Town Manager	1,065,347	33,482	1,098,829	1,098,102
Legal Services	465,000	-	465,000	465,000
Town Clerk	284,295	-	284,295	268,922
Finance	2,336,798	(11,316)	2,325,482	2,469,288
Workforce & Technology	3,127,351	530,428	3,657,779	4,082,656
Communications, Marketing & Recreation	1,948,791	540,238	2,489,029	2,419,059
Economic Development	828,889	14,489	843,378	902,931
Development Services	3,102,206	236,024	3,338,230	3,534,044
Public Works	5,573,326	419,939	5,993,265	6,887,374
Centralized Services	2,911,543	1,803,967	4,715,510	4,512,125
Total General Fund	\$ 22,074,631	\$ 3,567,251	\$ 25,641,882	\$ 27,078,621
SPECIAL REVENUE FUNDS				
HURF				
Public Works	\$ 5,484,051	\$ 294,210	\$ 5,778,261	\$ 5,651,257
Municipal Town Center Fund				
Economic Development	939,200	(34,427)	904,773	874,900
Streetlight Improvement District				
General Operations	700,000	-	600,000	700,000
Grants & Contingency Fund				
General Operations	2,000,000	-	-	2,000,000
Construction Sales Tax Fund				
Capital	772,758	(49,076)	723,682	317,900
Parks Development Fund				
Comm, Marketing & Recreation	7,600,000	1,275,007	8,875,007	6,090,148
Carryforward Allowance			(4,790,148)	
Town Buildings & Vehicles Fund				
General Operations	-	6,156	6,156	-
Transportation Development Fund				
Public Works	26,161	(20,111)	6,050	-
Library Development Fund				
Comm, Marketing & Recreation	-	20,624	20,624	-
Public Safety Development Fund				
Emergency Management Services	-	65,823	65,823	-
Fire Development Fund				
Emergency Management Services	-	335,385	335,385	-
Emergency Services Fund				
Emergency Management Services	17,877,120	334,616	18,211,736	20,209,170
Community Events Fund				
Comm, Marketing & Recreation	164,650	-	164,650	165,000
HPEC Fund				
Economic Development	1,968,467	(466,136)	1,502,331	1,587,453
LTAf				
Public Works		-		-
Total Special Revenue Funds	\$ 37,532,407	\$ 1,762,071	\$ 32,404,330	\$ 37,595,828
DEBT SERVICE FUNDS				
Special Assessment Fund				
General Operations	\$ 1,765,910	\$ 143,588	\$ 1,909,498	\$ 1,735,235
Debt Service Fund				
General Operations	7,802,886	-	7,802,886	9,894,201
Total Debt Service Funds	\$ 9,568,796	\$ 143,588	\$ 9,712,384	\$ 11,629,436

Attachment: 2. Required State Budget Forms (Schedules A-G) (Tentative FY 20 Budget)

TOWN OF QUEEN CREEK
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
CAPITAL PROJECTS FUNDS				
Drainage & Transportation				
Public Works	\$ 84,251,710	\$ (7,119,662)	\$ 77,132,048	\$ 121,883,321
Carryforward Allowance			(61,710,624)	
General CIP -				
General Operations	7,156,657	1,502,508	8,659,165	10,970,774
Carryforward Allowance			(6,970,774)	
Total Capital Projects Funds	\$ 91,408,367	\$ (5,617,154)	\$ 17,109,815	\$ 132,854,095
ENTERPRISE FUNDS				
Sewer/Wastewater Funds				
Sewer Operating	\$ 4,310,014	\$ 4,401	\$ 4,314,415	\$ 4,200,650
Sewer Capacity	-	75,000	75,000	-
Sewer Capital	26,523,143	2,866,116	29,389,259	38,559,409
Sewer Debt	3,173,902	-	3,173,902	392,700
Carryforward Allowance			(20,321,164)	
Subtotal Sewer/Wastewater	\$ 34,007,059	\$ 2,945,517	\$ 16,631,412	\$ 43,152,759
Water Funds				
Water Operating	16,866,892	70,769,842	87,636,734	72,543,299
Water Capacity	-	105,213	105,213	-
Water Capital	28,107,557	25,172,390	53,279,947	61,958,712
Water Debt	5,627,224	-	5,627,224	58,374,865
Carryforward Allowance			(63,609,988)	
Subtotal Water	\$ 50,601,673	\$ 96,047,445	\$ 83,039,130	\$ 192,876,876
Solid Waste Fund	2,948,531	160,800	3,109,331	3,371,202
Total Enterprise Funds	\$ 87,557,263	\$ 99,153,762	\$ 102,779,873	\$ 239,400,837
INTERNAL SERVICE FUNDS				
Healthcare / Self-Insurance Fund				
Healthcare	\$ 3,754,683	\$ -	\$ 3,754,683	\$ 4,160,101
Subtotal Healthcare	\$ 3,754,683	\$ -	\$ 3,754,683	\$ 4,160,101
Total Internal Service Funds	\$ 3,754,683	\$ -	\$ 3,754,683	\$ 4,160,101
TOTAL ALL FUNDS	\$ 251,896,147	\$ 99,009,518	\$ 191,402,967	\$ 452,718,918

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Attachment: 2. Required State Budget Forms (Schedules A-G) (Tentative FY 20 Budget)

TOWN OF QUEEN CREEK
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2019	2019	2019	2020
Town Council				
General Fund	\$ 431,085	\$ -	\$ 431,085	\$ 439,120
Town Council Total	\$ 431,085	\$ -	\$ 431,085	\$ 439,120
Town Manager				
General Fund	\$ 1,065,347	\$ 33,482	\$ 1,098,829	\$ 1,098,102
Town Manager Total	\$ 1,065,347	\$ 33,482	\$ 1,098,829	\$ 1,098,102
Legal Services				
General Fund	\$ 465,000	\$ -	\$ 465,000	\$ 465,000
Legal Services Total	\$ 465,000	\$ -	\$ 465,000	\$ 465,000
Town Clerk				
General Fund	\$ 284,295	\$ -	\$ 284,295	\$ 268,922
Town Clerk Total	\$ 284,295	\$ -	\$ 284,295	\$ 268,922
Finance				
General Fund	\$ 2,336,798	\$ (11,316)	\$ 2,325,482	\$ 2,469,288
Finance Total	\$ 2,336,798	\$ (11,316)	\$ 2,325,482	\$ 2,469,288
Communications, Marketing & Recreation				
General Fund	\$ 1,948,791	\$ 540,238	\$ 2,489,029	\$ 2,419,059
Parks Development Fund	7,600,000	1,275,007	4,084,859	6,090,148
Library Development Fund	0	20,624	20,624	0
Community Events Fund	164,650	-	164,650	165,000
Communications, Marketing &	\$ 9,713,441	\$ 1,835,869	\$ 6,759,162	\$ 8,674,207
Development Services				
General Fund	\$ 3,102,206	\$ 236,024	\$ 3,338,230	\$ 3,534,044
Development Services Total	\$ 3,102,206	\$ 236,024	\$ 3,338,230	\$ 3,534,044
Public Works				
General Fund	\$ 5,573,326	\$ 419,939	\$ 5,993,265	\$ 6,887,374
HURF	5,484,051	294,210	5,778,261	5,651,257
Solid Waste Fund	2,948,531	160,800	3,109,331	3,371,202
LTAFF	-	-	-	-
Transportation Development Fund	26,161	(20,111)	6,050	-
Drainage & Transportation Fund	84,251,710	(7,119,662)	15,421,424	121,883,321
Public Works Total	\$ 98,283,779	\$ (6,264,824)	\$ 30,308,331	\$ 137,793,154
Workforce & Technology				
General Fund	\$ 3,127,351	\$ 530,428	\$ 3,657,779	\$ 4,082,656
Workforce & Technology Total	\$ 3,127,351	\$ 530,428	\$ 3,657,779	\$ 4,082,656
Economic Development				
General Fund	\$ 828,889	\$ 14,489	\$ 843,378	\$ 902,931
Municipal Town Center Fund	939,200	(34,427)	904,773	874,900
Horseshoe Park Fund	1,968,467	(466,136)	1,502,331	1,587,453
Economic Development Total	\$ 3,736,556	\$ (486,074)	\$ 3,250,482	\$ 3,365,284

Attachment: 2. Required State Budget Forms (Schedules A-G) (Tentative FY 20 Budget)

TOWN OF QUEEN CREEK
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
Emergency Management Services (EMS)				
Emergency Services Fund	\$ 17,877,120	\$ 334,616	\$ 18,211,736	\$ 20,209,170
Public Safety Development Fund	-	65,823	65,823	-
Fire Development Fund	-	335,385	335,385	-
EMS Total	\$ 17,877,120	\$ 735,824	\$ 18,612,944	\$ 20,209,170
Utilities Department				
Sewer Utility Fund	\$ 4,310,014	\$ 4,401	\$ 4,314,415	\$ 4,200,650
Sewer Capacity Fund	-	75,000	75,000	-
Sewer Capital Fund	26,523,143	2,866,116	29,389,259	38,559,409
Sewer Debt Fund	3,173,902	-	3,173,902	392,700
Carryforward Allowance	-	-	(20,321,164)	-
Water Operating Fund	16,866,892	70,769,842	87,636,734	72,543,299
Water Capacity Fund	-	105,213	105,213	-
Water Capital Fund	28,107,557	25,172,390	53,279,947	61,958,712
Water Debt Fund	5,627,224	-	5,627,224	58,374,865
Carryforward Allowance	-	-	(63,609,988)	-
Utilities Department Total	\$ 84,608,732	\$ 98,992,962	\$ 99,670,542	\$ 236,029,635
Centralized Services/General Operations				
General Fund	\$ 2,911,543	\$ 1,803,967	\$ 4,715,510	\$ 4,512,125
General CIP	7,156,657	1,502,508	1,688,391	10,970,774
Construction Sales Tax	772,758	(49,076)	723,682	317,900
Town Buildings & Vehicle Develop	-	6,156	6,156	-
Grants & Contingency Fund	2,000,000	-	0	2,000,000
Streetlight Improvement Districts	700,000	-	600,000	700,000
Special Assessments Fund	1,765,910	143,588	1,909,498	1,735,235
Debt Service Fund	7,802,886	-	7,802,886	9,894,201
Healthcare / Self-Insurance	3,754,683	-	3,754,683	4,160,101
Centralized Services/General Operations Total	\$ 26,864,437	\$ 3,407,143	\$ 21,200,806	\$ 34,290,336
Total All Departments	\$ 251,896,147	\$ 99,009,518	\$ 191,402,967	\$ 452,718,918

Attachment: 2. Required State Budget Forms (Schedules A-G) (Tentative FY 20 Budget)

**TOWN OF QUEEN CREEK
Full-Time Employees and Personnel Compensation
Fiscal Year 2020**

FUND	Full-Time Equivalent (FTE)	Employee Salaries and Hourly Costs	Retirement Costs	Healthcare Costs	Other Benefit Costs	Total Estimated Personnel Compensation
	2020	2020	2020	2020	2020	2020
GENERAL FUND						
Town Council	7.00	\$ 205,266	\$ -	\$ 69,765	\$ 46,189	= \$ 321,220
Town Manager	6.00	778,695	96,167	63,055	88,285	= 1,026,202
Town Clerk	2.00	195,597	23,652	13,028	16,365	= 248,642
Finance	16.20	1,490,249	177,782	152,107	129,080	= 1,949,218
Communications, Marketing & Rec	21.63	1,271,605	126,302	84,985	125,602	= 1,608,494
Development Services	26.58	2,228,164	262,807	297,925	238,653	= 3,027,549
Public Works	45.86	2,835,571	327,254	472,368	322,671	= 3,957,864
Workforce & Technology	11.40	1,121,260	133,282	115,116	97,738	= 1,467,396
Economic Development	4.10	444,874	53,902	37,852	40,168	= 576,796
Non-Departmental		-				= -
Total General Fund	140.77	\$ 10,571,281	\$ 1,201,148	\$ 1,306,201	\$ 1,104,751	= \$ 14,183,381
SPECIAL REVENUE FUNDS						
Emergency Services	65.00	\$ 6,168,452	\$ 746,703	\$ 733,606	\$ 751,897	= \$ 8,400,658
HPEC	7.00	517,610	57,012	64,646	66,031	= 705,299
HURF	18.00	1,131,121	123,751	195,149	133,586	= 1,583,607
Total Special Revenue Funds	90.00	\$ 7,817,183	\$ 927,466	\$ 993,401	\$ 951,514	= \$ 10,689,564
Capital Funds						
Drainage & Transportation	7.40	\$ 574,067	\$ 68,677	\$ 60,002	\$ 62,187	= \$ 764,933
ENTERPRISE FUNDS						
Sewer Utility Fund	7.50	\$ 461,413	\$ 52,982	\$ 81,165	\$ 56,490	= \$ 652,050
Water Fund	60.75	4,599,026	523,807	656,597	513,844	= 6,293,274
Solid Waste Fund	5.05	351,074	42,200	59,334	34,615	= 487,223
Total Enterprise Funds	73.30	\$ 5,411,513	\$ 618,989	\$ 797,096	\$ 604,949	= \$ 7,432,547
TOTAL ALL FUNDS	311.47	\$ 24,374,044	\$ 2,816,280	\$ 3,156,700	\$ 2,723,401	= \$ 33,070,425

Attachment 2. Required State Budget Forms (Schedules A-G) (Tentative FY 20 Budget)

TO: BUDGET COMMITTEE

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: SCOTT MCCARTY, FINANCE DIRECTOR

RE: FY 19-20 BUDGET COMMITTEE FOLLOW UP MEMO

DATE: April 22, 2019

During budget briefings with the Town Council, as well as during the Budget Committee Meeting on April 4, several questions and comments were raised regarding the FY 19-20 Town Manager’s Recommended Budget.

The intention of this memo to address those items for the benefit of the full Town Council.

1. What is the Ironwood Crossing Assessed Valuation that is now included in the Town’s property tax rolls?

The Ironwood Crossing annexed area is included in our new construction values for FY 19-20. The assessed valuation amount related to that annexation is \$27,069,929. This equates to \$528K in property tax for the Town.

2. What is the average change to Residential Assessed Valuations? What is the average change to a resident’s tax bill?

The average change to the residential classification of assessed valuations was 5%. At the maximum levy rate of \$1.95, the average Queen Creek portion of a residential property tax bill is increasing by \$22 annually. This change is exclusive of any changes to rates made by any other taxing jurisdictions, such as the school districts.

3. When the streetlight maintenance contract with SRP ends, what would the cost of contracting out that maintenance be rather than bringing it in-house?

Town staff does intend to contract out this maintenance once the SRP contract has expired. The basic cost is \$0.90 per pole each month for routine maintenance. All other costs are in addition to the routine maintenance costs (knock downs, ballast issues, dusk to dawn censor replacement, wiring issues, etc.). Therefore, staff is recommending \$120,000 for the contracted routine services.

Attachment: 3. FY 19-20 Budget Memo (Tentative FY 20 Budget)

4. There are additional funds allocated in the FY 19-20 budget for five additional speed feedback signs in the Traffic Division. How are placements of those determined? How does that program work?

Public Works is conducting a pilot program in an effort to reduce neighborhood speeding. Some speed feedback signs will be placed in areas that generate many resident complaints. These signs will be moved as needed based on these complaints. These signs are used prior to any formal speed study is conducted, since those studies are costly. We would anticipate the signs to remain in place anywhere from 3-4 months. But, because this is a pilot program, we do not have historical data to tell us how long they can remain up until people become complacent with the signs and start to ignore them.

5. Is it possible to delay constructing the Fire Resource and Skills Facility that is in the FY 19-20 budget to see how the new Gilbert Public Safety Training facility might be utilized by Queen Creek?

The Fire Resource and Skills Center that is included in next year's budget is a dual-purpose facility. The plan is to have a 10,000 square foot building, of which about 8,000 will be used for warehousing equipment necessary for our daily operations (the Resource portion of the building), and about 2,000 square feet for training purposes (the Skills portion of the building). The Fire Resource and Skills Center is included in the FY 19-20 budget at \$4M (\$3.4M for the Resource portion, and \$0.6M for the Skills Center portion). The funding for this building is split between the Operating Budget (\$1.1M) and Fire Impact Fees (\$2.9M).

The facility was originally included in the Infrastructure Improvement Plan to address storage needs; adding the additional square footage for a Skills Center is a cost-effective opportunity to address the need for dedicated training space for the Fire and Medical Department. Our current storage capacity is not meeting our current and future growth and needs to be addressed. Gilbert does not typically store equipment for us, but will for unusual circumstances - such as when we start receiving equipment related to the new ladder truck.

The remaining square footage in the new facility will be utilized as a skills center. The facility that Gilbert will be constructing is a training center, which is larger in scope than a skills center. A Training Center typically has a large tower to conduct burns and fire training evolution along with other large buildings to provide a wide array for fire and medical training. There is also more office and classroom space as part of a Training Center. Training Centers can hold fire academies and conduct larger scale fire training with multiple fire trucks and personnel due to the size of the venue; Skills Center typically cannot. While the proximity of the Gilbert training facility will have advantages for Queen Creek, the advantage of constructing our own Skills center is discussed below.

Preliminary discussions with Gilbert have taken place about the ability for Queen Creek to use their training center but nothing has been solidified contractually. This likely will not happen until around the time of the completion of their facility and Gilbert determines how usage agreements will work. Fire Training Centers are built with the priority of the agency who builds them; neighboring agencies will not have the same ability and freedom to use the facility as Gilbert Fire and Gilbert Police will. We hope to develop some partnership with Gilbert that defines a schedule for availability but at this time we do not know what level of commitment will be offered to Queen Creek. We feel that we will be able to conduct our fire academies and larger scale fire training at the Gilbert facility as part of the regional Automatic Aid partnerships. It is for the smaller, day-to-day training needs that we need to have a more viable option in order to serve our personnel and citizens best.

The Skills Center portion of the building will serve as a location where our fire personnel can conduct basic fire training by using open space and connecting to fire hydrants, extending fire hoses and training with ladders, to name a few examples. The key to this facility and concept is that space is needed daily and without having to schedule times with another fire agency in order to perform them. We would not have this kind of flexibility with the Gilbert Training Facility due to the amount of Gilbert public safety personnel who need to use their own facility.

Classroom and office space will be part of the new Resource/Skills center. Classroom space is one of the most sought after, hard to obtain spaces within a training center. Having classroom space to conduct fire and medical training for our personnel is part of the plan in hiring the Emergency Medical Service Specialist included in the FY 2019-20 budget. This facility will provide the office and classroom space necessary to conduct classes by both the new position, as well as our fire-training officers. This Skills Center, being in Queen Creek, will afford our fire personnel much better access to basic training and allow them to return to service quicker and limit the "out of service" time due to training.

Additional options related to this building are under consideration, and additional detail regarding financing implications will be provided separately once complete.

6. What are the details regarding the Fire Personal Protective Equipment (PPE) that's included in the budget?

The PPE included in the FY 19-20 budget are the firefighters' turnouts. A duplicate set for all firefighting personnel is included in the budget. This will allow the Fire Department to have turnouts cleaned and/or repaired as needed. Without this duplicate set, it is necessary to wait until the crew is between shifts to have these issues addressed.

7. Why is the PSPRS/MCSO pension reserve showing as a revenue? How does that work?

When Council approved establishing the MCSO/PSPRS pension reserve, that reserve became the resource for making the portion of the annual contract payment to MCSO that is identified as the unfunded pension portion of the PSPRS costs.

When the MCSO PSPRS rates are established each year, a portion of the rate is identified to pay down the total MCSO unfunded pension liability. The current MCSO PSPRS rate associated with the Town's law enforcement contract is 57.69%, of which 74% of the rate or 42.59% is to pay down the Sheriff's unfunded pension liability. For the Town, this amount equates to about \$1,650,000. By drawing down the pension reserve that the Town established for MCSO, that portion of the Town's payment to the Sheriff's office does not need to come from current revenues. The reserve is shown as a revenue in order to reflect that.

8. What were last year's healthcare costs (FY17-18)? How is the new year cost projected?

The healthcare fund encompasses major medical, dental, vision, disability insurance and life insurance. The majority of the expenses are related to medical claims. Premiums provide the funding to cover the cost of the medical claims. Premiums are set annually in January, based on the most recent 12 months of claims experience. Premiums are paid by both the Town and by the employees. Of the total medical premiums collected, in aggregate the Town is currently contributing 79%, and the employees are contributing 21%. This ratio of cost coverage is comparable to our benchmark cities and towns but the larger cities, it should be noted, typically have a greater employer contribution rate.

When premium rates were set for healthcare for FY 17-18, the projected annual costs for medical claims were \$2.1 million based on current plan membership utilization in January 2017. Taking into account new employee growth, Valley Schools (the trust which the Town is a member of), estimated the Town's medical claims expenses for FY 17-18 at \$2.2 million – which was right on target with the actuals for that year. All other costs were \$1.2 million, and include HSA funding, dental and vision insurance, and life/disability insurance premiums. The total actual costs for FY 17-18 were \$3.4 million.

The FY 18-19 budget for medical claims is \$2.6 million – and we are on target to spend \$2.5 million given our current claims activity. The budget for FY 19-20 includes projected medical claims costs of \$3.2 million, as well as other costs for health, dental, vision and administrative costs, for a total of annual budget of \$4.2 million, an increase of 11% over FY 18-19.

9. What is the budget associated with each of the positions on the position listing?

The position schedule located in the budget book appendix has been updated to include the budget associated with the positions in each department. The budget is for salary, retirement,

healthcare, dental, vision, social security, Medicare, life and disability insurances costs the Town pays.

10. What is the average salary of the new positions requested for FY 19-20?

The average salary for the eight new positions included in FY 19-20 is \$53,150.

11. What is the average employee turnover in the East Valley?

The average turnover is about 8.3% among the East Valley cities, excluding Queen Creek. Queen Creek has been averaging about a 6% annual turnover rate.

As of FY 2017 (as reported by Gilbert), the turnover by city is as follows:

Gilbert 11%

Tempe: 9%

Mesa: 8%

Chandler: 7%

Scottsdale: 6%

12. Can restrictions be placed on how the payment to Friends of Horseshoe Park is spent?

The current agreement with Friends of Horseshoe Park (FOHP) requires that the \$20,000 (paid in one lump sum within three weeks of the signing of the agreement) be used for direct Roots N' Boots event costs, and restricts the use of the money for items such as travel and accommodations for training conferences, compensation to FOHP Board Members, lobbying, and mileage reimbursement for travel related to the production of the event. The \$20,000 is paid back to the Town out of the net event revenues. This payment is required to be made no later than 120 days after the event. Council could direct staff to negotiate a new agreement with FOHP with guidance on new terms and conditions.

13. Did HPEC use all of their \$100K repair/replacement funding last year?

HPEC used all \$100K in FY 17-18 on the following items:

- Shed Row Barns, \$12K
- Park Audio Repairs: \$68K
- Tractor/Drag Repair and Replacement: \$14K
- Replacement Tables, Folding Chairs and Spider Boxes, \$6K

In FY 18-19 it is anticipated that all \$100K will be used on the following items:

Fiber repairs, power restoration to North Access Point in RV parking area, west driveway asphalt, and fire safety repairs

14. What are the details behind the HPEC Office lease

The lease in the budget is for a trailer that is used as a show office. The show office is a climate-controlled space for event coordinators to handle operations in a centralized location. The lease costs the Town \$5,200 annually. The terms of the lease are under a Cooperative Purchasing Network agreement, and are renewed annually. The current contract is up for renewal June 30, 2019.

15. Have there been any discussions with the Chamber of Commerce about reducing our annual payment? Is there a status update on this study?

In late 2013, the Town commissioned a review of the Chamber and its financial situation as it relates to the Town's financial contributions. The review was conducted by the Jack Camper Consulting Group (The Camper Report). The final report recommended that the Town pay the Chamber as a contracted vendor for key services, and for the Chamber to focus on increasing volunteer involvement, and increasing non-dues revenue opportunities (special events/sponsorships).

Since the 2013 report, the Chamber has significantly increased its volunteer involvement. The Chamber now has 13 ambassadors, 14 education committee members, 11 board members, and 4 general volunteers that work in the office. The increase in volunteers has allowed the Chamber to expand its program of work. In addition, membership levels and dues have also increased since the report was released.

Per the Economic Development Strategic Plan, there is an objective to continue to contract with the Queen Creek Chamber of Commerce to conduct business retention interviews, which is a vital component of a Business Retention & Expansion (BR&E) program. This, along with operating the Tourism Center, is a key service that the Chamber performs in exchange for the Town's annual payment and there has not been any discussion about reducing the annual payment. While The Camper Report called for cost-of-business annual increases to the agreement, the Town has kept the Chamber agreement at the \$75,000 limit. In the FY2019 Agreement, the Chamber also started paying \$250/month (\$3,000 annually) for the use of the Town's property for operation of the Chamber and Tourism Center.

16. Is there an update on the progress of the Boys and Girls Club Capital Plan?

The Boys and Girls Club has been making recent progress in their capital campaign. They have a new CEO who is very business-oriented and future-minded. Currently, they are working on short-term capital improvements to the building they occupy. This includes applying for grant funds and searching out donations (in-kind and cash) to make improvements to the current building with the goal of increasing the numbers of kids they can serve. For the long term planning, there may be the potential for the Town and B&GC to co-build a shared building at the East Park site in the future. If such an agreement were to be made, they would embark

on a process to gather information, get donors, participate in design, and then help fund a co-built building.

We look forward to discussing these items further with you at the meeting. Please let us know if you have any questions.

Queen Creek Fire and Medical Department: Resource Building and Skills Center White Paper and Options

Purpose and Vision

The Queen Creek Fire and Medical Department places a very high priority on being responsive to the community we serve; this is our primary purpose as emergency responders. An important component in a response to emergencies is having highly trained firefighters who can address and solve problems. The proposed construction of a Resource Building/Skills Center addresses these priorities and is why this recommendation has come forward for consideration. Having a facility in Queen Creek enables us to acquire training locally rather than sending fire trucks and personnel out of town for training while also improving both fire and medical training needed now and in the future.

Background

From 2008 until 2016 the Queen Creek Fire and Medical Department operated fire personnel out of two fire stations along with an administrative staff totaling approximately thirty-five people. In 2016 a third fire station was built and a fourth fire station was added in 2019. Between 2008 and 2019 a 45% increase in staffing has taken place. The Fire Master Plan Study completed in 2015 predicted a five-station build-out plan to serve Queen Creek. An updated Fire Master Plan will be completed in 2020 and with the annexations taking place the total number of fire stations needed to serve Queen Creek will most likely increase. However, in anticipation of the pending state lands annexation and likely extended development of the state lands over a 20 year horizon, we consider the Fire Resource and Skills Building meeting the needs of the original built out 5-station plan.

When the planning for Fire Station 4 was occurring, there was originally enough acreage at that site to accommodate both a first station as well as a Resource Center. However, due to drainage placement it was determined that the site was not conducive to locate both facilities. That is when the Field Operations Facility site was identified as a viable location for the Resource Center. Based on the upcoming construction of Station 4, and in an effort to pace the construction needs realistically over the next 5 years, the Resource Center was recommended as part of the FY19/20 budget.

The original plan for the Resource Center was an 8,000 square foot building for the storage of supplies and the placement of support equipment for maintaining emergency services for Queen Creek at an estimated cost of \$3.4 million. Today, an 800 square foot storage building for supplies is utilized and is the same size building used since 2008. No support equipment can be placed in this building, only warehoused supplies that can be placed on shelves and only a portion of our warehouse supplies can be stored in the 800 square foot building. The Fire Department storage issue will need a permanent solution by the time Fire Station 5 is constructed, which is currently scheduled for FY 22/23.

After fire staff conceptualized a Resource Building the plan was amended to add approximately 2,000 square feet to include space for fire crews to have a “clean” classroom, “dirty” classroom” and outdoor space that can all be used for training and education following a Skills Center model. The FY19/20 budget recommendation was adjusted to include the Resource/Skills center as a 10,000 square foot, dual purpose facility, at a cost of \$4 million (an increase of \$0.6 million). It was just discovered that Impact Fees cannot be used for training facilities, including classroom space. Therefore, the original estimate of the Operating Budget funding \$1.1M and Impact Fees funding \$2.9M needs to be adjusted. The corrected funding is \$1.5M from the Operating Budget and \$2.5M from Impact Fees, for a total of \$4M.

The breakdown of the square footage is as follows: 5000 square feet for warehouse storage, 1000 square feet for reserve fire truck storage, 800 square feet to accommodate SCBA maintenance, turnout

maintenance and radio maintenance, 500 square feet for 3-4 offices, a 1200 square foot “dirty” classroom, 600 square foot “clean” classroom, and the remainder of the square footage will be for support functions of the building, restrooms, etc.

Training Center versus Skills Center

It is important to distinguish the difference between a fire training center and a fire skills center. The size of the campus, or venue, and the type of training that can be offered are the two primary differences. A training center has the capacity to handle multiple agencies, usually fire and police departments share a facility, outside space, classrooms, training props and enough staff to operate the facility as a full-time operation. A skills center is a much smaller facility used by one public safety agency where minimal training opportunities exist due to the space available and the facility may have a very small staff, or none at all as part of the operation. Due to a skills center only servicing one agency the ability to perform impromptu fire training that does not require prior scheduling is much more feasible when compared to a training center. “No Appointment Necessary” training lends itself to providing more opportunities for personnel to acquire training.

Currently, the model used in the Phoenix Region is for some cities and towns to construct training centers and there are around six training centers in use today. Queen Creek Fire and Medical uses the Mesa Training Center for those times when we participate in regional training, large-scale training events, fire academies, etc. Gilbert Fire and Rescue has operated a skills center for many years but will now be constructing a training center that will be shared with Gilbert Police. Based on the geographical location of the Gilbert Training Center there does not appear to be any need for Queen Creek to consider building a training center. Gilbert has stated that Queen Creek would be able to use their facility for regional training, large-scale training and fire academies under some formal agreement between the two agencies. Queen Creek does fit the model when considering the benefits of a skills center to meet current and future needs while effectively and efficiently training our members to serve the community.

Efficiencies/Quality Control

By combining two vital components to support fire operations, training and resource management, into one building we not only recognize and respond to the need but are cognizant of money spent on the proposed project.

An enhanced focus on all types of training exists due to 50% of our firefighters having no more than two years on job, we have promoted personnel and over 60% of our Engineers, Captains and Battalion Chiefs are in new positions.

Each firefighter is required to complete 60 hours per quarter of fire training; both the National Fire Protection Association and the Insurance Services Office uses training hours to validate a fire department and as part of the rating criteria in determining the Public Protection Class. Quarterly Training participation at Mesa Training Center gives us 4 hours for each firefighter. The remaining hours need to come from other sources. A skills center would provide us with a facility to provide the additional hours of training without sending fire trucks out of town to acquire the training.

Each paramedic is required to complete 96 hours of continuing education every two years and each EMT is required to complete 40 hours every two years in order to maintain a certification through the Arizona Department of Health Services. With a skills center and hiring the EMS Specialist we would improve our consistency of training by providing this “in-house”. By outsourcing, we are not able to send all crews to same training location with same instructors.

Fire trucks have potential of remaining “in service” during some training evolutions under the skills center model, thus improving service delivery to citizens.

Operations and Maintenance costs to travel to Mesa Training Center (other than Quarterly Training) based on the first quarter usage of 2019 would total \$9504 annually. Comparatively, a QC Skills Center would have a cost of \$1,296 annually. There is a 44 mile round trip to Mesa that takes 62 minutes. Round trip to QC Skills is 6 miles and takes 16 minutes round trip. This data points out the benefit of having fire trucks and personnel remain in Queen Creek for better customer service delivery.

In order to meet requirements for firefighters to complete fire training, Queen Creek personnel are finding locations that have open space to conduct training. Parking lots located on private property are chosen but create a liability in their use and concerns surrounding mixing training evolutions conducted with businesses operating. A skills center offers a safe location to perform fire training.

The Business Plan developed by the Town of Gilbert for the Gilbert Training Center states a 91% capacity will be realized the day the center opens with just Gilbert Police and Gilbert Fire & Rescue using the facility, no outside agencies are a part of that assessment. We will have no problem being included in some Quarterly Training sessions (four hours per firefighter per quarter) but it is the additional training hours needed that are in question and need to be completed. No formal agreement is in place today to describe the relationship but we anticipate one before the training center opens.

The Gilbert Training Center will not be completed for another two years and it will take more time to determine if our training needs can be met by using the Gilbert Training Center; perhaps another year. Meanwhile, the Skills Center and Resource Building in Queen Creek could have been put to valuable use.

Alternatives

The following is a list of alternatives to including the dual purpose Resource and Skills Center Building project in the FY 19/20 budget at \$4M.

Option A: Delay Fire Resource Building to a future year and re-evaluate need(s) annually. This is the staff recommended alternative option should the primary recommendation of full funding for the Resource and Skills Center be removed from the FY19/20 budget. Staff would recommend moving the project to a future year and re-evaluating it on an annual basis within the next 5 years so as not to cost the Town additional resources beyond what is currently programmed in the Fire Infrastructure Improvement Plan, with the goal of having a permanent solution by the time Fire Station 5 is constructed. This could include the possible use of the old Fire Station #1 Bay for reserve apparatus storage plus install necessary utilities infrastructure for outdoor training needs at the Field Operations Facility.

Cost Summary for FY19/20 Budget: Operating Budget \$.3M for pavement and utilities infrastructure at Field Operations Facility.

Option B: Reprogram the CIP delaying construction of the Resource and Skills Center Building to FY20/21 (or later in the 5-year plan) and Utilize old Fire Station #1 for interim storage.

Remodel old Fire Station #1 to accommodate storage needs, add outdoor training infrastructure at Field Ops Facility and use existing town buildings for classroom training. Cost for FY19/20 to remodel old Fire Station #1, create outdoor training infrastructure at Field Ops Facility is estimated at \$500K. Repurpose the old Fire Station #1 located at 22407 S. Ellsworth Road as a Resource Building only, not a dual-purpose building that includes a Skills Center. This building could be used for the storage and warehousing of fire department goods and equipment based on the available square footage of both the interior space and the apparatus truck bays dedicated solely for the use of the fire department. The

interior space of the old fire station would not equal the 8000 square feet proposed as part of the new building and that is why we would request the entire interior and apparatus bay space. The square footage of interior space of the old Fire Station #1 is 2885 and the apparatus bay is 2400. The old fire station is not conducive for use as a Skills Center. There would be no classroom space available in this building as it would be used for storage and equipment used to support the fire department. There is no outside space that can be utilized for proper training, no fire hydrants on site and an asphalt area that is dedicated for parking and public use and not to be used for the placement of training props or hose line deployment training. The conference/training room and one office that will be constructed along with the Fire Station #4 project could be used for fire and medical training and an office for the EMS Specialist. The conference room space built into Fire Station #4 was not intended to support full fire and medical training and as such may impact other users of this space. We estimate that our fire crews will need approximately eighty hours a month of classroom training for medical and fire training. Fire training props that would typically accompany a Skills Center could be placed at the Field Operation Facility along with asphalt outside training space with fire hydrants to conduct fire response related training evolutions. This would allow the department to evaluate a training partnership with Gilbert after their training center opens in two years. As previously mentioned, the Gilbert Training Center will be at near capacity for Gilbert's needs and the center will not be able to accommodate our departments regular and frequent outdoor skills training needs, hence the recommendation for infrastructure at the Field Operations Center.

Cost Summary for FY 19/20 Budget: \$0.5M; \$4.M in FY 20/21 (or later) for a total cost of \$4.5M (A short term reduction of \$3.2M, but a long term increase of \$0.5M)

- **Operating Budget \$0.5M Budget/Funding for Option A in FY 19/20**
- **Operating Budget \$3.2M for Funding in FY 20/21 (or later)**
- **Fire Impact Fees \$0.8M* for Funding in FY 20/21 (or later)**

*This option has the potential to have substantial effects to the operating budget and the impact fees currently under consideration. A portion of statute that governs what is eligible for impact fee funding indicates that impact fees cannot be used to fund a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality. By using old Fire Station #1 for storage, when the new Resource Center is built, that portion of square footage of the new facility that is equivalent to the square footage used from Station #1 will not be eligible to be funded with impact fees. That means that only about 34% of the new facility could be included in the impact fee calculation. This would result in an estimated increase to the Operating Budget responsibility of about \$2.2M. **Given the additional cost and obligations to the Operating Budget associated with this option, staff does not consider this a viable option.**

Option C: Modify Resource and Skills Building in the FY 19/20 budget. This option removes the Skills Center square footage from the dual-purpose building concept and only construct a Resource Building at 8000 square feet plus Infrastructure at Field Ops Facility. Cost of just a Resource Building model would be \$3.4M plus \$300K for infrastructure at Field Ops Facility. This option would allow the Resource Building to be constructed with future expansion to include a Skills Center. This option would follow the same methodology of using Fire Station #4 to conduct both fire and medical classroom training and with the hope that the Gilbert Training Center would be able to support Queen Creek in conducting "no appointment necessary" practical skills training at their facility. The down side to this option is that on-going required training exists today and if Gilbert is not able to support Queen Creek in the types of training needed we jeopardize having safe, proper outside training space and potential cost increases by delaying the project. This option could also be selected with the addition of constructing outside training space at the Field Operations Facility in case Gilbert is not able to support "no appointment necessary" training. This would include the ability to train with hose lines, vehicle extrication, roof ventilation, etc. until a Skills Center can be added to the Resource Building.

Cost Summary for FY19/20 Budget: \$3.7M, a reduction of \$0.3M

- **Operating Budget \$1.2M**
- **Fire Impact Fees \$2.5M**
- **Cost of future expansion for Skills Center: TBD, likelihood to cost more than the \$0.3M in FY 19/20 ‘savings’**

This option does not affect impact fees and has short-term savings to Operating Budget of \$0.3M.

Option D: Repurpose modular(s) at FS#2 in FY 21/22 and FS #5 in FY23/24 (delaying the Fire Resource and Skills Center indefinitely). Once Fire Station #2 and Fire Station #5 become permanent facilities we would re-purpose the two modular buildings and the fire apparatus bay attached to Fire Station #2 as a Resource Building and fire apparatus storage. These would be relocated to the Field Operations Facility. An estimate on relocating all three structures to the Field Operations Facility would be \$100K. This option places a significant delay in establishing a Resource Building as the time line for construction of Fire Station #2 is in FY 20/21, Fire Station #5 is in FY 22/23. Each modular building is 1400 square feet giving a total of 2800 square feet for a Resource Building along with a 2000 square feet apparatus bay once all structures are on site. As with Option B, Fire Station #4 would be used for classroom, office space and the Field Operations Facility would be used for outside training space with the same costs described. Summary Cost for FY19/20: \$300K plus the continued use of the existing 800 square foot climate controlled building on the municipal campus; Future Costs of \$100K for relocation of modular for total cost of \$400K

Cost Summary for FY 19/20 Budget: \$0.3M (a reduction of \$3.7M)

- **Operating Budget: \$0.3M**
- **Fire Impact Fees: \$0M**
- **Future Relocation Costs: \$0.1M, all paid for from the Operating Budget**

This option reduces impact fees by about \$46 per single family home. It also removes the ability to include this equivalent square footage in future impact fees, similar to Option A. **Given the long-term storage issues that need to be addressed and the potential future burden placed on the Operating Budget, staff does not consider this a viable option.**

Summary

Training is an on-going requirement for the Queen Creek Fire and Medical Department and becomes more challenging as the department grows. Today, our personnel are meeting the need for fire and medical related training hours but this process could be more safe and efficient to Queen Creek with the addition of a Skills Center. Additionally, the same issues exist when considering the Resource Building part of our operations. An 800 square foot building used today is inadequate for the needs of a growing fire department. It is the recommendation of the Queen Creek Fire and Medical Department that the Resource Building/Skills Center remain in the FY19/20 budget consideration process.

Attachment: Resource Building Skills Center Options White Paper (Tentative FY 20 Budget)