



**AMENDED AGENDA**  
**Town Council Regular Session**  
Community Chambers, 20727 E. Civic Parkway  
March 2, 2022  
6:30 PM

*Pursuant to A.R.S. §§ 38-431.02 and 38-431.03, notice is hereby given to the members of the Town Council and 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 A.R.S. § 38-431.03(A)(3).*

*The public can continue to watch the meeting live streamed at [QueenCreek.org/WatchMeetings](https://www.queen-creek.org/WatchMeetings) by selecting “video” next to the applicable meeting (once the meeting begins) or by visiting the Town’s Ustream account at <https://video.ibm.com/councilmeeting>.*

*Public comment: In addition to attending in-person, there are two options for residents to submit public comment for the March 2, 2022 Town Council meeting:*

- *Email: Submit a comment to [PublicComment@QueenCreekAZ.gov](mailto:PublicComment@QueenCreekAZ.gov). Every email received will be entered into the official record. Please include your name, address, comment and note if your comment is for call to the public.*
- *WebEx Online Meeting: Using a computer, tablet or smartphone, log into the meeting through WebEx (LINK) and provide a public comment. To participate, register with your name, address and comment. View detailed at [QueenCreek.org/WatchMeetings](https://www.queen-creek.org/WatchMeetings).*

*Comments without identifying name and address will not be read or submitted as part of the written record.*

*The Mayor or other presiding officer at the meeting may change the order of Agenda Items and/or take items on the Agenda in an order they determine is appropriate. Some members of the Town Council and staff may attend electronically.*

- 1. Call to Order:**
- 2. Roll Call:** *(Members of the Town Council may attend electronically and/or telephonically)*
- 3. Pledge of Allegiance:**
- 4. Invocation/Moment of Silence:**
- 5. Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
  - A. ALA Queen Creek High School Concert Choir *(Performing the Star Spangled Banner and The Battle Hymn of the Republic)*

**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)
  - 1. Economic Development Commission (February 23, 2022)

**7. Public Comments:** *Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please address the Town Council by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to [PublicComment@queencreek.org](mailto:PublicComment@queencreek.org) by 6:30 p.m. on March 2, 2022 (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record). The Town Council may not discuss or take action on any issue raised during public comment until a later meeting. Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

**8. 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 Town 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 the February 16, 2022 Minutes.
- B. Consideration and possible approval of Expenditures over \$25,000. (FY 21/22 Budgeted Items)
  - 1. Arcosa Aggregates dba SW Rocks - Concrete Sand for Cutting Events: \$50,000 (HPEC)
  - 2. Fleet Fueling - Town-Wide Fuel Purchase: \$125,000 (Town-Wide)
  - 3. Horrocks - Contract Administration and Inspection Services: \$274,000 (CIP)
- C. Consideration and possible approval of the appointment of Leah Gumm to the Planning and Zoning Commission.
- D. Consideration and possible approval of an Intergovernmental Agreement between the Queen Creek School District and The Town of Queen Creek for the construction of a traffic signal at the intersection of Gary Road and Grange Parkway in an amount estimated at \$650,000. (This is an FY 2021/22 Budgeted Item that includes funding from the Town in the amount of \$150,000; \$100,000 from QCUSD; \$250,000 from Pinal County; and \$150,000 from the Harvest/Developer)
- E. Consideration and possible approval of a Professional Services Project Order with Stanley Consultants Inc. for the engineering design to widen and improve Germann Road from Meridian Road to Kenworthy Road (CIP Project A2025) in an amount not to exceed \$801,507 and the necessary budget adjustments.



- F. Consideration and possible approval of a Professional Services Project Order with Stantec Consultancy Services, Inc. in an amount not to exceed \$664,780 for engineering design services for Power Road from Chandler Heights Road to Riggs Road, CIP Project A1405. (This is an FY 2021/22 Budgeted Item)
- G. Consideration and possible approval of a Cooperative Purchase Agreement with Sentinel Technologies, Inc for the purchase of services and equipment in the amount not to exceed \$350,000 to facilitate real-time monitoring, alerting, consulting, and management of critical systems. This solution will include an annual software maintenance agreement with Sentinel Technologies, Inc., renewable on an annual basis. (FY2021/22 Budgeted Items)
- H. Consideration and possible approval of Delegation Resolution 1386-21 Amendment 3 authorizing and directing the Town Manager and/or Department Director to take any and all action necessary; and to sign any and all documents, contracts, or agreements for roadway construction, additional construction related services, and right-of-way costs for CIP Project A1505 Meridian Road: Cherrywood Drive to Combs Road and CIP Project A1507 Meridian Road: Queen Creek Road to Germann Road in an amount not to exceed \$3,171,306 and necessary budget adjustments to fully fund the project.
- I. Consideration and possible approval of Resolution No. 1445-22 designating the Primary Election and General Election Dates and purposes of the elections; designating the deadlines for voter registration; designating the place and last date for candidates to file nomination petitions; identifying propositions; and authorizing the Town Clerk to enter into an Intergovernmental Agreement with the Maricopa County and Pinal County Elections Department for Election and Voter Registration services. – *New Item*
- J. Consideration and possible approval of Resolution 1446-22 proposing a permanent adjustment to the 1979-80 base expenditure limitation of the Town of Queen Creek to be submitted to the voters of the Town of Queen Creek at the Primary Election on August 2, 2022. – *New Item*
- K. Consideration and possible approval of Resolution No. 1447-22 granting of a franchise with Southwest Gas Corporation beneficial for the Town of Queen Creek and ordering that at the Primary Election to be held on August 2, 2022 there shall be submit to the voters of the Town of Queen Creek the questions as to whether or not said franchise shall be granted to Southwest Gas Corporation. – *New Item*
- L. Consideration and possible approval of Resolution No. 1448-22 authorizing the Mayor, Town Manager, Town Clerk and Town Attorney to enter into Intergovernmental Agreements with Maricopa County and Pinal County for 2022 election and voter registration services. – *New Item*

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

- A. Presentation and update by J. Brian O'Neill, Executive Director of the Phoenix-Mesa Gateway Airport.

**10. 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. Please address the Town Council on any items on the Public Hearing Consent Agenda by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to [PublicComment@queencreek.org](mailto:PublicComment@queencreek.org) (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at [QueenCreek.org/WatchMeetings](http://QueenCreek.org/WatchMeetings)). Speakers are limited to*

three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.

A. None.

**11. Public Hearings:** *If you wish to speak to the Town Council on any of the items listed as a Public Hearing, please address the Town Council by sending an email to [PublicComment@queencreek.org](mailto:PublicComment@queencreek.org) (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at [QueenCreek.org/WatchMeetings](http://QueenCreek.org/WatchMeetings)). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

A. Public Hearing and possible action on P22-0009 The Knotty Barn at Rockin R Farms Conditional Use Permit, a request by Ralph Pew, Pew & Lake, PLC, for a Conditional Use Permit for Public Assembly and Outdoor Recreation and Events, located at the southwest corner of 204<sup>th</sup> Street and Superstition Drive.

**12. Final Action:** *If you wish to speak to the Town Council on any of the items listed under Final Action Please address the Town Council by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to [PublicComment@queencreek.org](mailto:PublicComment@queencreek.org) (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at [QueenCreek.org/WatchMeetings](http://QueenCreek.org/WatchMeetings)). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

A. None.

**13. Adjournment:**

Pursuant to ARS 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, Maria Gonzalez, do hereby certify that I caused to be posted this 1<sup>st</sup> day of March, the Agenda for the March 2, 2022 Regular and Possible Executive Session of the Queen Creek Town Council at Town Hall and on the Town's website at [www.QueenCreekAZ.gov](http://www.QueenCreekAZ.gov).

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Maria E. Gonzalez, CMC  
Town Clerk

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.

# Council Committee Reports



- 02/17 – Valley Metro Board Meeting (Brown)
- 02/18 – North Pinal County Leadership Roundtable (Barney)
- 02/19 – International Mother Language Day Community Celebration (Benning)
- 02/22 – Gateway Airport Triennial Exercise (Brown)
- 02/22 – Queen Creek Unified School District Business Partner Breakfast (Oliphant, Wheatley)
- 02/23 – Maricopa Association of Governments Regional Council Meeting (Brown)
- 02/23 – Central Arizona Governments/Sun Corridor Metropolitan Planning Organization Legislative Day (Benning)
- 02/23 – Economic Development Commission Meeting (Wheatley)
- 02/25 & 02/26 – Town Council Strategic Planning Session (Barney, Benning, Brown, Martineau, Oliphant, Turley, Wheatley)



TOWN OF  
**QUEEN CREEK**  
ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** JOHN KROSS ICMA-CM, TOWN MANAGER  
**FROM:** MARIA GONZALEZ CMC, TOWN CLERK  
**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE FEBRUARY 16, 2022  
REGULAR SESSION MINUTES.  
**DATE:** March 2, 2022

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**Suggested Action:**

To approve the draft minutes as presented.

**Alternatives:**

Council can request revisions to be made to the draft minutes and approve with revisions or continue to a future meeting.

**Attachment(s):**

1. [Draft Minutes 02-16-22.pdf](#)



## Minutes

### Town Council Regular Session

Community Chambers, 20727 E. Civic Parkway

Wednesday, February 16, 2022

4:45 PM

1) **Call to Order:**

2) **Roll Call:**

**PRESENT:**

Gail Barney, Mayor

Jeff Brown, Vice Mayor

Robin Benning, Council Member

Leah Martineau, Council Member

Dawn Oliphant, Council Member

Julia Wheatley, Council Member

**ABSENT:**

Emilena Turley, Council Member

3) **Pledge of Allegiance:**

4) **Invocation/Moment of Silence:**

A moment of silence was held for first responders and men and women in uniform and our local deputies and future police officers that are keeping our country safe.

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

A. Recognition of Police Professional Staff

Queen Creek Police Chief Randy Brice recognized the following QCPD professional staff for their efforts to help get the department established and up and running in a short period of time: Kaileigh Wright, Crime & Intelligence Analyst, Robyn Hall, Police Records Supervisor, Tina Brinkman, Sr. Administrative Assistant, Jaclyn Thurmond, Crime Scene/Evidence Specialist, Ben Lau, Police Records Specialist, Mallory Withers, Police Records Specialist, Ashanti Netsanet, Police Support Specialist, and Rachel O'Connor, Police Support Specialist.

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)

1. Transportation Advisory Committee Report (February 4, 2022)

Vice Chair Bob Adolfson delivered the report. The committee heard presentations from Public Works Director Mohamed Youseff on the Pinal County/Queen Creek Small Area Transportation Study and State Route 24 progress. Brad Novacek, CIP Project Manager reported on the CIP Program and provided regional updates. Marshall Riegel, Traffic Engineer presented on MAG Grants and reported \$3.3M in funding for Queen Creek.

7) **Public Comments:**


Mr. Jeffrey Comianni, 22251 E Stone Crest Court, Queen Creek expressed safety concerns on the public parking of oversized vehicles. Mayor Barney directed staff to follow up with Mr. Comianni.

8) **Consent Agenda:**

8.A) Consideration and possible approval of the February 2, 2022 Regular Session minutes.

**Department:** Town Clerk's Office


Staff Report 

Draft Minutes 02-02-22.pdf 

8.B) Consideration and possible approval of Expenditures over \$25,000. (FY 21/22 Budgeted Items)

**Department:** Finance


Staff Report 


February 16, 2022 Expenditures over \$25k.pdf 

8.C) Consideration and possible approval of the appointment of Aric Bopp and Nate Knight and the reappointment of Perry Berry, Nancy Hormann, Shane Randall, Grant Tayrien, Marc Valenzuela and Brent White to the Economic Development Commission.

**Department:** Economic Development

Staff Report 

Updated Notice of Interest forms for the recommended appointments and reappointments 

Copy of the bylaws for the Economic Development Commission 


8.D) Consideration and possible approval of an Intergovernmental Agreement between the Flood Control District of Maricopa County and The Town of Queen Creek for the acquisition of real property at the southwest corner of Ellsworth Road and the Queen Creek Road alignment in an amount not to exceed \$500. (FY 22 Budgeted Item)

**Department:** Capital Improvement Projects

Staff Report 



SITE MAP LOCATION 

LEGAL DESCRIPTION 

IGA with Flood Control District 

- 8.E) Consideration and possible approval of an Intergovernmental Agreement between Pinal County and the Town of Queen Creek for the construction of a traffic signal at the intersection of Gary Road and Grange Parkway in an amount estimated at \$650,000, and the necessary budget adjustments. (This is not a FY 22 Budgeted Item)

**Department:** Capital Improvement Projects

Staff Report 

SITE MAP LOCATION 

IGA Pinal County - Gary Road & Grange Parkway Traffic Signal 

- 8.F) Consideration and possible approval of a one-year On-Call Professional Services Contracts for Construction Management Services with up to four possible one-year renewals with Consultant Engineering, Inc.; Civil Solutions Engineering & Management, LLC; Entellus, Inc.; Kimley-Horn and Associates, Inc.; Ritock-Powell & Associates; and Tristar Engineering & Management, Inc.

**Department:** Capital Improvement Projects

Staff Report 

ON-CALL CONTRACTS-CONSTRUCTION MANAGEMENT 

- 8.G) Consideration and possible approval of a one-year On-Call Professional Services Contracts for Geotechnical Engineering Services with up to four possible one-year renewals, with ACS Services, LLC; ATEK Engineering Consultants, LLC; Ninyo & Moore Geotechnical and Environmental Sciences Consultants; Speedie & Associates, Inc.

**Department:** Capital Improvement Projects

Staff Report 

ON-CALL PROFESSIONAL SERVICE CONTRACTS 

- 8.H) Consideration and possible approval of a one-year On-Call Professional Services Contracts for Roadway Improvement Projects with up to four possible one-year renewals, with EPS Group, Inc.; Kimley-Horn and Associates; Ritoch-Powell and Associates; Stanley Consulting; Stantec; and TY Lin International.

**Department:** Capital Improvement Projects

Staff Report 

ON-CALL CONTRACTS-ROADWAY IMPROVEMENTS 

- 8.I) Consideration and possible approval of a one-year On-Call Professional Services contract for Traffic Engineering Services, with up to four possible one-year renewals, with EPS Group, Inc.; Kimley-Horn and Associates; Lee Engineering; Wood Environment & Infrastructure Solutions, Inc.; Y2K Engineering, LLC.

**Department:** Capital Improvement Projects

Staff Report 

CONTRACTS TRAFFIC ENGINEERING 

- 8.J) Consideration and possible approval of a one-year On-Call Professional Services Contracts for Transportation Planning Services with up to four possible one-year renewals, with Burgess & Niple; Kimley-Horn and Associates; Michael Baker International; and Wood Environment & Infrastructure Solutions, Inc.

**Department:** Capital Improvement Projects


Staff Report 


ON-CALL CONTRACTS TRANSPORTATION PLANNING 

- 8.K) Consideration and possible approval of Delegation Resolution #1443-22 authorizing and directing the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to the investigation and design of the Rittenhouse and Union Pacific Rail Road (UPRR) sanitary sewer crossing remediation project in an amount not to exceed \$200,000, and the necessary budget adjustments. (this is not a FY 22 budgeted item).

**Department:** Capital Improvement Projects

Staff Report 


DR 1443-22 Location Map.pdf 

DR1443-22.pdf 

- 8.L) Consideration and possible approval of Ordinance 781-22 amending the Queen Creek Town Code Chapter 2 Mayor and Council, Article 2-6 Ordinances, Resolutions and Contracts, Section 2-6-8 Posting Required, to establish one physical posting location for public notice of ordinances imposing a penalty, fine, forfeiture, or other punishment.

**Department:** Town Clerk's Office

Staff Report 

Ordinance 781-22 

<b>MOTION:</b>	<b>To approve To approve the Consent Agenda.</b>
<b>RESULT:</b>	<b>Approved unanimously (6-0)</b>
<b>MOVER:</b>	Julia Wheatley, Council Member
<b>SECONDER:</b>	Dawn Oliphant, Council Member
<b>AYES:</b>	Gail Barney, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Dawn Oliphant, Council Member, Julia Wheatley, Council Member
<b>ABSENT:</b>	Emilena Turley, Council Member

- 9) **Public Hearing Consent Agenda: None.**

**10) Public Hearings: None.**

**11) Items for Discussion:**

11.A) Presentation - Small Area Transportation Study.

**Department:** Public Works

Public Works Director Mohamed Youseff reported on the Small Area Transportation Study done in partnership with Pinal County. He said the study will address the impact of potential growth in terms of roadway improvements. Mr. Youseff gave an overview of the study area; population estimates; traffic volume and levels of service. He said there is exponential growth in the study areas and it would result in gridlock if nothing was done.

Mr. Youseff briefly outlined the Pinal County Proposal, a concept to construct a road from Ironwood to US60 (Pinal Parkway/Expressway). He said the parkway would relieve traffic and change the whole dynamic for Queen Creek. The concept would require approval of Arizona State Land Department as the landowner.

Council had questions on the timeline and amount of lanes for the proposed parkway. Mr. Youseff said it should be built by 2025 and is proposed to have two lanes in each direction with exits at Ocotillo and Germann, but said the dynamics could change.

Governmental Relations Manager Heather Wilkey addressed Council on the steps involved for this project, including the State Route 24 portion, and the involvement of the legislative delegation to assist with funding.

11.B) Overview of the American Rescue Plan Act (ARPA) Funding.

**Department:** Finance

Staff Report 

Presentation 

Deputy Finance Director Dan Olsen presented an overview of the ARPA, which is a federal program started one year ago in response to impacts from Covid. He said funding is based on population and there is guidance on how monies can be spent. Mr. Olsen outlined the four main categories where money can be spent. He provided recommendations on how Queen Creek might use the funding with a focus on prioritizing public safety.

Council concurred with the recommendations and said they appreciate the local control.

11.C) Comprehensive classification, compensation and performance management update.

**Department:** Town Manager's Office

Staff Report 

Logic Compensation Group draft powerpoint presentation. 

Assistant Town Manager Bruce Gardner introduced Lori Messer of Logic Compensation Group.

Ms. Messer provided a high-level overview and key objectives on the classification study; job evaluation study; the compensation study and performance management. She explained how results were validated and said the Town’s market index alignment levels are in the ideal range.

Mr. Gardner presented the recommendations and proposed implementation cost to Council and said the process should be concluded by the end of March.

**12) Final Action: None.**

**13) Adjournment:**

ATTEST:

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Maria E. Gonzalez, Town Clerk  
TOWN OF QUEEN CREEK

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Gail Barney, Mayor

I, Maria E. Gonzalez, do hereby certify that to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Town Council Regular Session Minutes of the February 16, 2022 Town Council Regular Session of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

Passed and approved on: \_\_\_\_\_



TOWN OF  
**QUEEN CREEK**  
ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** JOHN KROSS ICMA-CM, TOWN MANAGER  
**FROM:** MELISSA BAUER, PROCUREMENT MANAGER  
**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF EXPENDITURES OVER \$25,000.  
(FY 21/22 BUDGETED ITEMS)  
**DATE:** March 2, 2022

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**Suggested Action:**

To approve the Expenditures \$25,000 and over.

**Discussion:**

The following items being request are:

1. Arcosa Aggregates dba SW Rocks - Concrete Sand for Cutting Events: \$50,000 (HPEC)
2. Fleet Fueling - Town-Wide Fuel Purchase: \$125,000 (Town-Wide)
3. Horrocks - Contract Administration and Inspection Services: \$274,000 (CIP)

**Fiscal Impact:**

The fiscal impact of the requested spending authority for the above expenditures is \$449,000. Funds have been identified within the line item budget as approved in the FY22 budget or subsequently approved by Council.

**Attachment(s):**

1. [March 2, 2022 Expenditures over \\$25k.pdf](#)

**Attachment: Expenditures \$25,000 and Over  
Budgeted in Fiscal Year 21/22  
March 2, 2022**

<b>Item #</b>	<b>Vendor(s)</b>	<b>Description</b>	<b>Purpose</b>	<b>Requesting Dept(s)</b>	<b>Fiscal Impact \$</b>	<b>Procurement Method</b>	<b>Alternative</b>
1	Arcosa Aggregates dba SW Rock	Concrete Sand for Cutting Events	Spending authority for arena footing (FY 21-22 budgeted item)	Economic Development - HPEC	\$50,000	Single Source	Council could choose not to approve this expenditure requiring staff to go through the formal solicitation process, which resulted one response in the latest RFP completed within the last 6 months. The single response received was double the Arcosa vendor pricing and exceeded the HPEC budget. The Town negotiated lower pricing than list price and would not be guaranteed better pricing if a new contract were solicited.
2	Fleet Fueling	Town-Wide Fuel Purchases	Spending authority for fuel expenses at Circle K to meet Town-wide needs through the end of the fiscal year. Expenditures will impact multiple department budgets within the FY 21-22 budget.	Town-Wide	\$125,000	Single Source	Due to the current volatility of the transportation sector and needing to provide redundancy for fueling for Town vehicles, especially Public Safety, the Fleet Division recommends increasing spending authority under the Circle K contract. This contract does provide for discounted pricing. Council could choose not to approve the spending authority, however, if the other systems are down and Public Safety or Town vehicles need to fuel at commercial sites, the Town would be paying for the full price without any discounts.
3	Horrocks	Construction Administration and Inspection Services	Spending authority for construction administration services to assist the CIP Department with inspection services.	CIP	\$274,000	Town Contract #2021-062	Council could choose not to approve this expenditure requiring staff to go through the formal solicitation process, which would result in the delay of construction inspection services for CIP Projects. This could delay the approval and completion of CIP projects.





TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS ICMA-CM, TOWN MANAGER

**FROM:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, SARAH CLARK  
 SENIOR PLANNER/PROJECT MANAGER

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE APPOINTMENT OF LEAH  
 GUMM TO THE PLANNING AND ZONING COMMISSION.

**DATE:** March 2, 2022

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**Suggested Action:**

Move to appoint Leah Gumm to the Planning Commission for a 3 year and 5-month term.

**Relevant Council Goal(s):**

Effective Government

**Discussion:**

Commissioner McWilliams submitted his resignation as Commissioner on February 9, 2022. Commissioner McWilliams' term on the Planning Commission was set to expire in August 2022. As such, Staff recommends the appointment of Leah Gumm to the Planning Commission to fill the vacant position.

Leah Gumm has been a resident of Encanterra for almost 5 years and is a small business owner. Ms. Gumm was appointed to the Board of Adjustment in November 2021.

The term for service on the Planning and Zoning Commission is three years, and members may be reappointed at the discretion of the Council. Appointments are reviewed on an annual basis.

**Fiscal Impact:**

There is no fiscal impact associated with making appointments to the Planning and Zoning Commission.

**Alternatives:**

The Town Council could choose to not appoint Leah Gumm to the Planning Commission.

**Attachment(s):**

1. [Leah Gumm Notice of Interest.pdf](#)
2. [Planning and Zoning Commission Terms March 2022.pdf](#)





## Town of Queen Creek Notice of Interest

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

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

Town of Queen Creek  
Town Clerk's Office  
22358 S. Ellsworth Rd  
Queen Creek, AZ 85142  
Fax: 480-358-3001

**Please type or print**

**Application Date:** 10/25/2021

**Name:** Leah Jennifer Gumm  
**First Middle Last**

**Home Address:** 36439 N Crucillo Dr Queen Creek AZ 85140

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

**Occupation:** Business Owner

**Home Telephone:** 480-261-9898 **Work Telephone:** 480-907-7913, opt 4

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

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

**E-Mail Address:** leahgumm@me.com

**How long have you lived in Queen Creek?** I have lived in Encanterra since July 2017. (Encanterra was annexed by QC in Dec 2019)

**Are you a registered voter?**  **Yes**  **No**

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

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

**If yes, did you graduate?**  **Yes**  **No**

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

Shortly after moving to Encanterra, I was the applicant for the Annexation for Encanterra to join QC. This proved to be very challenging due to opposition from proponents of a San Tan Valley Incorporation effort and Rural Metro.

We were ultimately successful and are thrilled to be part of the town now. I have also served on the HOA Board in a prior community I lived in located in Gilbert, AZ.

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

- |   |  |
|---|--|
| <u>    </u> Board of Adjustment                 | <u>  3  </u> Transportation Advisory Committee |
| <u>  2  </u> Economic Development Commission    | <u>  1  </u> Planning and Zoning Commission    |
| <u>    </u> Parks and Recreation Advisory Board | <u>    </u> Municipal Arts Commission          |

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

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

As a local small business owner, I am very interested in new businesses and new home communities that are coming to the town.

I would like to be sure that the best interests of the residents of Encanterra are represented as decisions are made.

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

As a local small business owner and a very involved member of Encanterra Golf & Country Club, I have unique

insight into what the residents of our community are looking forward to as the town develops and grows in the future.

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

Prior Member of Mesa, Gilbert, Apache Junction, and Florence Chambers of Commerce, Prior Member of Queen Creek Kiwanis Club

Current Member of Queen Creek Chamber of Commerce, Current Admin of the Encanterra Annexation Group and Current Admin of Encanterra Social Group (Facebook)

Current owner of Affordable Pest Control, Prior Member of Weston Ranch HOA Board and Architectural Control Committee, Prior Soccer and Volleyball Coach

**Are you available for evening meetings?**  Yes       No

**Are you available for morning meetings?**  Yes       No

**Are you available for lunch meetings?**  Yes       No

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

- Monday       Tuesday       Wednesday       Thursday       Friday

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

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

Applicant's Signature LEAH GUMM

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

**PLANNING AND ZONING COMMISSION**  
**Proposed Terms**

<b>COMMISSIONER</b>	<b><u>TERM EXPIRES</u></b>
<b>COMMISSIONER – Alex Matheson</b>	Aug. 31, 2023
<b>COMMISSIONER – Troy Young</b>	Aug. 31, 2023
<b>COMMISSIONER – Lea Spall</b>	Aug. 31, 2023
<b>COMMISSIONER -- Bill Smith</b>	Aug. 31, 2022
<b>COMMISSIONER – David Gillette</b>	Aug. 31, 2024
<b>COMMISSIONER – Jeff Nielson</b>	Aug. 31, 2024
<b>COMMISSIONER – Leah Gumm</b>	Aug. 31, 2025



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER**

**FROM: DAVE LIPINSKI , CIP DEPARTMENT DIRECTOR**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE QUEEN CREEK SCHOOL DISTRICT AND THE TOWN OF QUEEN CREEK FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF GARY ROAD AND GRANGE PARKWAY IN AN AMOUNT ESTIMATED AT \$650,000. (THIS IS AN FY 2021/22 BUDGETED ITEM THAT INCLUDES FUNDING FROM THE TOWN IN THE AMOUNT OF \$150,000; \$100,000 FROM QCUSD; \$250,000 FROM PINAL COUNTY; AND \$150,000 FROM THE HARVEST/DEVELOPER)**

**DATE: March 2, 2022**

**Suggested Action:**

To approve an Intergovernmental Agreement with the Queen Creek School District and the Town of Queen Creek for the construction of a traffic signal at the intersection of Gary Road and Grange Parkway in an amount estimated at \$650,000 (this is a FY 2021/22 budgeted item that includes funding from the Town in the amount of \$150,000; \$100,000 from QCUSD; \$250,000 from Pinal County; and \$150,000 from the Harvest/Developer).

**Relevant Council Goal(s):**

Superior Infrastructure - Capital Improvement Program

**Discussion:**

For the safety and welfare of the public, the Town of Queen Creek and the Queen Creek School District ("The Parties") desire to improve the intersection functionality of Gary Road and Grange Parkway. With new development in this area resulting in an increase in traffic volumes, the Town has worked with Pinal County, the Queen Creek School District and the developer of Harvest Farms to secure funding for the design and construction of the new traffic signal at Gary Road and Grange Parkway.

The Town has, or is working to, secure funding for the design and construction of the signal from the following partners: Harvest Queen Creek In-Lieu payment - \$150,000, Queen Creek Unified School District - \$100,000 (this IGA), Pinal County (IGA approved by Council on 2/16) - \$250,000 - 50% of the construction cost for the project and the Town of Queen Creek - \$150,000. The total anticipated cost for construction of the signal is \$500,000 with a total budget of \$650,000 that includes design and contingency.



The Parties agree to share in the total cost of Project as follows:

- A. The Town of Queen Creek will act as the project lead and will provide funding totaling \$150,000 for design and all costs associated with the construction of the project.
- B. The Queen Creek School District will contribute \$100,000 toward the construction of the signal

The project is currently scheduled to begin design immediately with the start of construction in early fall.

**Fiscal Impact:**

The total design and construction cost of the project is estimated to be \$650,000.

Project I0037 Gary Road and Grange Parkway has sufficient budget available in FY 2021/22 to cover the design and construction costs. This project will be paid by the Harvest Queen Creek In-Lieu payment (\$150,000), the Queen Creek Unified School District (\$100,000 – this IGA), the Pinal County IGA (\$250,000 - 50% of the construction costs – IGA approved by Council on 2/16/22), and the Town of Queen Creek non-growth funding (\$150,000).

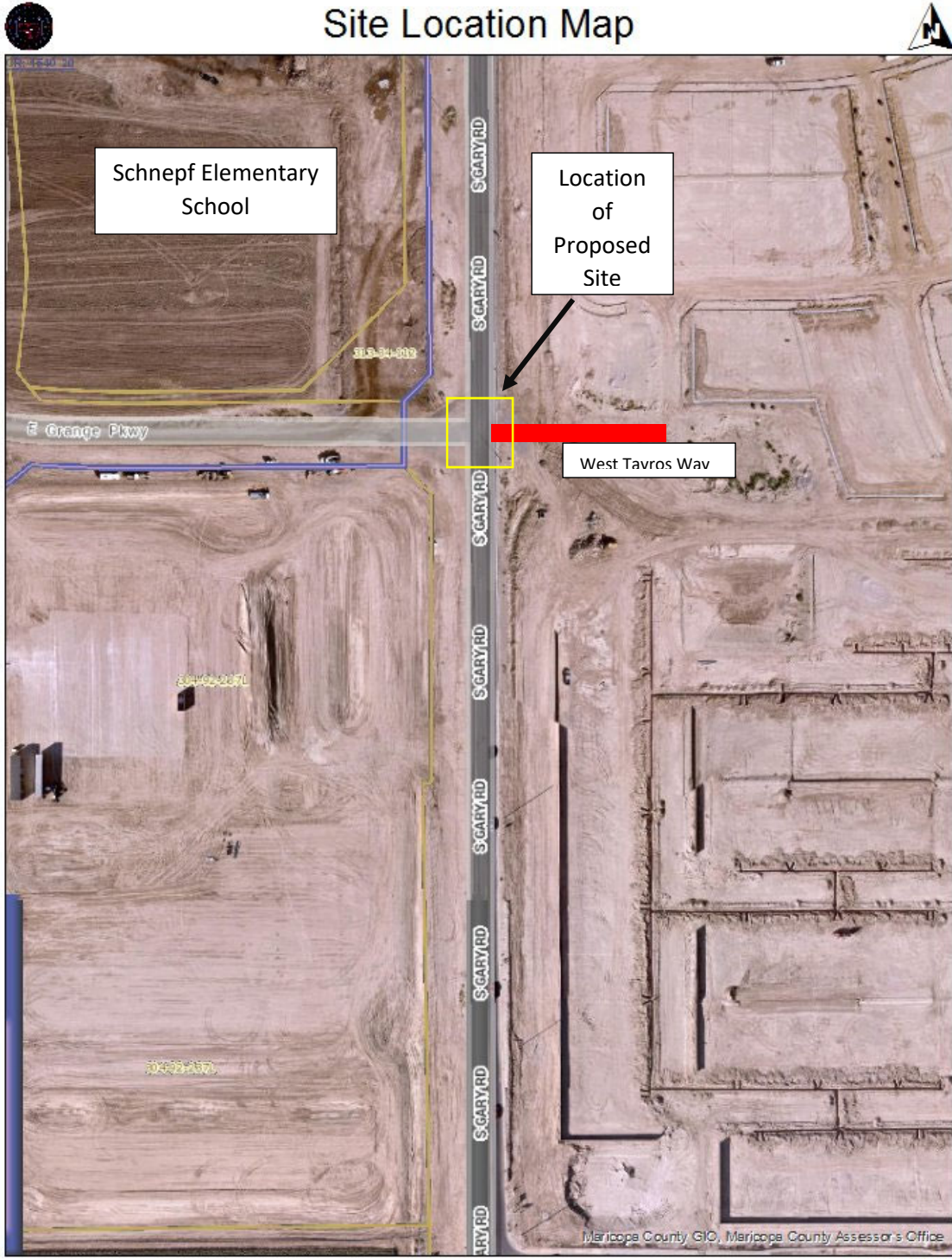
**Alternatives:**

Council may decide not to move forward with the IGA; however, this would delay the project or force the Town to provide additional funding for the project to satisfy the agreements with the other two parties involved.

**Attachment(s):**

- 1. [Site Map Location](#)
- 2. [IGA with QCUSD for Traffic Signal at Gary Rd and Grange Parkway.pdf](#)

# Site Location Map



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
TOWN OF QUEEN CREEK AND QUEEN CREEK UNIFIED  
SCHOOL DISTRICT #95 FOR CONTRIBUTION TOWARD THE  
CONSTRUCTION OF A TRAFFIC SIGNAL AT THE  
INTERSECTION OF GARY ROAD AND GRANGE PARKWAY**

This Intergovernmental Agreement ("Agreement") made this day \_\_\_ of \_\_\_\_\_, 2022 by and between the Town of Queen Creek, Arizona, a municipal corporation (hereinafter referred to as the "Town"), and the Queen Creek Unified School District #95, a political subdivision of the State of Arizona (hereinafter referred to as "QCUSD"). Town and QCUSD are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

**1. STATUTORY AUTHORITY**

Town is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of Town.

QCUSD is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of QCUSD.

**2. BACKGROUND AND PURPOSE OF THE AGREEMENT**

Town and QCUSD desire to work in cooperation to improve the intersection of Gary Road and Grange Parkway ("Project"), near the campus of Schnepf Elementary School ("School"). The Project is necessary for the safety and welfare of the students, staff and families at the School, as well as the general public. The total estimated cost for construction of the Project is \$500,000, and Town will be responsible for construction of the Project. The construction of the Project is anticipated to begin in FY 2021/2022.

**3. QCUSD OBLIGATIONS**

3.1. Upon completion of construction of the Project, reimburse Town the sum of \$100,000 toward the cost of construction.

3.2. Cooperate with Town to facilitate construction of the Project and execute any and all approvals and other documents necessary for the safe, efficient and full completion of the Project.

**4. Town Obligations**

4.1. Enter into an Intergovernmental Agreement with Pinal County to facilitate construction of the Project.

4.2. Act as the Project Lead to construct the Project and be responsible for solicitation, contract management, public outreach coordination, project meetings, and other related duties for the Project.

4.3. Upon completion of the Project, invoice QCUSD for the \$100,000 contribution for construction of the Project.

**5. INDEMNIFICATION**

Each Party to this Agreement (as "Indemnitor") agrees to defend, indemnify and hold harmless the other Party, and such Party's officers, officials, employees, agents, and directors (collectively, "Indemnitee") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys' fees and costs of defense and appellate appeal) ("Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this Agreement.

The provisions of this Section 5 shall survive the termination of this Agreement.

**6. TERM**

This Agreement shall be effective as of the date set forth above and terminate upon the payment by QCUSD hereunder.

**7. DISPUTE RESOLUTION**

The Parties agree to work in good faith to attempt to resolve any disputes at a level nearest the school as possible. If the dispute is not resolved through elevation through all levels of those processes, the dispute shall be resolved through litigation.

**8. GENERAL**

8.1. **Amendment.** This Agreement may not be modified, except by written amendment, duly executed by both Parties.

8.2. **Insurance.** The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

8.3. **Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement in any capacity to any other Party to the Agreement with respect to the subject matter of the Agreement.

8.4. **Incorporation.** All recitals and appendices contained in this Agreement are hereby incorporated by this reference and made an integral part of it.

8.5. **Governing Law.** This Agreement shall be governed, construed and controlled according the laws of the state of Arizona.

8.6. **Waiver.** It is agreed and understood that any failure to strictly enforce any provision hereof shall not constitute a waiver of the right to demand performance of that or any other provision hereof at any time thereafter.

8.7. **Severability.** The terms and conditions of this Agreement are severable. If for any reason, any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

8.8. **Legal Fees, Costs and Expenses.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses, as determined by the court, and which shall be deemed to have accrued on the commencement of such action.

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

If to the Town:

Town of Queen Creek  
Attn: Dave Lipinski, PE, CIP Department Director  
22350 Ellsworth Rd.  
Queen Creek, AZ 85142

If to the School District:

Queen Creek Unified School District #95  
Attn: Chief Financial Officer  
20217 East Chandler Heights  
Queen Creek, AZ 85142

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

8.10. **Entire Agreement.** This writing constitutes the entire Agreement between the Parties.

8.11. **Assignment.** Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the Parties.

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

8.13. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

8.14. **Captions.** The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

8.15. **Compliance with Immigration Laws.** Pursuant to the provisions of A.R.S. § 41-4401, the Parties warrant that they are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A Party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement.

The provisions of this Article must be included in any contract either Party enters into with any and all subconsultants or subcontractors who provide services under this Agreement. As used in this Section 8.15, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

8.16. **Records and Audit Rights.** All accounts, reports, files and other records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary and relating to this Agreement shall be kept for three (3) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other Party during that period.

8.17. **Authority.** The Parties hereby warrant and represent that each has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. The Parties further acknowledge having read this Agreement and understanding it, and do agree to be bound by it.

8.18. **Non-Discrimination.** The Parties agree that, in fulfilling the obligations set forth in this agreement, they shall not discriminate against any person on the basis of race, color, national origin or ancestry, religion, age, disability, and genetic information. The Parties agree further to comply with Executive Order 2009-09, and all other applicable State and Federal employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities.


8.19. **Confidentiality of Student Records.** The Parties agree that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act ("FERPA"). The Parties acknowledge that during the term on this Agreement, the SRO shall be the designated law enforcement unit and shall also be considered as a "school official" who may, at times, have a "legitimate educational interest" in the educational records of a student or students.

[SIGNATURES ON NEXT PAGES]




IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

**QUEEN CREEK UNIFIED SCHOOL DISTRICT #95**

By   
Ken Brague, Board President

Date 2-8-22

ATTEST:

  
Dr. Perry Berry, Superintendent

Date 2-8-22

**APPROVAL OF ATTORNEY FOR THE QUEEN CREEK UNIFIED SCHOOL DISTRICT #95**

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

  
School District Attorney

Date 2/10/2022

**TOWN OF QUEEN CREEK**

***Recommended by:***

\_\_\_\_\_

John Kross, Town Manager

Date \_\_\_\_\_

***Approved and Accepted by:***

\_\_\_\_\_

Gail Barney, Town Mayor

***Attest:***

\_\_\_\_\_

Maria Gonzalez, Town Clerk

Date \_\_\_\_\_

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

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_

Queen Creek Attorney

Date \_\_\_\_\_



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER**

**FROM: DAVE LIPINSKI , CIP DEPARTMENT DIRECTOR**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A PROFESSIONAL SERVICES PROJECT ORDER WITH STANLEY CONSULTANTS INC. FOR THE ENGINEERING DESIGN TO WIDEN AND IMPROVE GERMANN ROAD FROM MERIDIAN ROAD TO KENWORTHY ROAD (CIP PROJECT A2025) IN AN AMOUNT NOT TO EXCEED \$801,507 AND THE NECESSARY BUDGET ADJUSTMENTS.**

**DATE: March 2, 2022**

---

**Suggested Action:**

Approve a Professional Services Project Order with Stanley Consultants Inc. for the engineering design to widen and improve Germann Road from Meridian Road to Kenworthy Road (CIP Project A2025) in an amount not to exceed \$801,507 and the necessary budget adjustments.

**Relevant Council Goal(s):**

Superior Infrastructure - Capital Improvement Program

**Discussion:**

This project proposes improvements to the north half street along Germann Road from Meridian Road to Kenworthy Road within the Town of Queen Creek to increase traffic capacity and level of service. Intersection improvements are also included at the Ironwood Road intersection. Germann Road is generally one lane in each direction in this area. Completing these north half street improvements will provide better traffic operations and spur development in the area. This project will also add several drainage channels and basins in the area, significantly improving drainage conditions. This project requires right-of-way acquisition and coordination with the Arizona State Land Department, and coordination with SRP regarding overhead distribution and transmission electric facilities near the project area. This project will reconstruct and modify the traffic signal at Ironwood Road to accommodate widened Germann and Ironwood Roads.

The Germann Road improvement project consists of completing preliminary design, final design, and preparation of construction documents for bidding and construction. Other services anticipated include geotechnical engineering, street lighting, traffic signal, drainage, and water and sewer design. Aerial mapping and supplemental survey, right-of-way exhibits and legal descriptions are also included for the Germann Road corridor. The \$801,507 includes a ten percent (10%) contingency to cover unanticipated items that may arise.

**Fiscal Impact:**

The total engineering design costs not to exceed the amount of \$801,507 include the contract amount plus 10% contingency for possible unanticipated services. Project A2025 Germann Road from Meridian Road to Kenworthy Road was not included in the FY 2021/22 Adopted Budget, and a budget adjustment of \$801,507 from FY 2021/22 Transportation CIP Contingency will be needed. The following table summarizes the budget transfer required to fund this contract:

Project	Name	Engineering Design Cost	FY 2021/22 Adopted Budget	Contingency Required
A2025	Germann Road from Meridian Rd to Kenworthy	\$801,507	\$	\$801,507

This project will be funded by the Construction Sales Tax Fund, and will be included in the next IIP update in which the final growth/non-growth allocation of this project will be determined.

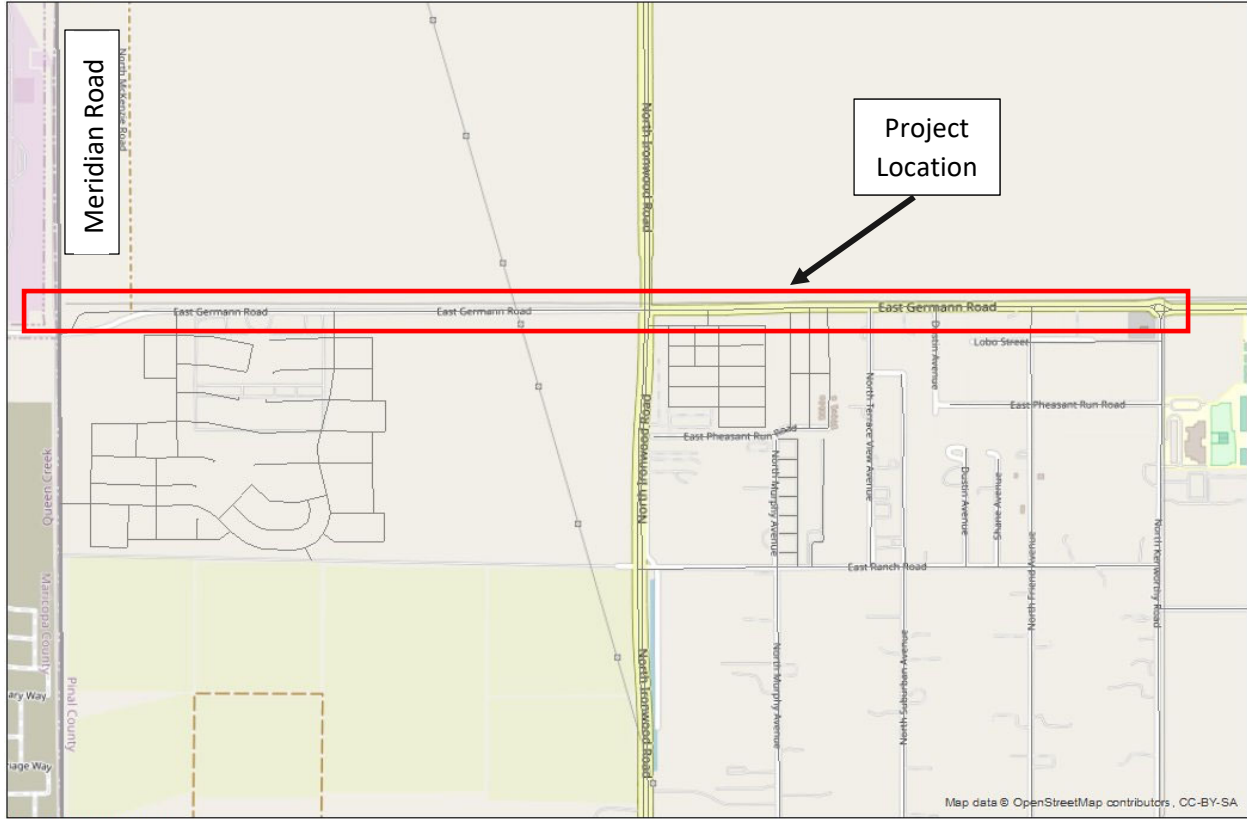
**Alternatives:**

The Town Council could choose not to move forward with the design of the Germann Road Improvements at this time. The long term impact of this decision would be affecting the agreement with the Arizona State Land Department Agreement with the Town.

**Attachment(s):**

1. [Site Map Location](#)
2. [Project Order](#)

# Project Site Map



Pinal County Assessor's Office  
PO Box 709  
31 N Pinal St  
Florence, AZ 85132  
520.366.3301  
assessor@pinalcountyaz.gov

**Disclaimer:** Pinal County does not guarantee that any information contained within this dataset or map is accurate, complete, or current. This data is for informational use only and does not constitute a legal document for the description of these properties. The Pinal County disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data. The boundaries depicted within this dataset or map are for illustrative purposes only. Users should independently research, investigate, and verify all information before relying on this map or using this map in the preparation of legal documents.

## MASTERENGINEERING AGREEMENT

**PROJECT ORDER: Germann Road (Meridian Rd to Kenworthy Road) Improvement Project  
TOQC Proj. No. 010  
DATE: February 10, 2022**

**Issued by: CIP Department**

**Issued to: Stanley Consultants, Inc.  
3133 E. Camelback Rd., #100  
Phoenix, AZ 85016**

**Project: Germann Road (Meridian Rd to Kenworthy Road) Improvement Project  
CIP Project A2025  
TOQC Proj. No. 010**

Consultant shall perform the work and services set forth herein, in accordance with the terms and conditions of the **Master On-Call Professional Services Contract 2016-118**, dated December 21, 2016 between the Consultant and Town.

### **GENERAL PROJECT DESCRIPTION AND SCOPE OF CONSULTANT'S WORK:**

#### **BACKGROUND:**

Arterial Roadway Half-Street Widening – Preliminary and Final Design, Roadway Design, Water and Sewer Design, Drainage Design, Utility Coordination, Survey and Right-of-Way Acquisition (4+ miles, Germann Road Ironwood Road, Pecos Road)

#### **SCOPE OF WORK:**

To provide services as outlined in the attached Scope of Work dated February 7, 2022.

#### **PROJECT SCHEDULE:**

Services to begin upon Notice to Proceed.

#### **BASIS FOR PAYMENT:**

Project cost is \$728,643.00 as outlined in the attached Scope of Work dated February 7, 2022.

#### **SPECIAL CONDITIONS (if any):**

1. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract, they will be performed in accordance with rates & fees shown on the "Master On-Call Professional Services Contract".

**ADDITIONAL CONTRACT DOCUMENTS (if any):**

N/A

**Town of Queen Creek, An Arizona Municipal Corporation**

**Approval of Town Council,**

**Approval of Contract Administrator,**

**By: \_\_\_\_\_**

**Gail Barney, Mayor**

**By: \_\_\_\_\_**

**John Kross, Town Manager**

**ATTEST:**

\_\_\_\_\_  
**Maria Gonzalez, Town Clerk**

**Stanley Consultants, Inc.**



\_\_\_\_\_  
Signature

Steve Jimenez

\_\_\_\_\_  
Print Name

Project Principal

\_\_\_\_\_  
Title

02/16/2022

\_\_\_\_\_  
Date



TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.F

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS ICMA-CM, TOWN MANAGER

**FROM:** DAVE LIPINSKI , CIP DEPARTMENT DIRECTOR

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF A PROFESSIONAL SERVICES PROJECT ORDER WITH STANTEC CONSULTANCY SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$664,780 FOR ENGINEERING DESIGN SERVICES FOR POWER ROAD FROM CHANDLER HEIGHTS ROAD TO RIGGS ROAD, CIP PROJECT A1405. (THIS IS AN FY 2021/22 BUDGETED ITEM)

**DATE:** March 2, 2022

---

**Suggested Action:**

To approve a professional services project work order with Stantec Consultancy Services, Inc. in an amount not to exceed \$664,780 for engineering design services for Power Road from Chandler Heights Road to Riggs Road, CIP Project A1405. (This is an FY 2021/22 Budgeted Item)

**Relevant Council Goal(s):**

Superior Infrastructure - Capital Improvement Program

**Discussion:**

The proposed project involves improvements to Power Road from Chandler Heights Road to Riggs Road that increase traffic capacity and level of service by adding one travel lane in each direction, as well as a center two-way left turn lane. This project will improve drainage conditions, add sidewalks, multi-use trails and landscaping and will also coordinate with utility organizations, including Queen Creek Irrigation District, to relocate assets.

The Power Road improvements consist of completing preliminary design, final design, and preparation of construction documents for bidding and construction. Other anticipated services include geotechnical engineering, aerial mapping and supplemental survey, right-of-way exhibits and legal descriptions, street lighting, traffic signal modifications, and drainage design.

The proposed \$664,780 authorization amount includes a 10% (ten percent) contingency for unexpected conditions that may require additional design efforts.

**Fiscal Impact:**

The total not to exceed the amount of \$664,780 includes the contract amount of \$604,346 plus \$60,434 (10%) in contingency for possible, unanticipated required services.



Project A1405 Power Road from Chandler Heights Road to Riggs Road is included in the FY 2021/22 Adopted CIP Budget and has sufficient budget available to cover the costs of the engineering design services.

The Town's costs for this project will be funded by a combination of non-growth funding (75.31%) and growth-related impact fees and construction sales tax (24.69%). Additionally, developer contributions will provide funding to be used towards roadway costs that are the responsibility of the developers.

**Alternatives:**

The Town Council could choose not to move forward with the design of the Power Road at this time. The long term impact of this decision would be a safety concern for pedestrian, horse, bicycle, and vehicle traffic along Power Road. This action would negatively affect an increasingly congested road and not provide adequate sidewalk/trail, bike lane and multiple traffic lanes for future growth and expansion of the Town.

**Attachment(s):**

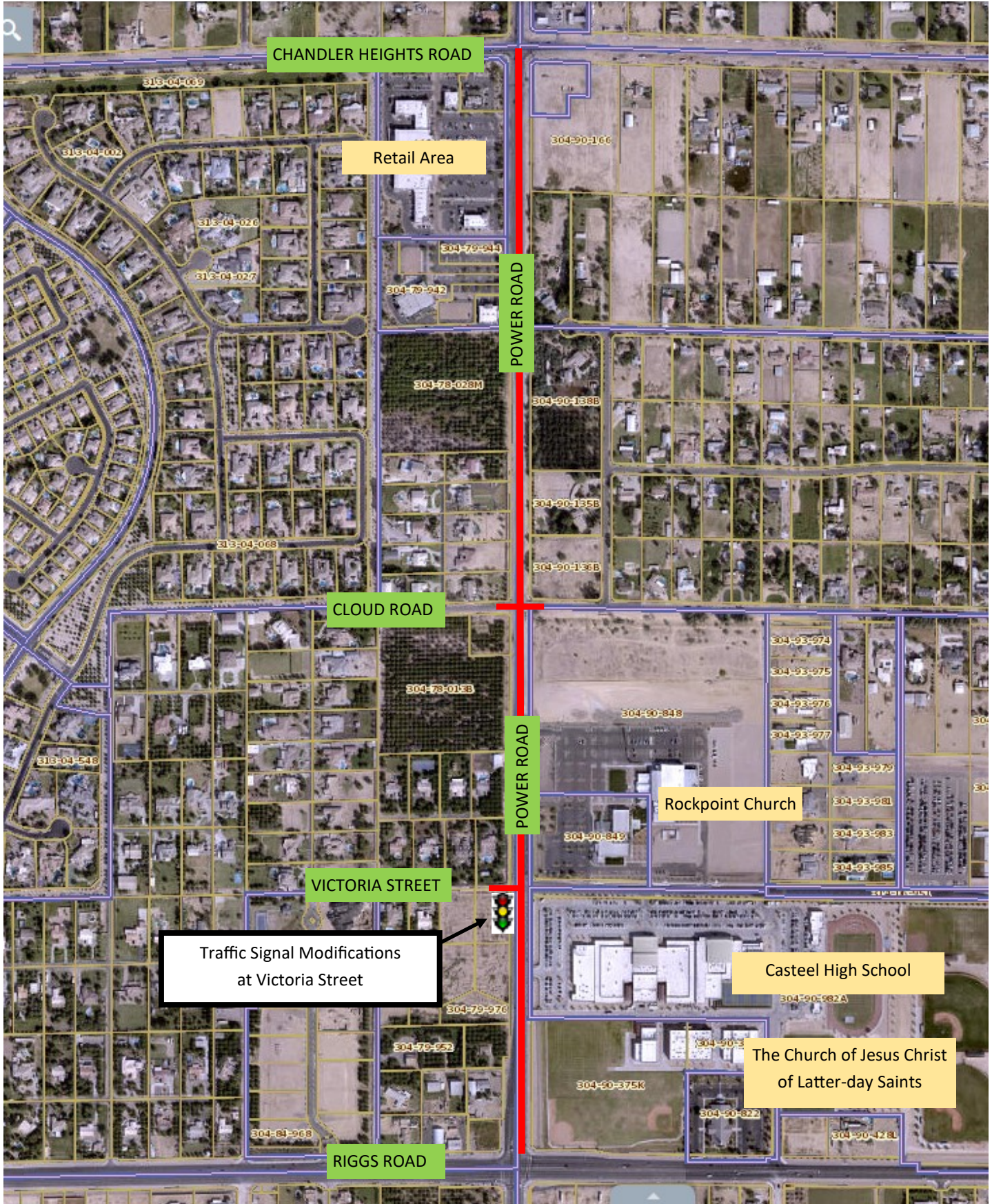
1. [Site Map Location](#)
2. [Site Map](#)
3. [Project Order](#)

# Site Location





# A1405 Power Road Improvements Chandler Heights Road to Riggs Road



**MASTER ENGINEERING AGREEMENT**  
**PROJECT ORDER: 004**  
**TOQC Proj. No. A1405**  
**DATE: February 16, 2022**

**Issued by:** CIP Department

**Issued to:** Stantec Consulting Services Inc.  
8211 S. 48<sup>th</sup> Street  
Phoenix, AZ 85044

**Project:** Roadway and Drainage Improvement Power Road: Riggs Road to Chandler Heights Road,  
TOQC Proj. No. 004

Consultant shall perform the work and services set forth herein, in accordance with the terms and conditions of the Master On-Call Professional Services Contract 2016-115, dated December 21, 2016 between the Consultant and Town.

**GENERAL PROJECT DESCRIPTION AND SCOPE OF VENDOR'S WORK:**

**Background:**

The Town of Queen Creek is requesting Design Services for the Roadway Improvements to Power Road from Riggs Rd to Chandler Heights Road.

**Scope of Work:**

Scope of Work includes developing construction documents to widen the existing two-lane facility to a four-lane roadway with a flush two-way left turn lane. Streetlight, traffic signal, ITS, and drainage improvements will also be included in the project as outlined in the attached Scope of Services dated January 7, 2022.

**Project Schedule:**

Services to begin upon Notice to Proceed.

**Basis for Payment:**

Project costs is \$604,345.25 as outlined in the attached Scope of Work dated January 7, 2022.

**Special Conditions (if any):**

1. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract, they will be performed in accordance with rates & fees shown on the "Master On-Call Professional Services Contract".



**ADDITIONAL CONTRACT DOCUMENTS (if any):**

N/A

**Town of Queen Creek, An Arizona Municipal Corporation**

**Approval of Town Council,**

**Approval of Contract Administrator,**

**By: \_\_\_\_\_**

**Gail Barney, Mayor**

**By: \_\_\_\_\_**

**John Kross, Town Manager**

**ATTEST:**

\_\_\_\_\_  
**Maria Gonzalez, Town Clerk**

**Stantec Consulting Services, Inc.**



\_\_\_\_\_  
Signature

Robert Lemke

\_\_\_\_\_  
Print Name

Principal

\_\_\_\_\_  
Title

February 16, 2022

\_\_\_\_\_  
Date



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER**

**FROM: MIKE BLACK , IT DIVISION MANAGER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A COOPERATIVE PURCHASE AGREEMENT &NBSP;WITH SENTINEL TECHNOLOGIES, INC FOR THE PURCHASE OF SERVICES AND EQUIPMENT IN THE AMOUNT NOT TO EXCEED \$350,000 TO FACILITATE REAL-TIME MONITORING, ALERTING, CONSULTING, AND MANAGEMENT OF CRITICAL SYSTEMS. &NBSP;THIS SOLUTION WILL INCLUDE AN ANNUAL SOFTWARE MAINTENANCE AGREEMENT WITH SENTINEL TECHNOLOGIES, INC., RENEWABLE ON AN ANNUAL BASIS. (FY22 BUDGETED ITEMS)**

**DATE: March 2, 2022**

**Suggested Action:**

To approve the Cooperative Purchase Agreement with Sentinel Technologies, Inc. through Sentinel's Contract #22-02PV-18 via 1 Government Procurement Alliance (1GPA) for the purchase of services and equipment in an amount not to exceed \$350,000 to facilitate real-time monitoring, alerting, consulting, and management of critical systems. This solution will include an annual software maintenance agreement with Sentinel Technologies, Inc., renewable on an annual basis. (FY22 Budgeted Item)

**Relevant Council Goal(s):**

**SUPERIOR INFRASTRUCTURE**

- With the growth of residential and commercial 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.

**TECHNOLOGY**

- Enhance innovative technologies for public facilities that improve efficiencies and reduce long-term recurring costs.
- Implement recommendations and strategies of the Information Technology Strategic Plan.

**SAFE COMMUNITY**

- Queen Creek has low crime rates and residents continue to rate their interactions with public safety personnel highly in the 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 improve delivery of emergency services.

**Discussion:**

The Town of Queen Creek utilizes dozens of switches, routers, firewalls and other business critical network devices in order to conduct business. A failure or compromise of any one of these devices could lead to a loss of productivity at best.

Staff has examined several options to mitigate this risk and recommends utilizing Sentinel Technologies to monitor and remediate our network security systems.

Sentinel has been delivering mission critical network support services since 1982. They can provide 24x7x365 monitoring and remediation by professionals via their Network Operations Center (NOC) in Illinois and through staff in their Phoenix office. This service would work in concert with our existing Sentinel High Availability Network Support (HANS) to provide seamless, comprehensive network and security support.

The Town utilizes a deprecated Cisco product for identity management and must migrate to Cisco ISE to maintain user login and related security.

As a matter of practice, the Workforce & Technology department replaces 20% of its oldest user computers each year to ensure staff continues to function at the highest level of efficiency as possible. This necessitates the maintenance of a proper related budget and vendor access to the needed computers.

**Fiscal Impact:**

The total not to exceed amount of \$350,000 is the contract amount that includes several projects and initiatives along with possible unanticipated, additional services needed through FY23. Available budget is identified within the FY22 Information Technology budget, and will require no budget adjustment in order to award this contract. Subsequent years will be budgeted accordingly during the annual budget process.

**Alternatives:**

- Council may choose to forgo monitoring and proactive management of network infrastructure.
- Council may choose to pursue alternative monitoring and network management.
- Council may choose to hire multiple FTE's to monitor and maintain network systems internally.



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS ICMA-CM, TOWN MANAGER

**FROM:** DAVE LIPINSKI , CIP DEPARTMENT DIRECTOR

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF DELEGATION RESOLUTION 1386-21 AMENDMENT 3 AUTHORIZING AND DIRECTING THE TOWN MANAGER AND/OR DEPARTMENT DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS, CONTRACTS, OR AGREEMENTS FOR ROADWAY CONSTRUCTION, ADDITIONAL CONSTRUCTION RELATED SERVICES, AND RIGHT-OF-WAY COSTS FOR CIP PROJECT A1505 MERIDIAN ROAD: CHERRYWOOD DRIVE TO COMBS ROAD AND CIP PROJECT A1507 MERIDIAN ROAD: QUEEN CREEK ROAD TO GERMANN ROAD IN AN AMOUNT NOT TO EXCEED \$3,171,306 AND NECESSARY BUDGET ADJUSTMENTS TO FULLY FUND THE PROJECT.&NBSP;

**DATE:** March 2, 2022

**Suggested Action:**

To approve Delegation Resolution 1386-21 Amendment 3 authorizing and directing the Town Manager and/or Department Director to take any and all action necessary; and to sign any and all documents, contracts, or agreements for roadway construction, additional construction related services, and right-of-way costs for CIP Project A1505 Meridian Road: Cherrywood Drive to Combs Road and CIP Project A1507 Meridian Road: Queen Creek Road to Germann Road in an amount not to exceed \$3,171,306 and necessary budget adjustments to fully fund the project.

**Relevant Council Goal(s):**

Superior Infrastructure - Capital Improvement Program

**Discussion:**

As part of the 10-year Council approved Transportation Program, Council has previously approved separate design consultant and utility relocation contracts as well as a delegation resolution and two previous delegation resolution amendments to authorize work on Meridian Road, encompassing both CIP Projects A1505 and A1507 (formerly A1505 Phase 3).

The original Delegation Resolution #1386-21 previously approved by Council February 3, 2021 in the amount of \$4,030,409 was for certain utilities design and construction, right-of-way, and pre-construction services for both referenced CIP Projects A1505 and A1507. Amendment #1 approved by Council on August 18, 2021 in the amount of \$5,632,656 was for roadway construction, certain



utility construction, and additional construction related services for CIP Project A1505 Meridian Road: Combs Road to Queen Creek Wash. Amendment #2 approved by Council on November 17, 2021 in the amount of \$10,774,493 was primarily for roadway construction and certain utility construction for CIP Project A1507 Meridian Road: Queen Creek Road to Germann Road. After Amendment 2, the new total authorized budget amount for combined Projects A1505 and A1507 under Delegation Resolution #1386-21 was \$20,437,558.

This request is to amend Delegation Resolution #1386-21 in an amount not to exceed \$3,171,306 and authorizing the necessary budget adjustments establishing a new combined total project budget of \$23,608,864 for CIP Projects A1505 Meridian Road: Cherrywood Drive to Combs Road and A1507 Meridian Road: Queen Creek Road to Germann Road. The additional funding authorization is requested for SRP distribution system work for which costs were previously unavailable and had been estimated, additional funding to cover a 3rd party contractor to relocate QCID facilities due to QCID contractor crew unavailability, and related QCID relocation costs for environmental and potential archeological studies. After Amendment #3, the total authorized project budget for both projects combined will be \$23,608,864.

As a reminder to Council, the Town has Intergovernmental Agreements (IGAs) noted in the Amendment #2 staff report and will be reimbursed by City of Mesa for certain gas line construction costs and by Pinal County for one-half of roadway related costs but the Town must front the funding for the construction to occur.

**Fiscal Impact:**

Projects A1505 Meridian Road: Combs Road to Queen Creek Wash Phase II and A1507 Meridian Road: Queen Creek Road to Germann Road were included in the Delegation Resolution #1386-21 that was originally approved on February 3, 2021. Subsequently two amendments were approved on August 18, 2021 and November 17, 2021. The proposed amendment and budget adjustments are needed to complete and fully fund the projects based on actual bids received and unanticipated cost increases. The funding amounts previously approved for the Delegation Resolution, and the amount proposed in this amendment are outlined below:

<b>Project</b>	<b>Name</b>	<b>Original DR 1386-21 Feb, 3 2021</b>	<b>Amendment 1 Aug 18, 2021</b>	<b>Amendment 2 Nov 17, 2021</b>	<b>Proposed Amendment 3</b>	<b>Total Proposed DR#3816-21</b>
A1505	Meridian Rd: Combs to QC Wash Phase II	\$1,908,654	\$5,632,656	\$(440,000)	\$440,000	\$7,541,310
A1507	Meridian Rd: Queen Creek Road to Germann	\$2,121,755	\$	\$11,214,493	\$2,731,306	\$16,067,554
	<b>Total</b>	\$4,030,409	\$5,632,656	\$10,774,493	\$3,171,306	\$23,608,864

The total FY 2021/22 approved budget for the two projects is currently \$20,002,832 and is not sufficient to fully fund all project costs and amended Delegation Resolution. The approval of this action will require a budget transfer from CIP Contingency of \$3,606,041 as shown in the table below:

<b>Project</b>	<b>Name</b>	<b>Original DR 1386-21 Total</b>	<b>FY 2021/22 Available Budget</b>	<b>Contingency Required</b>
A1505	Meridian Rd: Combs to QC Wash Phase II	\$7,541,310	\$6,643,534	\$897,776
A1507	Meridian Rd: Queen Creek Road to Germann	\$16,067,554	\$13,359,289	\$2,708,265
	<b>Total</b>	\$23,608,864	\$20,002,823	\$3,606,041

Project A1505 Meridian Road: Combs to QC Wash Phase II is funded by a combination of non-growth funding (94.43%) and growth-related impact fees and construction sales tax (5.57%). Project A1507 Meridian Road: Queen Creek Road to Germann is covered by non-growth funding and will be included in the next IIP update in which the final growth/non-growth allocations of this project will be determined. This project also includes \$2.8 million of costs for a gas line that will be paid by the City of Mesa except for the Town’s share of \$121,777. The Town has also partnered with Pinal County on both Meridian Road street improvement projects. Pinal County will pay for 50% of design and construction costs on all phases of the Meridian Road projects, excluding the portion paid by the City of Mesa. The Town is the lead agency on the projects so will need full budget authority to pay the construction commitments. However, the Town expects to be reimbursed in accordance with the agreements between the agencies, lowering the Town’s overall cash commitment.

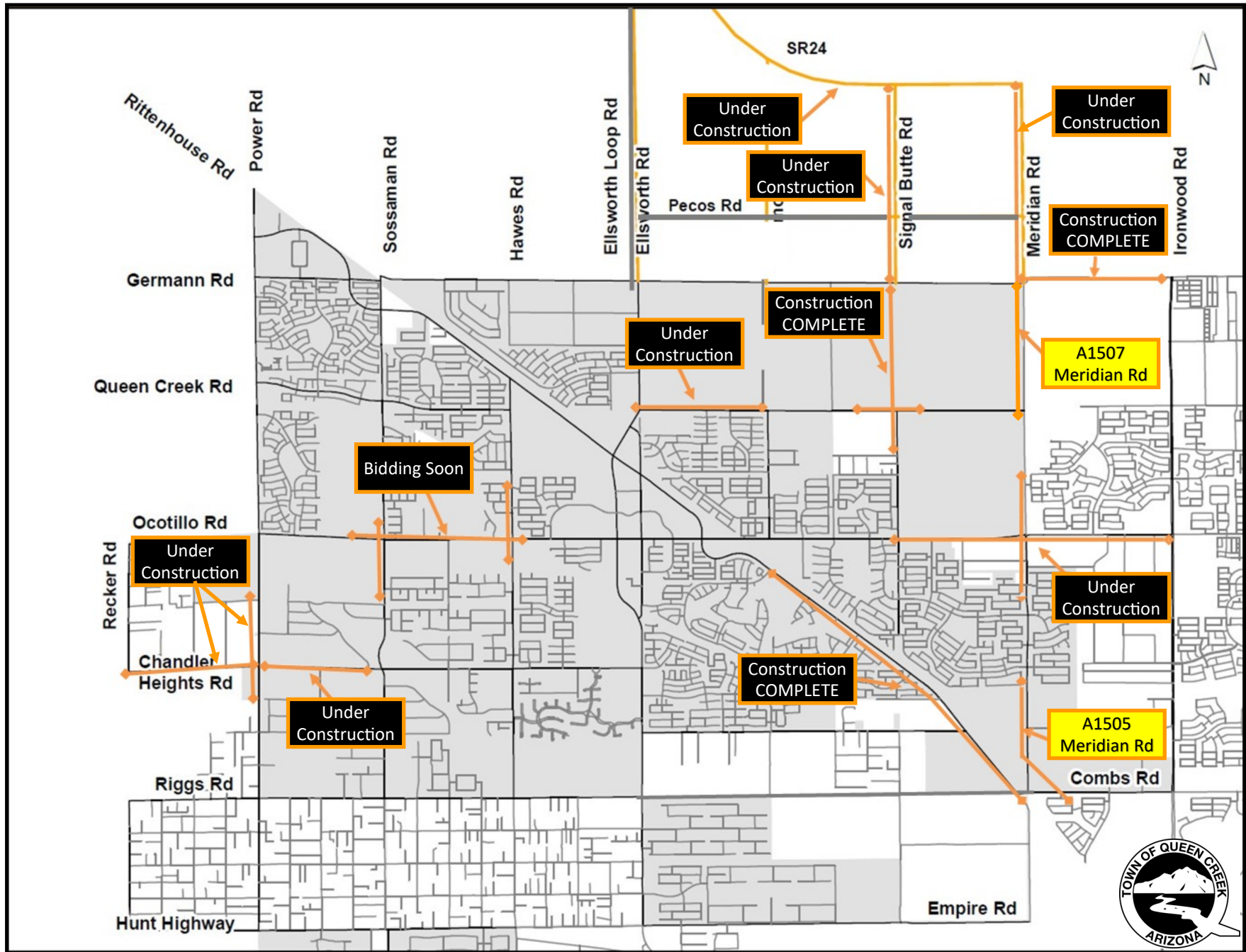
**Alternatives:**

The Town Council may decide not to approve Resolution 1386-21 Amendment 3 and the related budget adjustments to fully fund the project. If the resolution is not approved, the project construction will be delayed as certain work will not be funded and utility relocation work required to build the roadway will not occur.

**Attachment(s):**

1. [Active Roadway Project Exhibit](#)
2. [Resolution 1386-21](#)
3. [DR 1386-21 Amendment 3 Estimated Costs- Construction Phase](#)

# ACTIVE ROADWAY PROJECTS EXHIBIT



### RESOLUTION 1386-21 AMENDMENT 3

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN COUNCIL OF QUEEN CREEK, ARIZONA, APPROVING AND AUTHORIZING THE TOWN MANAGER AND/OR DEPARTMENT DIRECTOR(S) TO SIGN CERTAIN CONTRACTS AND/OR AGREEMENTS FOR THE COMPLETE DELIVERY OF CIP PROJECTS A1505 MERIDIAN ROAD: COMBS ROAD TO QUEEN CREEK WASH AND A1507 MERIDIAN ROAD: QUEEN CREEK ROAD TO GERMANN ROAD (the “Project”).**

WHEREAS, the Town Council finds that it is in the interest of the Town to enter into Contracts and/or Agreements for the complete delivery of the Project set forth above; and

WHEREAS, Article 5 of the Town’s Procurement Policy authorizes the Town Council to delegate signature authority to the Town Manager and/or Department Director(s) for certain contracts related to a capital improvement project; and

WHEREAS, funding for the Project is included in the Town’s Capital Improvement Plan (CIP) Budget; and

WHEREAS, spending authority for the Project was approved by the Town Council approving an agreement with Salt River Project (SRP) and authorizing funds for relocation of electrical transmission power lines on September 16, 2020; approving an agreement with Queen Creek Irrigation District (QCID) and authorizing funds for pipeline relocation design and construction on November 4, 2020; approving Resolution 1386-21 on February 3, 2021 for initial project funding; approving Resolution 1386-21 Amendment 1 amending the project budget for Combs Road to Cherrywood Drive (Queen Creek Wash) A1505 Phase 2 construction on August 18, 2021 and Resolution 1386-21 Amendment 2 amending the project budget for Queen Creek Road to Germann Road A1505 Phase 3 (separated into project A1507) construction; and in Resolution #1410-21 adopting the FY 2021/22 Final Town Budget;

NOW, THEREFORE, the Mayor and Common Council resolve as follows:

Section 1. That the total additional authorized Delegation Resolution budget for the Project is hereby affirmed to be \$3,171,306 and the new total authorized project budget amount including necessary budget adjustments is hereby affirmed to be \$23,608,864.

Section 2. That the Town Manager has the authority to sign and enter into on the Town’s behalf, individual contracts and/or agreements up to an aggregate limit of the total authorized budget amount, for the delivery and completion of the Project.

Section 3. That the Director of the Public Works Department (“Department Director”) has the authority to sign and enter into on the Town’s behalf, individual contracts and/or agreements valued at less than \$100,000, up to an aggregate limit of the total authorized budgeted amount, for the delivery and completion of the Project.

Section 4. That the Town Manager, Department Director and Town Attorney are authorized to sign such documents in such form as is finally approved and take such actions as are reasonably necessary to effectuate the terms of the contracts, services and/or agreements.

Section 5. This delegation of signature authority shall remain in force until the Projects are delivered, completed, and placed into service or until revoked by a subsequent, validly passed resolution of the Town Council.

PASSED AND ADOPTED by the Mayor and Common Council of Queen Creek, Arizona this 2nd day of March, 2022.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

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

\_\_\_\_\_  
Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Scott Holcomb  
Dickinson Wright PLLC  
Town Attorneys

## Estimated Cost - Construction Phase

<b>Estimated Costs - Construction Phase</b>		<b>1386-21.3</b>	
<b>A1505 Meridian Road - Combs Road to Cherrywood Drive</b>			
Description	Estimated Cost	Contingency	Extended Cost
Construction Material Cost Increases	\$250,000.00	\$25,000.00	\$275,000.00
Construction Inspection Services	\$130,000.00	\$13,000.00	\$143,000.00
Engineer Post-design Services	\$20,000.00	\$2,000.00	\$22,000.00
<b>Construction Subtotal:</b>	<b>\$400,000.00</b>	<b>\$40,000.00</b>	<b>\$440,000.00</b>
<b>Project Total:</b>			<b>\$440,000.00</b>
 <b>A1507 Meridian Road - Queen Creek Road to Germann Road</b>			
Description	Estimated Cost	Contingency	Extended Cost
QCID Contract Correction	\$12,500.00	\$1,250.00	\$13,750.00
QCID Related Environmental Svcs	\$37,000.00	\$3,700.00	\$40,700.00
Engineer Post-design Additions	\$50,000.00	\$5,000.00	\$55,000.00
B&F Const - QCID 3rd Party Irrigation Construction	\$1,161,405.00	\$116,141.00	\$1,277,546.00
SRP 12KV Distribution Conversion	\$694,800.00	\$69,480.00	\$764,280.00
SRP 12KV underbuild & pole removal	\$156,950.00	\$15,695.00	\$172,645.00
SRP TS Construction	\$20,000.00	\$2,000.00	\$22,000.00
SRP St Lt Design and Construction	\$50,350.00	\$5,035.00	\$55,385.00
Construction Material Cost Increases	\$300,000.00	\$30,000.00	\$330,000.00
<b>Construction Subtotal:</b>	<b>\$2,483,005.00</b>	<b>\$248,301.00</b>	<b>\$2,731,306.00</b>
<b>Project Total:</b>			<b>\$2,731,306.00</b>
Total Delegation Resolution Amendment Value			\$3,171,306.00



TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.1

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS ICMA-CM, TOWN MANAGER

**FROM:** MARIA GONZALEZ CMC, TOWN CLERK

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION NO. 1445-22 DESIGNATING THE PRIMARY ELECTION AND GENERAL ELECTION DATES AND PURPOSES OF THE ELECTIONS; DESIGNATING THE DEADLINES FOR VOTER REGISTRATION; DESIGNATING THE PLACE AND LAST DATE FOR CANDIDATES TO FILE NOMINATION PETITIONS; IDENTIFYING PROPOSITIONS; AND AUTHORIZING THE TOWN CLERK TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY AND PINAL COUNTY ELECTIONS DEPARTMENT FOR ELECTION AND VOTER REGISTRATION SERVICES.

**DATE:** March 2, 2022

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**Suggested Action:**

Approval of Resolution No. 1445-22 designating the Primary Election and General Election Dates and purposes of the elections; designating the deadlines for voter registration; designating the place and last date for candidates to file nomination petitions; identifying propositions; and authorizing the Town Clerk to enter into Intergovernmental Agreements with the Maricopa County and Pinal County Elections Department for Election and Voter Registration services.

**Relevant Council Goal(s):**

Effective Government

**Discussion:**

Formal "Call of Elections" are no longer required, however it provides the public with general information on:

- the dates of the 2022 Primary and General Elections;
- offices to be filled;
- deadline for filing the required candidate nomination forms;
- voter registration deadlines;
- polling places and voting districts; and
- propositions

This Resolution will be published in the Arizona Republic in English and Spanish, as well as posted in the courtyard at Town Hall and published on the Town's website at [www.QueenCreekAz.gov](http://www.QueenCreekAz.gov).

Voters on the Active Early Voters List (AEVL) and registered with a recognized party will automatically

receive a ballot in the mail for any election they are qualified to vote in. Those registered as Independent/Party Not Designated will receive notifications in the mail to indicate which ballot they want to receive.

Polling locations, voting districts, and times the polls will be opened are identified, secured and set by the Maricopa County Elections and Pinal County Elections, and are not yet available.

Additionally, staff is seeking authorization to enter into Intergovernmental Agreements with Pinal County Elections and Maricopa County Elections for Election and Voter Registration services for the 2022 Election Cycle.

**Fiscal Impact:**

The cost to conduct an election is based on the number of registered voters. Queen Creek's Primary and General Elections are consolidated on County/State ballots; therefore, the cost per ballot and pamphlet are estimated to be \$56,135 (\$0.50/ ballot in Maricopa County; 0.75/ballot in Pinal County) and \$19,600 respectively for an approximate total of \$56,134.25. This is budgeted in the FY22/23 Budget pending the Budget Committee's recommendation and final approval of the Town Council.

**Alternatives:**

Council could choose to not adopt Resolution No. 1445-22; however, the election must still be held pursuant to A.R.S. § 16-204.

**Attachment(s):**

1. [Resolution No. 1445-22](#)
2. [Resolution No. 1445-22\\_Spanish](#)



**RESOLUTION 1445-22**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DESIGNATING THE PRIMARY ELECTION AND GENERAL ELECTION DATES AND PURPOSES OF THE ELECTIONS; DESIGNATING THE DEADLINES FOR VOTER REGISTRATION; AND DESIGNATING THE PLACE AND LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS.**

**WHEREAS**, A.R.S. § 16-201 *et seq.* provides for the holding of a Primary election; and

**WHEREAS**, A.R.S. § 16-211 provides for the holding of a General Election; and

**WHEREAS**, the Town of Queen Creek, Arizona wishes to set forth the dates and deadlines relevant to the Primary and General Election, including the deadlines for voter registration and candidate filing;

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

**Section 1:**     Designation of Election Dates; Purposes

That Tuesday, August 2, 2022 has been set as the date for the Primary Election in the Town of Queen Creek, Arizona, for the purpose of nominating candidates for the office of Mayor and Council Member of the Town Council, whose names shall appear on the ballot at the General Election to be held on Tuesday, November 8, 2022. Any candidate receiving a majority of all the votes cast at the Primary Election will be declared elected without running in the General Election.

That, if necessary, Tuesday, November 8, 2022 has been set as the date for the General Election in the Town of Queen Creek, Arizona, for the purpose of electing candidates for the office of Mayor and Council Member of the Town Council.

**Section 2:**     Designating Deadline for Voter Registration.

Maricopa County and Pinal County registration and voting lists will be used for Primary Election and General Election. In order to be qualified to vote in the Primary Election, residents must be registered by Tuesday, July 5, 2022. In order to be qualified to vote in the General Election, residents must be registered by Tuesday, October 11, 2022.

**Section 3:**     Designating Date and Place to File Candidate Nomination Forms

Candidates seeking municipal office may obtain nomination papers and other materials at the Municipal Services Building – Town Clerk’s Office, located at 22358 S. Ellsworth Road, Queen Creek, AZ 85142. To appear on the Primary Election ballot, Candidates must file the

completed nomination papers and all other required materials during the Filing Period, at the Municipal Services Building – Town Clerk’s Office, located at 22358 S. Ellsworth Road, Queen Creek, AZ 85142.

The Filing Period for Candidates to file nomination papers and other nomination forms shall begin Monday, March 7, 2022. The Filing Period for Candidates to file nomination papers and other nomination forms shall end at 5:00 p.m. on Monday, April 4, 2022.

Nothing in this Section 3 shall be construed as abridging any candidate requirements set forth by the applicable federal, state, and local laws and regulations.

**Section 4:**     Polling Places and Voting Districts

Polling places, voting districts, and times the polls will be open are identified, secured, and set by Maricopa County Elections and Pinal County Elections.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 2nd day of March, 2022.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

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

\_\_\_\_\_  
Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
John Kross, ICMA-CM  
Town Manager

\_\_\_\_\_  
Dickinson Wright, PLLC  
Attorneys for the Town

## RESOLUCIÓN 1445-22

**UNA RESOLUCIÓN DE LA ALCALDE Y DEL CONCILIO COMÚN DEL PUEBLO DE QUEEN CREEK, ARIZONA, DESIGNANDO LAS FECHAS DE LA ELECCIÓN PRIMARIA Y DE LA ELECCIÓN GENERAL Y LOS PROPÓSITOS DE LAS ELECCIONES; DESIGNANDO LAS FECHAS LÍMITE PARA EL REGISTRO ELECTORAL; Y DESIGNANDO EL LUGAR Y LA ÚLTIMA FECHA PARA QUE LOS CANDIDATOS REGISTREN LA DOCUMENTACIÓN DE LA NOMINACIÓN.**

**CONSIDERANDO QUE**, el estatuto A.R.S. § 16-201 *et seq.* provee estipulaciones para llevar a cabo una Elección Primaria; y

**CONSIDERANDO QUE**, el estatuto A.R.S. § 16-211 provee estipulaciones para llevar a cabo una Elección General; y

**CONSIDERANDO QUE**, el Pueblo de Queen Creek, Arizona desea establecer las fechas y las fechas límites pertinentes para la Elección Primaria y General, incluyendo las fechas límite para el registro electoral y el registro de candidatos;

**AHORA, POR LO TANTO, QUE SEA RESUELTO** por la Alcalde y el Concilio Común del Pueblo de Queen Creek, Arizona, como sigue:

### **Sección 1:**     Designación de Fechas para las Elecciones; Propósitos

Que el martes 2 de agosto de 2022 se ha fijado como la fecha para la Elección Primaria en el Pueblo de Queen Creek, Arizona, con el propósito de nominar a los candidatos para los cargos de Alcalde y Miembro del Concilio del Pueblo, cuyos nombres deberán aparecer en la boleta electoral de la Elección General que se llevará a cabo el martes 8 de noviembre de 2022. Cualquier candidato/a que reciba una mayoría de todos los votos emitidos en la Elección Primaria será declarado/a electo/a sin postularse para la Elección General.

Que, de ser necesario, el martes 8 de noviembre de 2022 se ha fijado como la fecha para la Elección General en el Pueblo de Queen Creek, Arizona, con el propósito de elegir a candidatos para los cargos de Alcalde y Miembro del Concilio del Pueblo.

### **Sección 2:**     Designando la Fecha Límite para el Registro Electoral

El registro y las listas de votación del Condado Maricopa y del Condado Pinal serán usados para la Elección Primaria y la Elección General. Para ser elegibles para votar en la Elección Primaria, los residentes deberán haberse registrado a más tardar el martes 5 de julio de 2022. Para ser elegibles para votar en la Elección General, los residentes deberán haberse registrado a más tardar el martes 11 de octubre de 2022.

**Sección 3:**    Designando la Fecha y el Lugar para Registrar las Formas de Nominación de los Candidatos

Los Candidatos que busquen ocupar cargos municipales pueden obtener documentos de nominación y otros materiales en la Oficina de la Escribana de la Ciudad “Town Clerk’s Office” en el edificio de servicios municipales “Municipal Services Building” ubicado en 22358 S. Ellsworth Road, Queen Creek, AZ 85142. Para aparecer en la boleta electoral de la Elección Primaria, los Candidatos deben registrar los documentos de nominación llenos y todo otro material requerido durante el Periodo de Registro en la Oficina de la Escribana de la Ciudad “Town Clerk’s Office” en el edificio de servicios municipales “Municipal Services Building” ubicado en 22358 S. Ellsworth Road, Queen Creek, AZ 85142.

El Período de Registro para que los Candidatos registren los documentos de nominación y otras formas de nominación deberá comenzar el lunes 7 de marzo de 2022. El Período de Registro para que los Candidatos registren los documentos de nominación y otras formas de nominación deberá terminar a las 5:00 p.m. del lunes 4 de abril de 2022.

Nada en esta Sección 3 se deberá interpretar como una reducción de cualquier requerimiento para los candidatos establecido por las leyes y regulaciones federales, estatales y locales aplicables.

**Sección 4:**    Lugares de Votación y Distritos Electorales

Los lugares de votación, los distritos electorales, y los horarios durante los cuales los lugares de votación estarán abiertos son identificados, asegurados, y establecidos por Elecciones del Condado Maricopa y Elecciones del Condado Pinal.

**APROBADA Y ADOPTADA** por la Alcalde y el Concilio Común del Pueblo de Queen Creek, Arizona, este 2º día de marzo de 2022.

PARA EL PUEBLO DE QUEEN CREEK:

DOY FE:

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Gail Barney, Alcalde

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María E. González, Escribana del Pueblo

REVISADA POR:

APROBADA CON RESPECTO A SU  
FORMA:

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John Kross, ICMA-CM  
Administrador del Pueblo

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Dickinson Wright, PLLC  
Abogados del Pueblo



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER**

**FROM: SCOTT MCCARTY, FINANCE DIRECTOR**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1446-22  
 PROPOSING A PERMANENT ADJUSTMENT TO THE 1979-80 BASE EXPENDITURE  
 LIMITATION OF THE TOWN OF QUEEN CREEK TO BE SUBMITTED TO THE VOTERS  
 OF THE TOWN OF QUEEN CREEK AT THE PRIMARY ELECTION ON AUGUST 2,  
 2022.**

**DATE: March 2, 2022**

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**Suggested Action:**

To approve Resolution 1446-22 as presented.

**Relevant Council Goal(s):**

Effective Government: Financial Stability

**Discussion:**

In 1979-80, the Arizona Legislature enacted an Expenditure Limitation as a means to limit municipal expenditures in response to property taxes increasing at a greater rate than personal incomes. The formula is not practical for Queen Creek given the current size of our community now versus our initial limitation amount. For example, the initial limitation amount was established ten years prior to the Town's incorporation. The law contemplated situations such as the Town's in which the formula would be detrimental to the city or town, and the law allows for "local options" to either set an alternative expenditure limitation or adjust the base expenditure limit. These two options are the Home Rule option and the Permanent Base Adjustment.

The Town of Queen Creek currently operates under the Home Rule option and has done so since incorporation. Home Rule requires renewal by the voters every four years. The current voter-approved four-year cycle will expire in June 2023, with the completion of FY 2022-23.

A Permanent Base Adjustment establishes a new, permanent expenditure base that increases annually based on population and inflation. It does not require an election every four years. Accordingly, the Permanent Base Adjustment should be established with enough capacity to allow for expected future growth in Queen Creek.

At the August 4, 2021 Town Council meeting, the Town Council directed staff to explore the Permanent Base Adjustment option instead of a Home Rule renewal. At the October 20, 2021 Town

Council meeting, staff provided an update on the progress made towards future budget projections, preliminary budget estimates, and the formulae required in the base limit adjustment calculations.

At the November 17, 2021 Town Council meeting, staff presented updated budget estimates, provided a recommendation on the base adjustment amount, reviewed the public outreach process, and reviewed the calendar of remaining tasks up to election day. At that time, the recommended base adjustment increase was \$5.4 million based on preliminary estimates of the Town's population growth and inflation and an estimated FY23-24 budget amount of \$547 million.

At the December 1, 2021 Town Council meeting, the Town Council directed staff to move forward with a permanent base adjustment election in August 2022 and proceed with preparing the required election materials.

On January 28, 2022 the Town received a preliminary report of next year's expenditure limitation from the State Economic Estimates Commission. This report included a lower inflation factor than what staff had estimated in November. A lower inflation factor results in a lower total expenditure limit in future years than what was expected. In order to maintain sufficient expenditure capacity for the future, staff recommends increasing the proposed base adjustment by \$100,000, from \$5.4 million to \$5.5 million.

Throughout the process staff has been in contact with the Office of the Auditor General, who oversees municipalities' compliance with the Expenditure Limitation requirements; with the League of Arizona Cities and Towns, who provides guidance and templates to assist cities and towns with their Expenditure Limitation elections; with other cities that have recently completed a successful Permanent Base Adjustment election; and with the Town's attorneys.

The Town must receive voter approval in the August 2022 Primary Election for either a Permanent Base Adjustment or a four-year Home Rule renewal. A successful election is critical to maintain existing service levels and our Capital Improvements Program. As Council is aware, the CIP is typically about 2/3rds of the Towns' overall budget, reflecting the need of one of the State's fastest growing municipalities. Staff's recommendation is to approve the attached Resolution 1448-22 that proposes an increase to the 1979-80 base limit of \$5.5 million and place the question before voters next summer.

**Fiscal Impact:**

The fiscal impact of the proposed increase to the Town's base expenditure limitation is unique. It is a limit solely on expenditures; it is not about revenues. Existing revenues are unchanged and are not affected by the voter approval.

Approval of the Permanent Base Adjustment will ensure the Town Council can continue to meet the needs of existing and future services. Without a successful election, we cannot.

If the adjustment is not approved, it would result in drastic reductions in the Town's basic and core services. For example, for the fiscal year that just ended (FY 2020/21) the Town would have been required to reduce expenses by about \$135 million (from \$192.3 million to \$57.4 million). The \$57.4 million limit amount for FY 2020/21 was calculated using a combination of population and inflation growth factors from the 1978 base year.

The current year (FY 2021/22) statutory expenditure limit is \$63.5 million. For perspective, the Town's FY 2021/22 budget for public safety and fire services is \$33.1 million. If held to the statutory expenditure limit, all other Town services, including running a water and wastewater utility, building infrastructure, and paying debt service could not exceed the remaining \$30.4 million. Under such a scenario, we could not complete planned transportation, water, or wastewater projects identified in the approved CIP significantly affecting the needs of existing or new residents and businesses.

**Alternatives:**

The Town Council could direct staff to prepare for a Home Rule Renewal election in August 2022, instead of a Permanent Base Adjustment.

**Attachment(s):**

1. [Resolution 1446-22](#)
2. [Resolution No. 1446-22\\_Spanish](#)

**RESOLUTION 1448-22**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA; PROPOSING A PERMANENT ADJUSTMENT TO THE 1979-80 BASE EXPENDITURE LIMITATION OF THE TOWN OF QUEEN CREEK TO BE SUBMITTED TO THE VOTERS OF THE TOWN OF QUEEN CREEK AT THE PRIMARY ELECTION ON AUGUST 2, 2022.**

**WHEREAS**, Article IX, Section 20(6) of the Arizona State Constitution permits the submission to the voters of a city or town, of a permanent adjustment to the base expenditure limitation; and

**WHEREAS**, the Town Council of the Town of Queen Creek (the “Town”) has determined that a permanent base adjustment is necessary for the Town to have the ability to budget for and spend existing revenues for the benefit of the Town;

**WHEREAS**, the Town has determined that the permanent base adjustment does not impose any new or additional taxes, nor does it impose an increase in taxes;

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

**Section 1:** That the Permanent Base Adjustment shall be submitted to the qualified voters in the Town of Queen Creek at the Primary Election on August 2, 2022 as follows:

**SHALL THE EXPENDITURE BASE OF THE TOWN OF QUEEN CREEK BE PERMANENTLY ADJUSTED BY \$5,500,000?**

**Section 2:** That this election be held pursuant to the provisions of the Arizona Constitution and laws of the State of Arizona and Queen Creek Town Code.

**Section 3:** That the Town Clerk, Town Manager and Town Attorney are hereby authorized and directed to publish such documents and take such other actions as required by law to conduct the election.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 2nd day of March, 2022.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

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

\_\_\_\_\_  
Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
John Kross, ICMA-CM  
Town Manager

\_\_\_\_\_  
Dickinson Wright, PLLC  
Attorneys for the Town



**RESOLUCIÓN 1446-22**

**UNA RESOLUCIÓN DE LA ALCALDE Y DEL CONCILIO COMÚN DEL PUEBLO DE QUEEN CREEK, ARIZONA; PROPONIENDO UN AJUSTE PERMANENTE AL LÍMITE DE LOS GASTOS BASE DE 1979-80 DEL PUEBLO DE QUEEN CREEK A SER PRESENTADO A LOS ELECTORES DEL PUEBLO DE QUEEN CREEK EN LA ELECCIÓN PRIMARIA DEL 2 DE AGOSTO DE 2022.**

**CONSIDERANDO QUE**, el Artículo IX, Sección 20(6) de la Constitución del Estado de Arizona permite que se presente a los electores de una ciudad o pueblo, un ajuste permanente al límite de los gastos base; y

**CONSIDERANDO QUE**, el Concilio del Pueblo del Pueblo de Queen Creek (el “Pueblo”) ha determinado que un ajuste permanente a la base es necesario para que el Pueblo tenga la capacidad de presupuestar para y gastar los ingresos existentes para el beneficio del Pueblo;

**CONSIDERANDO QUE**, el Pueblo ha determinado que un ajuste permanente a la base no impone cualquier impuesto nuevo o adicional, ni impone un aumento a los impuestos;

**AHORA, POR LO TANTO, QUE SEA RESUELTO** por la Alcalde y el Concilio Común del Pueblo de Queen Creek, Arizona, como sigue:

**Sección 1:** Que el Ajuste Permanente a la Base se deberá presentar a los electores cualificados en el Pueblo de Queen Creek en la Elección Primaria del 2 de agosto de 2022 como sigue:

**DEBERÁ AJUSTARSE PERMANENTEMENTE LA BASE DE GASTOS DEL PUEBLO DE QUEEN CREEK POR \$5,400,000 Y PARA QUE ENTRE EN VIGOR EN EL AÑO FISCAL 2023-24**

**Sección 2:** Que esta elección se llevará a cabo de conformidad con las disposiciones de la Constitución de Arizona y las leyes del Estado de Arizona y el Código del Pueblo de Queen Creek.

**Sección 3:** Que por este medio se autoriza y dirige a la Escribana del Pueblo, al Administrador del Pueblo, y al Abogado del Pueblo para que publiquen tales documentos y para que tomen tales otras medidas requeridas por la ley para llevar a cabo la elección.

**APROBADA Y ADOPTADA** por la Alcalde y el Concilio Común del Pueblo de Queen Creek, Arizona, este 2º día de marzo de 2022.

PARA EL PUEBLO DE QUEEN CREEK:

DOY FE:

\_\_\_\_\_  
Gail Barney, Alcalde

\_\_\_\_\_  
María E. González, Escribana del Pueblo

REVISADA POR:

APROBADA CON RESPECTO A SU  
FORMA:

\_\_\_\_\_  
John Kross, ICMA-CM  
Administrador del Pueblo

\_\_\_\_\_  
Dickinson Wright, PLLC  
Abogados del Pueblo



TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.K

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER**

**FROM: BRUCE GARDNER , ASSISTANT TOWN MANAGER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION NO. 1447-22 GRANTING OF A FRANCHISE WITH SOUTHWEST GAS CORPORATION BENEFICIAL FOR THE TOWN OF QUEEN CREEK AND ORDERING THAT AT THE PRIMARY ELECTION TO BE HELD ON AUGUST 2, 2022 THERE SHALL BE SUBMIT TO THE VOTERS OF THE TOWN OF QUEEN CREEK THE QUESTIONS AS TO WHETHER OR NOT SAID FRANCHISE SHALL BE GRANTED TO SOUTHWEST GAS CORPORATION.&NBSP;**

**DATE: March 2, 2022**

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**Suggested Action:**

Move to approve Resolution No. 1447-22 that the Town Council deems the granting of a franchise with Southwest Gas Corporation beneficial for the Town of Queen Creek and ordering that at the primary election to be held on August 2, 2022 there shall be submitted to the voters of the Town of Queen Creek the question as to whether or not said franchise shall be granted to Southwest Gas Corporation.

**Relevant Council Goal(s):**

Effective Government - Intergovernmental Relations

- Cultivate relationships with statewide partners to work collaboratively with the Town on issues of mutual interest, enhance opportunities to improve the Town's economic sustainability, and secure existing revenue to provide for public safety and needed development.

**Discussion:**

Since 1997, Southwest Gas Corporation has held a 25-year franchise agreement with the Town. The current franchise agreement is set to expire in 2022 and, as a result, a new franchise agreement will need to be considered. Arizona law requires the Town Council find the franchise beneficial to the Town prior to submitting the question to the qualified electors at a regular or special election. A majority of those voting must approve the franchise before the Town can grant it. For the Town, this requirement basically only applies to Southwest Gas Corporation.

Earlier this year, the Town was approached by a representative of Southwest Gas Corporation to renew the franchise agreement for another 25-years. Utilities owned by other municipal organizations, such as Mesa Gas, does not require agreements to be approved by the voters. The proposed timeline for this to occur is as follows:

- March 2, 2022, the Council will be requested to consider and possibly approve a resolution with the updated franchise agreement.
- August 2, 2022, will be the primary election where the question for the franchise agreement will be asked of the voters.

Maria Gonzalez, Town Clerk, is working with the League of Arizona Cities and Towns to ensure the proper process, ballot language and approval dates are followed. Southwest Gas Corporation will be required to pay their share in the cost of the ballot measure for the franchise agreement.

**Fiscal Impact:**

The franchise agreement sets forth the terms and conditions under which Southwest Gas may continue to utilize the Town's rights-of-way to operate its natural gas system facilities. Under the terms of the franchise, Southwest Gas Corporation must pay a franchise fee equal to (2%) of the gross revenues collected from customers within the corporate limits of the Town for use of the public right-of-way. Southwest Gas Corporation will also pay:

- a. general ad valorem property taxes;
- b. transaction privilege and use tax authorized by Town ordinance;
- c. other charges, taxes or fees levied upon businesses generally throughout the Town; and
- d. applicable construction inspection fees.

Southwest Gas has agreed to pay one-half of the reasonable costs incurred by the Town to include this issue in the election to be held by the Town on August 2, 2022.

**Attachment(s):**

1. [Resolution No. 1447-22](#)
2. [Resolution No. 1447-22\\_Spanish](#)
3. [Franchise Agreement](#)
4. [Territory Map](#)

**RESOLUTION 1447-22**

**RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA DECLARING THAT THE TOWN COUNCIL DEEMS THE GRANTING OF A FRANCHISE WITH SOUTHWEST GAS CORPORATION BENEFICIAL FOR THE TOWN OF QUEEN CREEK AND ORDERING THAT AT THE PRIMARY ELECTION TO BE HELD ON AUGUST 2, 2022 THERE SHALL BE SUBMITTED TO THE VOTERS OF THE TOWN OF QUEEN CREEK THE QUESTION AS TO WHETHER OR NOT SAID FRANCHISE SHALL BE GRANTED TO SOUTHWEST GAS CORPORATION.**

**WHEREAS**, Arizona Revised Statute § 9-501, *et seq.*, authorizes the Town of Queen Creek to enter into franchise agreements with public utilities; and

**WHEREAS**, Southwest Gas Corporation desires to obtain a franchise with the Town of Queen Creek in the form set forth in the Franchise Agreement between Southwest Gas Corporation and The Town of Queen Creek Arizona (the “Franchise Agreement”), attached as **Exhibit “A”** and incorporated herein by reference; and

**WHEREAS**, the Town of Queen Creek, at the request of Southwest Gas Corporation, desires to conduct an election for the purpose of submitting to the electors of the Town of Queen Creek the question of whether the proposed franchise shall be granted; and

**WHEREAS**, the Common Council of the Town of Queen Creek finds that granting a franchise to Southwest Gas Corporation to be beneficial for the Town of Queen Creek;

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

**Section 1:** That the Mayor and Town Council of the Town of Queen Creek have determined that the granting of a franchise to Southwest Gas Corporation is beneficial for the Town of Queen Creek.

**Section 2:** That the question as to whether the franchise under the terms and conditions of the Franchise Agreement shall be granted to Southwest Gas Corporation in the Town of Queen Creek shall be submitted to the qualified voters in the Town of Queen Creek at the primary election on August 2, 2022.

**Section 3:** That this franchise election be held pursuant to the provisions of the Arizona Constitution and laws of the State of Arizona and Queen Creek Town Code.

**Section 4:** That the ballots used at the franchise election shall be substantially in the following form, which final language shall be subject to approval by the Town Clerk and the Town Attorney:

SHALL THE PROPOSED FRANCHISE BE GRANTED TO SOUTHWEST GAS CORPORATION FOR A PERIOD OF TWENTY-FIVE (25) YEARS FOR THE USE OF TOWN RIGHTS-OF-WAY FOR GAS UTILITY PURPOSES?

**Section 5:** That the Town Clerk, Town Manager, and Town Attorney are hereby authorized and directed to publish the proposed Franchise Agreement and take such other actions as required by law to conduct the election.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 2nd day of March, 2022.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

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

\_\_\_\_\_  
Maria E. Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
John Kross, ICMA-CM  
Town Manager

\_\_\_\_\_  
Dickinson Wright, PLLC  
Attorneys for the Town

**EXHIBIT “A”  
TO  
RESOLUTION 1447-22**

[Franchise Agreement]

See following pages.

## RESOLUCIÓN 1447-22

**UNA RESOLUCIÓN DE LA ALCALDE Y DEL CONCILIO COMÚN DEL PUEBLO DE QUEEN CREEK, ARIZONA, DECLARANDO QUE EL CONCILIO DEL PUEBLO CONSIDERA QUE LA CONCESIÓN DE UNA FRANQUICIA CON SOUTHWEST GAS CORPORATION SERÁ BENEFICIOSA PARA EL PUEBLO DE QUEEN CREEK Y ORDENANDO QUE EN LA ELECCIÓN PRIMARIA A LLEVARSE A CABO EL 2 DE AGOSTO DE 2022 SE DEBERÁ PRESENTAR A LOS ELECTORES DEL PUEBLO DE QUEEN CREEK LA CUESTIÓN DE SI SE DEBERÁ O NO CONCEDER DICHA FRANQUICIA A SOUTHWEST GAS CORPORATION.**

**CONSIDERANDO QUE**, el Estatuto de Arizona Modificado § 9-501, *et seq.*, autoriza al Pueblo de Queen Creek a establecer acuerdos de franquicia con servicios públicos; y

**CONSIDERANDO QUE**, Southwest Gas Corporation desea obtener una franquicia con el Pueblo de Queen Creek en la forma establecida en el Acuerdo de Franquicia entre Southwest Gas Corporation y El Pueblo de Queen Creek, Arizona (el “Acuerdo de Franquicia”), adjunto como **Prueba “A”** e incorporado al presente documento por referencia; y

**CONSIDERANDO QUE**, el Pueblo de Queen Creek, a petición de Southwest Gas Corporation, desea llevar a cabo una elección con el fin de presentar a los electores del Pueblo de Queen Creel la cuestión de si se deberá otorgar la franquicia propuesta; y

**CONSIDERANDO QUE**, el Concilio Común del Pueblo de Queen Creek encuentra que la concesión de una franquicia a Southwest Gas Corporation es beneficiosa para el Pueblo de Queen Creek.

**AHORA, POR LO TANTO, QUE SEA RESUELTO** por la Alcalde y el Concilio Común del Pueblo de Queen Creek, Arizona, como sigue:

- Sección 1:** Que la Alcalde y el Concilio del Pueblo del Pueblo de Queen Creek han determinado que la concesión de una franquicia a Southwest Gas Corporation es beneficiosa para el Pueblo de Queen Creek.
- Sección 2:** Que la cuestión de que si se deberá conceder la franquicia bajo los términos y las condiciones del Acuerdo de Franquicia se deberá otorgar a Southwest Gas Corporation en el Pueblo de Queen Creek se deberá presentar a los electores cualificados en el Pueblo de Queen Creek en una elección primaria el 2 de agosto de 2022.
- Sección 3:** Que esta elección de franquicia se llevará a cabo en conformidad con las disposiciones de la Constitución de Arizona y las leyes del Estado de Arizona y el Código del Pueblo de Queen Creek.
- Sección 4:** Que las boletas electorales utilizadas en la elección de franquicia deberán ser substancialmente en la siguiente forma, cuyo lenguaje final deberá estar sujeto a la aprobación de la Escribana del Pueblo y del Abogado del Pueblo:

**¿SE DEBERÁ OTORGAR LA FRANQUICIA PROPUESTA A SOUTHWEST GAS CORPORATION POR UN PERÍODO DE VEINTICINCO (25) AÑOS PARA EL USO DE LOS DERECHOS DE PASO DEL PUEBLO CON PROPÓSITOS DE SERVICIOS PÚBLICOS DE GAS?**

**Sección 5:** Que por este medio se autoriza y dirige a la Escribana del Pueblo, al Administrador del Pueblo, y al Abogado del Pueblo para que publiquen el Acuerdo de Franquicia propuesto y para que tomen tales otras medidas requeridas por la ley para llevar a cabo la elección.

**APROBADA Y ADOPTADA** por la Alcalde y el Concilio Común del Pueblo de Queen Creek, Arizona, este 2º día de marzo de 2022.

PARA EL PUEBLO DE QUEEN CREEK:

DOY FE:

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Gail Barney, Alcalde

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María E. González, Escribana del Pueblo

REVISADA POR:

APROBADA CON RESPECTO A SU  
FORMA:

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John Kross, ICMA-CM  
Administrador del Pueblo

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Dickinson Wright, PLLC  
Abogados del Pueblo



**FRANCHISE AGREEMENT  
BETWEEN  
SOUTHWEST GAS CORPORATION  
AND  
THE TOWN OF QUEEN CREEK, ARIZONA**

**Section 1 – Grant of Franchise**

The Town of Queen Creek, Arizona (“**Town**”) hereby grants to Southwest Gas Corporation, a corporation organized and existing under and by virtue of the laws of the State of California (herein called “**Grantee**”), its successors and assigns, the right and privilege to construct, maintain and operate its gas system and gas system facilities, as defined herein, upon, over, along, across and under the present and future public rights-of-way within the Town (the “**Franchise**”). These public rights-of-way include, but are not limited to, present and future roads, streets, alleys, ways, bridges, highways, and public places within the Town (“**Public Rights-of-Way**”). Grantee's gas system is for the purpose of supplying natural gas, renewable natural gas, hydrogen and/or artificial gas, including gas manufactured by any method whatsoever, and/or gas containing a mixture of natural gas, renewable natural gas, hydrogen and/or artificial gas (herein all types of gas will be collectively referred to as “**gas**”) to Town, its successors, the inhabitants thereof, and all individuals and entities, either within or beyond the limits thereof, for all purposes. Grantee’s gas system includes a transmission and distribution system of gas mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities, appurtenances and/or property for the purpose of supplying gas (individually, and collectively, “**Gas System Facilities**”). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Gas System Facilities from time to time as may be necessary.

**Section 2 – Term**

The Effective Date of this Franchise shall be \_\_\_\_\_. This Franchise shall continue and remain in full force and effect for a period of twenty-five (25) years from the Effective Date. Unless terminated earlier by written agreement of the parties, this Franchise will expire on \_\_\_\_\_.

**Section 3 – Construction**

3.1 Grantee shall perform all construction under this Franchise in accordance with established industry standards. Before Grantee makes any installations in the Public Rights-of-Way, Grantee shall apply for and obtain from Town such permit or permits as are required by Town to be issued for other similar construction or work in the Public Rights-of-Way; provided, however, Grantee shall have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its Gas System Facilities. If such action is required, Grantee shall advise Town of the work performed to maintain its system and apply for a permit as soon as is practicable.

3.2 Upon reasonable notice by Town of the proposed paving of a Public Right-of-Way, Grantee shall review the Town’s proposed paving plan and, if warranted in the Grantee’s judgment, extend or replace its Gas System Facilities in order to reasonably avoid the need to subsequently cut the paved Public Right-of-Way.

3.3 Construction of Grantee's Gas System Facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of Grantee's Gas System Facilities pursuant to this Franchise Agreement shall be subject to regulation by the applicable provisions of the Town Code in place at the time of installation. If a provision of the Town Code is inconsistent with Title 49 of the Code of Federal Regulations or any other applicable federal or Arizona state law, rule, order, or regulation, then Grantee and Town agree that Title 49 of the Code of Federal Regulations or the other applicable federal, or Arizona state law, rule, order or regulation shall govern. Pursuant to A.R.S. § 40-360.30 and any other applicable law, Grantee shall maintain installation records of the location of all its Gas System Facilities in the Public Rights-of-Way. Grantee's Gas System Facilities are defined as critical infrastructure by the federal government and as such, Town agrees that records of the location or design of natural gas facilities are proprietary to Grantee and Town shall not release nor make available any records to any outside party without the express, written permission of Grantee.

3.4 Grantee shall not install, construct, maintain or use its Gas System Facilities in a manner that damages or interferes with any existing facilities of another utility located in the Public Right-of-Way.

3.5 Upon request, Grantee shall provide the Town with, on an annual basis, its known proposed capital plan and reasonably foreseeable future corridor plans for all improvements in the Town's planning area. The Town shall provide Grantee with its proposed capital improvement plan on an annual basis.

3.6 If Town undertakes, either directly or through a contractor, a construction project adjacent to Grantee's Gas System Facilities operated pursuant to this Franchise, Town, at Town's discretion, may notify Grantee of such construction project. If notified, Grantee shall take steps as Grantee determines in its discretion to be reasonably necessary to maintain the safety of Grantee's Gas System Facilities throughout the construction project.

3.7 Town will make reasonable efforts to complete permit application reviews within 10 business days. In no event, will any permit application reviews exceed a timeframe of 15 business days, unless otherwise agreed to between Grantee and Town.

#### **Section 4 – Restoration of Public Rights-of-Way**

If, in the construction, maintenance or operation of its gas system, Grantee damages or disturbs the surface or subsurface of any public road adjoining public property or the public improvement located thereon, then Grantee shall restore the surface or subsurface of the public road or public improvement thereon to a reasonably similar condition as existed at the time of the damage or disturbance and consistent with required construction standards in effect at that time. With respect to any such required repairs to Town public improvements or public property (other than public roads and related infrastructure) caused by Grantee's operations under this Franchise, Grantee shall have the option to either perform the repairs or to pay to Town, upon demand, the reasonable cost of such repairs. Unless otherwise provided for herein, Grantee shall be responsible for the costs of the restoration. Nothing in this Franchise shall be construed as constituting a contractual obligation on the part of Grantee that assumes jurisdiction over, or an obligation to maintain, such public road, public property or public improvement thereon.

#### **Section 5 – Franchise Fee**

5.1 In lieu of any license fees, permit fees, taxes or other fees or surcharges (including but not

limited to plan review fees and inspection fees, including overtime and pavement cut surcharges) being imposed on Grantee by Town, and in consideration of the grant of this Franchise, Grantee shall pay to Town a sum equal to two percent (2%) of the Grantee's gross revenue from the sale and/or delivery of gas by Grantee within the corporate limits of Town as shown by Grantee's billing records ("Franchise Fee"). Grantee's Gross Revenues are derived from Grantee's Commodity Charge and Basic Service Charge, as provided in the Grantee's Arizona Gas Tariff on file with the Arizona Corporation Commission, as may be amended from time to time. Such payments shall be due in quarterly installments not later than thirty (30) days after the end of each calendar quarter. For payments not made by the required time, Grantee must pay interest in the amount of 1.5% per month accrued and accruing on any unpaid amount due. The Town may waive interest and penalties for reasonable cause or if casualty renders Grantee unable to compute or estimate the liability from business records.

### **Section 6 – Town Fees and Taxes**

Notwithstanding any provision to the contrary herein, Grantee shall pay the following charges, taxes and fees as established in a code or ordinance properly adopted by the Town:

- A. General ad valorem property taxes;
- B. Transaction privilege and use tax authorized by Town ordinance and billed by Grantee from users and consumers of gas within the corporate limits of the Town, without reduction or offset;
- C. Other charges, taxes or fees levied upon businesses generally through the Town provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within Town.

### **Section 7 – Relocation of Facilities**

7.1 The Town reserves its prior right to use the Public Rights-of-Way and Town property, including the surface areas, for all Town governmental function projects funded with Town funds. Grantee shall, upon written request by Town, relocate, without expense to the Town, any of Grantee's Gas System Facilities that are in direct, physical conflict with Town facilities that will be installed as part of a Town governmental function project funded with Town funds to such location as the Town and Grantee agree. Grantee's Gas System Facilities shall be deemed to be in direct, physical conflict with a Town governmental function project provided that the location at which the facilities to be installed as part of the Town project are to be placed directly coincides with the physical location of Grantee's Gas System Facilities and such conflict cannot be avoided by the Town with reasonable and diligent efforts. In the event the governmental function project is paid for totally or in part with non-Town funds, then Grantee's costs of moving its Gas System Facilities shall be borne by the source of the non-Town funds or the Town in the same ratio as the non-Town funds bear to the total project cost.

7.2 Town will bear the reasonable cost of relocating any of Grantee's Gas System Facilities (a) that are not in direct, physical conflict with any Town facilities that will be installed as part of a Town governmental function project (or are in direct, physical conflict but such conflict could have been avoided by the Town with reasonable and diligent efforts); or (b) the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of any project other than a governmental function project funded with Town funds.

7.3 If Grantee is required to relocate any Gas System Facilities within one year of construction or relocation of such facilities paid for by Grantee, the costs of relocation shall be borne by Town.

7.4 If Town requires Grantee to relocate Grantee's Gas System Facilities that are located in a private easement then the costs and expenditures associated with purchasing a new private easement and relocating Grantee's Gas System Facilities shall be paid by Town.

7.5 If relocation of any Gas System Facilities is required or requested due to the actions or inactions of any party other than the Town, the third party shall be responsible for the cost of such relocation and Grantee shall not be required to commence such work until such time that the third party compensates Grantee for the relocation costs in cash or other manner acceptable to Grantee.

7.6 The Town and Grantee agree that Town is not a party to disputes among permittees or other interested parties using the Public Right-of-Way.

7.7 Town will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under this Franchise. If Town requires Grantee to relocate Grantee's facilities to avoid conflict with the installation or relocation of other utility facilities, then the costs and expenditures associated with relocating Grantee's facilities shall be paid by the Town.

7.8 All underground abandoned lines shall continue to remain the property of the Grantee, unless the Grantee specifically acknowledges otherwise to the Town Engineer and such is accepted by the Town. Grantee shall remove, at Grantee's sole cost, abandoned lines at the request of Town when Grantee's Gas System Facilities are in direct, physical conflict with Town facilities that will be installed as part of a Town governmental function project that is funded with Town funds. In the event the governmental function project is paid for totally or in part with non-Town funds, then the Grantee's costs of moving the underground abandoned lines shall be paid by the source of the non-Town funds or the Town in the same ratio as the non-Town funds bear to the total project cost. Grantee may contract with Town contractor for such removal.

7.8.1 Prior to removal of any abandoned lines, Grantee must notify Town of its intent to remove abandoned lines and offer possession and ownership of said lines to Town. If Town elects to accept the abandoned lines, Town's acceptance shall be based solely upon Town's own inspection, investigation and analysis, and such transfer shall be on an "AS IS", "WHERE IS", basis, and without representation or warranty by Grantee. Upon such transfer, Town shall assume, and Grantee shall be relieved of, any and all obligations or responsibilities with respect to the abandoned lines.

7.8.2 Grantee must identify the location of any known abandoned lines not accepted by Town as they exist through Blue Staking.

## **Section 8 – Indemnification**

Town shall not be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its Gas System Facilities under this Franchise, and the acceptance of this Franchise shall be deemed an agreement on the part of Grantee to indemnify and hold harmless the Town from and against any and all liability, loss, costs, damages or any other expenses, which may be imposed on the Town by reason of the



This Franchise is subject to the approval of the qualified electors of the Town.

**Section 13 – Independent Provisions**

If any section, paragraph, clause, phrase or provision of this Franchise shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

**Section 14 - Default; Dispute Resolution**

14.1 Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from the other party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

14.2 To further cooperation by the parties in implementing this Franchise, the Town and Grantee each shall designate and appoint a representative to act as a liaison between the Town and its various departments and Grantee. The initial representative for the Town shall be the Town Manager and the initial representative for Grantee shall be its project manager, as identified by Grantee from time to time. The parties' representatives shall be available at all reasonable times to discuss and review the performance of the parties under this Franchise.

14.3 If a dispute between the parties arising out of this Franchise cannot be resolved by the parties, Town and Grantee agree to attempt resolution through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the Presiding Judge of the \_\_\_\_\_ Town Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

**Section 15 – Audit Rights**

15.1 During the term of this Franchise, Town has the authority, at Town's expense, to conduct an audit of the Grantee's pertinent books and records to verify gross revenue for the prior calendar year. The audit shall be conducted in such a way as not to disrupt Grantee's business operations. This audit shall not be required more than once in a single 12-month period.

15.2 Grantee shall pay to the Town within 45 days written notice any amounts that are due to the Town as determined by any such audit of Grantee's books and records. Reimbursement for underpayment as a result of audit findings shall be identified as late payments and are subject to late payment interest of 12% per year.

We, the undersigned, the Town Council of the Town of \_\_\_\_\_, Arizona, pass and adopt this Franchise Agreement this \_\_\_\_ day of \_\_\_\_\_.

TOWN OF \_\_\_\_\_

SOUTHWEST GAS CORPORATION

A California Corporation

By: \_\_\_\_\_  
(Name, Title)

By: \_\_\_\_\_  
(Name, Title)

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

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

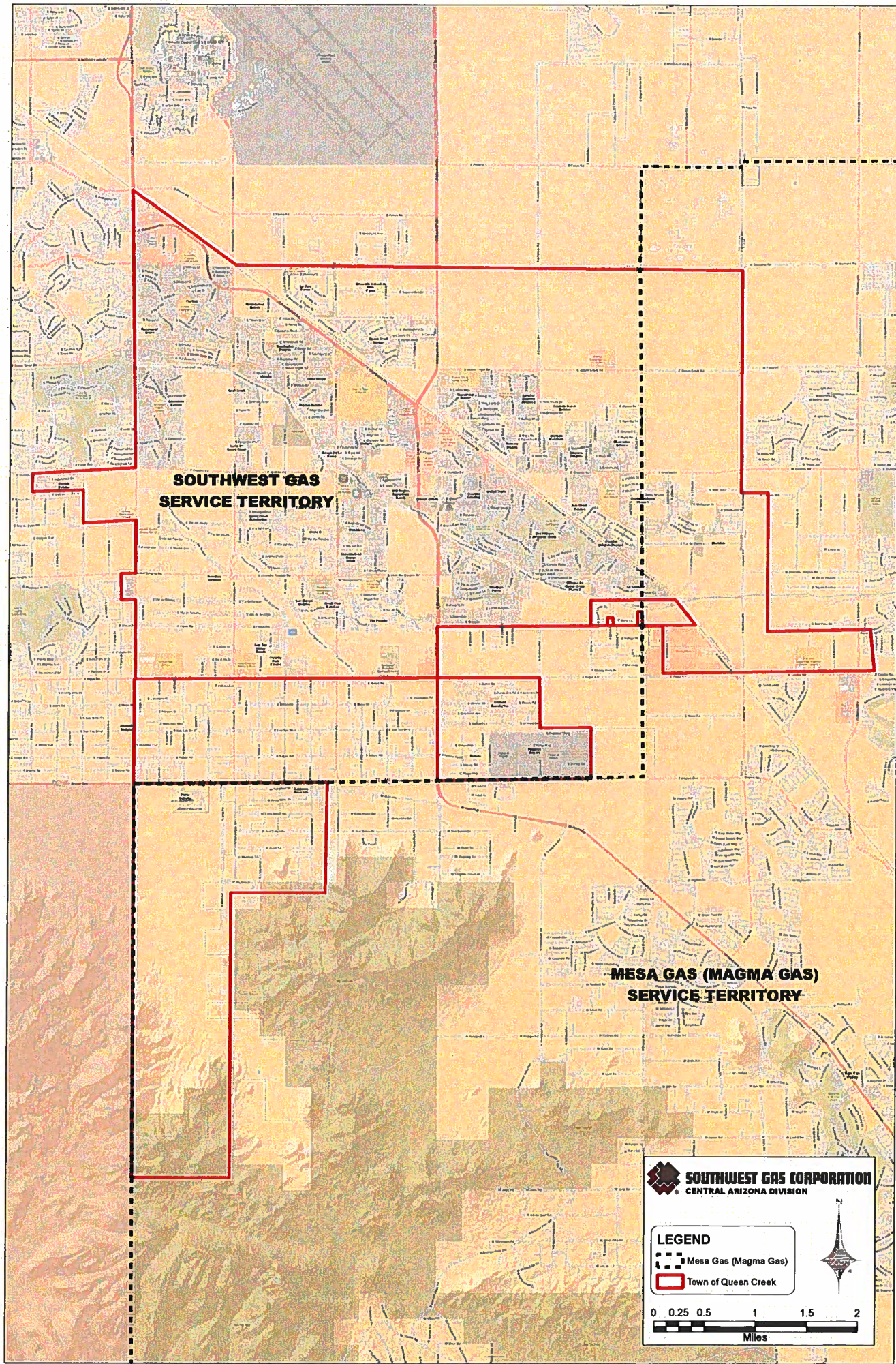
ATTEST:

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

APPROVED AS TO FORM:

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









TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.L

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER**

**FROM: MARIA GONZALEZ CMC, TOWN CLERK**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION NO. 1448-22 AUTHORIZING THE MAYOR, TOWN MANAGER, TOWN CLERK AND TOWN ATTORNEY TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH MARICOPA COUNTY AND PINAL COUNTY FOR 2022 ELECTION AND VOTER REGISTRATION SERVICES.&NBSP;**

**DATE: March 2, 2022**

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**Suggested Action:**

Approve Resolution 1448-22 authorizing the Mayor, Town Manager, Town Clerk, and Town Attorney to enter into intergovernmental agreements with Maricopa County and Pinal County for 2022 election and voter registration services.

**Relevant Council Goal(s):**

Effective Government

**Discussion:**

Staff is seeking authorization to enter into Intergovernmental Agreements with Maricopa County and Pinal County for Election and Voter Registration services for the 2022 Election Cycle.

**Fiscal Impact:**

The cost to conduct an election is based on the number of registered voters. Queen Creek's Primary and General Elections are consolidated on County/State ballots; therefore, the cost per ballot and pamphlet are estimated to be \$56,135 (Maricopa County = \$0.50/ ballot; Pinal County = 0.75/ballot) and \$19,600 respectively for an approximate total of \$56,134.25. This is budgeted in the FY22/23 Budget pending the Budget Committee's recommendation and final approval of the Town Council.

**Alternatives:**

The Town could attempt to manage all election services and voter registration services itself, but this would likely result in significant costs and risk to the Town because the Town has historically worked with Maricopa and Pinal Counties for election administration, does not currently possess the internal resources to manage the administrative requirements of conducting elections, and will be unable to acquire those resources before the 2022 elections.

**Attachment(s):**

1. Resolution No. 1448-22
2. Resolution No. 1448-22\_Spanish
3. IGA\_Pinal County

**RESOLUTION 1448-22**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AUTHORIZING THE MAYOR, TOWN MANAGER, TOWN CLERK, AND TOWN ATTORNEY TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH MARICOPA COUNTY AND PINAL COUNTY FOR 2022 ELECTION AND VOTER REGISTRATION SERVICES.**

**WHEREAS**, A.R.S. §§ 16-201 *et seq.* provides for the holding of a Primary election; and

**WHEREAS**, A.R.S. § 16-211 provides for the holding of a General Election; and

**WHEREAS**, A.R.S. §§ 11-951 *et seq.* permits the Town of Queen Creek, Arizona (the “Town”) to enter into Intergovernmental Agreements with other Public Agencies, as defined in A.R.S. § 11-951; and

**WHEREAS**, the Town wishes to enter into Intergovernmental Agreements with Maricopa County and Pinal County to facilitate election services and voter registration services for all elections held in 2022;

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

**Section 1:** The Mayor, Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to do all acts, negotiate, and sign all documents necessary in connection with entering into Intergovernmental Agreements with Maricopa County and Pinal County for 2022 election and voter registration services.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 2nd day of March, 2022.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

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

\_\_\_\_\_  
Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
John Kross, ICMA-CM  
Town Manager

\_\_\_\_\_  
Dickinson Wright, PLLC  
Attorneys for the Town

**RESOLUCIÓN 1448-22**

**UNA RESOLUCIÓN DE LA ALCALDE Y DEL CONCILIO COMÚN DEL PUEBLO DE QUEEN CREEK, ARIZONA, AUTORIZANDO A LA ALCALDE, AL ADMINISTRADOR DEL PUEBLO, A LA ESCRIBANA DEL PUEBLO, Y AL ABOGADO DEL PUEBLO PARA QUE CELEBREN ACUERDOS INTERGUBERNAMENTALES CON EL CONDADO MARICOPA Y EL CONDADO PINAL PARA LOS SERVICIOS DE REGISTRO ELECTORAL Y ELECCIONES PARA 2022.**

**CONSIDERANDO QUE**, el estatuto A.R.S. §§ 16-201 *et seq.* provee estipulaciones para llevar a cabo una Elección Primaria; y

**CONSIDERANDO QUE**, el estatuto A.R.S. §§ 11-951 *et seq.* permite que el Pueblo de Queen Creek, Arizona (el “Pueblo”) celebre Acuerdos Intergubernamentales con otras Agencias Públicas, como está definido en el estatuto A.R.S. § 11-951; y

**CONSIDERANDO QUE**, el Pueblo desea celebrar Acuerdos Intergubernamentales con el Condado Maricopa y el Condado Pinal para que provean servicios para la elección y servicios de registro electoral para todas las elecciones llevándose a cabo en 2022;

**AHORA, POR LO TANTO, QUE SEA RESUELTO** por la Alcalde y el Concilio Común del Pueblo de Queen Creek, Arizona, como sigue:

**Sección 1:** Que por este medio se autoriza y dirige a la Alcalde, al Administrador del Pueblo, a la Escribana del Pueblo, y al Abogado del Pueblo para que lleven a cabo todo acto, para que negocien, y para que firmen todos los documentos necesarios en conexión con la celebración de los Acuerdos Intergubernamentales con el Condado Maricopa y el Condado Pinal para los servicios de registro electoral y de elecciones de 2022.

**APROBADA Y ADOPTADA** por la Alcalde y el Concilio Común del Pueblo de Queen Creek, Arizona, este 2º día de marzo de 2022.

PARA EL PUEBLO DE QUEEN CREEK:

DOY FE:

\_\_\_\_\_  
Gail Barney, Alcalde

\_\_\_\_\_  
María E. González, Escribana del Pueblo

REVISADA POR:

APROBADA CON RESPECTO A SU  
FORMA:

\_\_\_\_\_  
John Kross, ICMA-CM  
Administrador del Pueblo

\_\_\_\_\_  
Dickinson Wright, PLLC  
Abogados del Pueblo

<b>To Be Completed by Municipality</b>	
Contact	_____
Title	_____
Address	_____
Phone	_____
Email	_____

<p align="center"><b>Completed Agreement filed and returned to:</b></p> <hr/> <p align="center"><b>Pinal County Elections Dept. P. O. Box 2209 Coolidge, AZ 85128</b></p>
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**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF SERVICES  
BY THE PINAL COUNTY ELECTIONS  
AND RECORDER DEPARTMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “Municipality”.

**WHEREAS**, A.R.S. Section 11-952 allows public agencies to contract for services and enter into agreements; and,

**WHEREAS**, Municipality may hold Special/Regular elections for bond issues, recalls, overrides, etc. pursuant to A.R.S. Sections 9-231, 9-523, 19-201 et seq., and,

**WHEREAS**, County is authorized, pursuant to A.R.S. Sections 11-251(3), 16-172, and 16-511, et seq., to perform services concerning elections, and,

**WHEREAS**, County and Municipality have determined that the use of certain services of the Pinal County Elections Department and the Pinal County Recorder’s Office is in the public interest, and the County agrees to provide such services.

**NOW, THEREFORE**, in consideration of the mutual covenants of and stipulations set forth herein, the parties agree as follows:

1. The purpose of this Agreement is to secure the services of the County for the preparation and conduct of \_\_\_\_\_ election (s) to be held on \_\_\_\_\_.  

Name of election
Date of election

**2. The Services provided by the County Election Department are:**

- a. Prepare ballot formats for the Municipality to be approved by the Jurisdiction.
- b. Provide the sample ballots with the Municipality measures' positions according to precincts within the boundaries of the Municipality.
- c. Provide sample ballots, if required, for public distribution and issue them through the Municipality.
- d. Provide ballots to be used in each precinct, which will allow qualified electors to vote for the Municipality Candidates and/or Measures.
- e. Conduct logic and accuracy tests as required by law and publishing all legal notices in connection therewith.
- f. Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment as mutually agreed upon between Municipality and County.
- g. Cause the precinct election boards to utilize the copies of precinct registers, prepared from the records of the County Recorder, for the purpose of identifying the electors qualified to vote in the above-mentioned election(s).

**3. The Services provided by the County Recorder are:**

- a. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the Municipality limits. Said registers shall be prepared from the voter registration records of the County Recorder
- b. **Early Voting – Indicate only one below:**

**Municipality authorizes County Recorder to handle all Early Voting Functions.**

**Municipality will be handling Early Voting functions. The County Recorder will provide the following:**

1) A list of qualified electors who are eligible to vote early: such lists are to be used solely by the Municipality for Early Voting, or such other election related purposes as may be specifically authorized by law.

2) A list of permanent early voters within the Municipality that are to automatically be mailed an early ballot. Said lists shall be generated from the voter registration records of the County Recorder.

**4. Obligation of Municipality. The Municipality or designate thereof agrees to:**

- a. Provide the Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.
- b. Provide a certified list of measures and the order of appearance of the measures to the Elections Department ninety (90) days prior to the election.
- c. Provide nomination petitions and other necessary information to prospective candidates for council positions.
- d. Accept candidates' nomination documents for filing.
- e. Accept candidates' financial disclosure statements.
- f. Accept all campaign finance statements and expenditure reports from candidates and/or candidates' campaign committees.
- g. Provide the County Elections Office with the names of any Write-in candidates as prescribed by law.
- h. Prepare and Issue certificates of the result of the election.
- i. Publish all legal notices in connection with a municipal election with the exception of the logic and accuracy test notification as described in Section 2(e) of this agreement.
- j. If the Municipality chooses to conduct their own early voting, provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. Section 16-550(A). These copies can be provided by mail, hand delivery, or fax as time constraints dictate.
- k. Pay to County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by County pursuant to this Agreement. Municipality will make said payment to County within fourteen (14) days after presentation by County of demand for said payment.
- l. If the Municipality chooses to conduct their own early voting, a list of all "Inactive Status" electors who voted in the election pursuant to A.R.S. Section 16-583 shall be provided to the County Recorder.
- m. Agree to be a point of contact regarding conditional provisional ballots – in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates; provide a daily receipt of identification forms from conditional provisional ballot holders by the Municipality

Clerk's office that will be forwarded to the Voter Registration Department of the Pinal County Recorder. This can be done by fax or hand-carried.

5. **Manner of Financing and Budgeting.** Each party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement, and agrees that such funds shall be solely available therefore.
6. **Termination.** This Agreement shall terminate upon all matters connected with the election being resolved, legal challenges excepted or upon written notice by either party to the other within thirty (30) days of the effective date of this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then, in such event, Municipality shall be solely responsible for defending, legally or otherwise, said election.
7. **Indemnification of County.** To the extent allowed by law, the County agrees to indemnify and hold harmless the Municipality from all injuries to persons or property caused by the acts or omissions of the County arising out of the County's activities under this Agreement. To the extent allowed by law, the Municipality agrees to indemnify and hold harmless the County from all injuries to persons or property caused by the acts or omissions of the Municipality arising out of the Municipality's activities under this Agreement.
8. **Conflict of Interest.** The parties have been advised of and are aware that the Pinal County Attorney's Office represents both Pinal County and also the Municipality and have been informed to seek the advice of outside counsel. The parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal County Attorney's Office and expressly approve of the Pinal County Attorney's Office dual representation.



- 9. Effective Date and Term of Agreement.** This Agreement shall be effective upon approval by the Pinal County Board of Supervisors, and shall terminate as provided in paragraph 6 above.
- 10. Nondiscrimination.** The parties shall comply with Executive Order 2009-9 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 11. Severability.** If any provisions of this Agreement or application thereof to the County, Municipality, person or circumstances is held invalid; such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid provision or application and to the end the provisions of the Agreement are declared to be severable.
- 12. E-Verify/Immigration.** The parties warrant and represent to each other that they are in compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. Sections 41-4401 and 23-214, and all other federal and state immigration laws and regulations.
- 13. Cancellation.** This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. Section 38-511.
- 14. Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and by applicable federal law.
- 15. Entire Agreement.** This Agreement contains the entire agreement between parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.
- 16. Notices.** All notice required by this Agreement, such as notice of termination, shall be sent by U.S certified mail, return receipt requested, or delivered by hand to the party at

the address indicated or such other address requested by notice to the other party. A notice shall be considered given when received.

<u>County:</u> Pinal	<u>Municipality:</u> _____
<u>Name, Title:</u> Pinal County Elections Dept.	<u>Name, Title:</u> _____
<u>Address:</u> P. O. Box 2209, Coolidge, AZ 85128	<u>Address:</u> _____

Notwithstanding the above, any routine communications between the parties that do not affect the rights of obligations of the parties, such as communications regarding the election(s), results, canvass, or otherwise may be sent and received via email.

**17. Waiver.** A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

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

**DISTRICT**

\_\_\_\_\_  
Name of District

\_\_\_\_\_  
Printed Name

**BY:** \_\_\_\_\_  
Signature

**ATTEST:**

**BY:** \_\_\_\_\_  
City/Town Clerk

**Approved as to form:**  
And within the powers and authority granted under the laws of this State to the District

**BY:** \_\_\_\_\_  
District/City/Town Attorney

**PINAL COUNTY  
ELECTIONS**

\_\_\_\_\_  
Pinal County Elections Director

**BY:** \_\_\_\_\_  
Signature

**PINAL COUNTY BOARD OF  
SUPERVISORS**

**BY:** \_\_\_\_\_  
Chairman

**ATTEST:**

**BY:** \_\_\_\_\_  
Clerk, Board of Supervisors

**Approved as to form:**

**BY:** \_\_\_\_\_  
Deputy County Attorney



TOWN OF  
**QUEEN CREEK**  
ARIZONA

11.A

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS ICMA-CM, TOWN MANAGER

**FROM:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, ERIK SWANSON,  
PLANNING ADMINISTRATOR

**RE:** PUBLIC HEARING AND POSSIBLE ACTION ON P22-0009 THE KNOTTY BARN AT  
ROCKIN R FARMS CONDITIONAL USE PERMIT, A REQUEST BY RALPH PEW, PEW  
& LAKE, PLC, FOR A CONDITIONAL USE PERMIT FOR PUBLIC ASSEMBLY AND  
OUTDOOR RECREATION AND EVENTS, LOCATED AT THE SOUTHWEST CORNER  
OF 204<sup>TH</sup> STREET AND SUPERSTITION DRIVE.

**DATE:** March 2, 2022

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**Suggested Action:**

Move to approve P22-0009 The Knotty Barn at Rockin R Farms Conditional Use Permit, subject to the Conditions of Approval outlined in this report.

**Planning Commission Recommendation:**

The Planning Commission voted to recommend approval of P22-0009 The Knotty Barn at Rockin R Farms Conditional Use Permit, with a vote of 5-2 at their regularly scheduled February 9, 2022 meeting. Commissioners Spall and Young dissented citing concerns with potential impacts to the surrounding community.

**Relevant Council Goal(s):**

Secure Future

**Summary:**

This proposal consists of a request by Ralph Pew for a Conditional Use Permit to allow Public Assembly and Outdoor Recreation and Events, located at the southwest corner of 204<sup>th</sup> Street and Supersition Drive, within the Ellsworth Mini-farms community.

**History:**

May 31, 1990: Town Council approved the adoption of the Zoning Ordinance and associated Zoning Map, designating the subject site and surrounding properties as Rural Estate (R1-43).

### **Project Information:**

Project Name: The Knotty Barn at Rockin R Farms  
Site Location: SWC Superstition Drive and 204th Street  
Current Zoning: R1-43  
General Plan: Rural  
Surrounding Zoning Designations:  
North: Superstition Drive, R1-43  
West: R1-43  
South: R1-43  
East: 204th Street, R1-43  
Site Area: Approximate 4 acres (net)  
Parking Required: 72 stalls (1 stall per 50 sq. ft.)  
Parking Proposed: 120 stalls (using both pastures)

### **Discussion:**

This proposal consists of a request by Ralph Pew for a Conditional Use Permit to allow Public Assembly and Outdoor Recreation and Events, located at the southwest corner of 204th Street and Superstition Drive, within the Ellsworth Mini-farms community. The subject site is approximately 4-acres, with Superstition Drive running the length of the northern boundary, and 204<sup>th</sup> Street running the length of the eastern boundary. Residential acreage properties are adjacent to the site's eastern and southern boundaries.

According to the applicant, the Knotty Barn provides a venue for weddings, baby showers, corporate events, and other public assembly operations primarily between mid-September through Memorial Day. All activities take place in the rear of the property inside: 1) an approximate 3,600 square foot barn, 2) a small outdoor gathering area that separates the barn from the southern property boundary that is approximately 3,500 square feet in area, and 3) a bride's "getting ready" house located at the northeast corner of the site. Designated parking is provided onsite in one of two pastures. The eastern pasture is the main parking area, allowing for at least 60 parking stalls. The western pasture is reserved for the keeping of livestock, but may be used in the event additional parking is needed (per code 72 stalls may be required with 1 stall per 50 sq. ft.). However, capacity of the facility would prevent both pastures being utilized at a any given time. Additionally, the opportunity for angled parking along both Superstition Drive and 204<sup>th</sup> Street is available. The pastures are only utilized for parking during events. Visitors and interested parties may either park adjacent to the barn or along the street frontages. The pastures currently provide a grass area that limits need for dust mitigation. In the event that dust generation is an issue, the property owner will need to provide dust attenuation.

Events are primarily conducted on weekends, with an end time of 10 p.m. that is strictly enforced by the property owner. Following any event, after guests leave, clean-up of the site occurs to bring the site to it's normal condition and residential appearance. Furthermore, according to the applicant, while events are in operation, the property owner monitors sounds emittance using a decibel reader to ensure adjacent residents are not disturbed, and that the site will remain in compliance with the

Queen Creek noise ordinance. It is worth noting that the nearest residence is approximately 250' northwest of the barn, 460' northeast of the barn, and separated by 204<sup>th</sup> Street, and approximately 700' south of the barn.

Planning Commission is recommending a three-year timing condition which will require a new application, public review and hearing process and reapproval of the Conditional Use Permit by Town Council. If any future expansion or change of use were to occur, the existing Site Plan (see attachment) would serve as the basis to enforce the parameters as depicted, and a new Conditional Use Permit with a Site Plan would be required.

**Public Participation:**

A neighborhood meeting was conducted on November 15, 2021, in the Community Chambers with approximately 26 neighbors attending. While a majority of attendees generally supported the request, three families opposed the request citing concerns with traffic, the change to the agrarian nature of the neighborhood, noise, clean-up of the property following events, and that the approval of this use would open the door to other uses. The applicant responded to the concerns by ensuring that the surrounding residents that traffic would be directed to Germann Road using 204<sup>th</sup> Street or to Ellsworth Road using Supersition Drive which are direct connections to the arterial streets, the events would not impact the agrarian nature of the community as all activities are contained on the property and within buildings and conducted on a limited basis, that the Town's noise ordinance would be strictly enforced along with clean-up of the property, and that any other use that is generally not allowed would have to go through the same public hearing process, including a neighborhood meeting, and reviewed on its own merits. Residents in support of the request responded that the property owner has done an acceptable job in ensuring the use does not negatively impact the surrounding community.

Staff has had a couple of phone conversations with a resident in the area expressing concerns regarding the use. The resident attended the neighborhood meeting.

**Planning Commission Hearing:**

Approximately 35 persons attended the meeting with 20 attendees speaking in support, and two residents speaking in opposition. The Commissioners asked a number of questions regarding operations, the CUP timeframe, parking arrangements, and business operations. The applicant addressed all the questions. The Planning Commission voted to recommend approval with a vote of 5-2.

**Analysis:**

**Conditional Use Permit Review:**

Conditional Uses are those land uses that may be desirable in a community, but may by their nature, require special site and design considerations in order to ensure that they are compatible with adjacent uses and community standards. The Planning Commission, and ultimately the Town Council

are charged with determining whether or not a proposed location is suitable for such uses. The purpose of the Conditional Use Permit is to have an additional tool to maintain development standards.

As outlined in the Zoning Ordinance, the following approval criteria for evaluating a proposed Conditional Use is provided, applicant responses are provided in italics:

1. The proposed Conditional Use shall be in compliance with all regulations of the applicable zoning district, the provisions of Article 5 of this Ordinance, and any applicable performance standards as set forth in Article 6 of this Ordinance.

*The proposed use complies with the Articles 4 and 5 of the Queen Creek Zoning Ordinance and the applicant has worked with staff to implement measures that will bring about compliance with sections of article 6 pertaining to accessory uses and home based occupations.*

2. The proposed Conditional Use shall conform to the character of the neighborhood, within the same zoning district, in which it is located. In making such a determination, consideration shall be given to the location, type and height of buildings or structures and the type and extent of landscaping and screening on the site.

*The property is, first and foremost, a residential property that is the full-time residence of the Property Owners, Ray and Robyn Epps. This primary use is in complete conformance with the character of the surrounding properties and uses. The Knotty Barn is a part-time, accessory use on the same property that is similar to the business uses of many of the surrounding properties. In the immediate vicinity there are plant nurseries, contractor yards, an exotic animal farm, sewing shop, plumbing business and others. These secondary uses provide the neighborhood character within which the Knotty Barn is located. The building type, height, location and landscaping is consistent with those found on surrounding properties.*

3. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.

*There are adequate utilities, access roads, drainage, and other facilities necessary to serve this use. The Property Owner will implement fire protection measures as may be required by the Town during the summer months when the Knotty Barn does not host any events so that during the 2022-2023 event season there will be adequate fire protection measures in place.*

4. Adequate measures shall be taken to provide ingress and egress so designed as to minimize traffic hazards and to minimize traffic congestion on the public roads.

*As shown on the parking plan provided in the submittal materials, the east pasture will serve as the primary parking area for the venue. When required, the overflow parking may take place in the center drive aisle of the facility.*

5. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas.

*The Knotty Barn does not produce odor, dust, smoke or gas. When an event includes music (and not all of them do), there is a ban on sub-woofers that minimizes vibrations, and a strict sound policy that*

*requires that any amplified sounds stay within the Queen Creek noise ordinance limitations.*

6. The proposed use shall not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted nor substantially diminish or impair the property values within the neighborhood.

*The Knotty Barn is limited in its operation to the coolest months of the year—from after Labor Day to Memorial Day. Events are mainly on weekends and there is a strict end time for all events of 10:00 p.m. Moreover, an event manager continuously monitors the noise levels on the property and there is a maximum allowed decibel level of 85dB, which is consistent with the Queen Creek Zoning Ordinance. With all of these measures in place, the use is not injurious to the use and enjoyment of surrounding properties and does not adversely affect property values within the neighborhood.*

7. The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

*The Knotty Barn in no way restricts the development or improvement of surrounding properties.*

8. The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

*The event venue accommodates assemblies such as corporate events, family reunions, weddings, baby showers, church, civic and charitable events. These tasteful events are not detrimental to the surrounding properties and in no way endanger the public health, safety, morals, comfort or welfare of the community. On the contrary, The Knotty Barn is a contributor to the sense of community and provides a safe, tasteful and unique place to gather in the Town of Queen Creek.*

9. The public interest and welfare supporting the proposed conditional use shall be sufficient to outweigh the individual interests which are adversely affected by the establishment of the proposed use.

*The Knotty Barn, with its elegance and rustic charm, has developed a strong base of support at this location. As with the other businesses in the immediate vicinity, it is a creative use of a property that celebrates the unique agricultural heritage of Queen Creek. The Property Owner has worked with the neighbors to ensure that any concerns about the operations of the venue have been addressed in order to minimize any adverse impact to adjacent property owners.*

Staff has reviewed the request to ensure the proposal meets the above-listed approval criteria for evaluating a conditional use, as outlined in Article 3.5 of the Zoning Ordinance.

**General Plan Review:** The 2018 General Plan Land Use Designation for this project is Rural. The proposed project is in compliance with the General Plan, and fits the characteristics of the Rural designation.

**Zoning Review:** The zoning designation of the property is R1-43. No changes to the zoning are proposed, as a place of public assembly and outdoor recreation and events is allowed in the R1-43 zoning district with approval of a Conditional Use Permit. The existing site is in compliance with Zoning Ordinance standards.

**Site Plan Review:** The site plan maintains its residential character and layout, no changes are



proposed at this time. Any subsequent expansion or change of use to the current site will require a separate Conditional Use Permit and Site Plan approval through the Town Council.

**Conditions of Approval:**

1. This project shall be developed in accordance with the plans attached to this case and all the provisions of the Zoning Ordinance applicable to this case.
2. Any additional expansion or change of the location of the assembly/events on-site shall require a new Conditional Use Permit and Site Plan approval.
3. The Conditional Use Permit shall be valid for three (3) years, at which time a new Conditional Use Permit application shall be required.
4. The property owner shall work with the Fire Marshall to obtain approval and installation for a fire sprinkler system to be installed in the barn during the off-season of the business operations between July and August of 2022.
5. Until an approved fire sprinkler system is installed, a “fire watch” person shall be appointed to watch over each event to ensure no fires occur.
6. The barn shall meet all building safety code requirements for an A occupancy with up to 240 occupants under the town's current building codes.

**Attachment(s):**

1. [Aerial Exhibit.pdf](#)
2. [General Plan Exhibit.pdf](#)
3. [Zoning Map Exhibit.pdf](#)
4. [Narrative.pdf](#)
5. [Site Plan.pdf](#)
6. [Parking Plan.pdf](#)
7. [Emails of Support.pdf](#)
8. [Participation Map.pdf](#)



Project Name: The Knotty Barn CUP Aerial Exhibit

Case Number: P22-0009

Hearing Date: February 9, 2022 (Planning Commission)

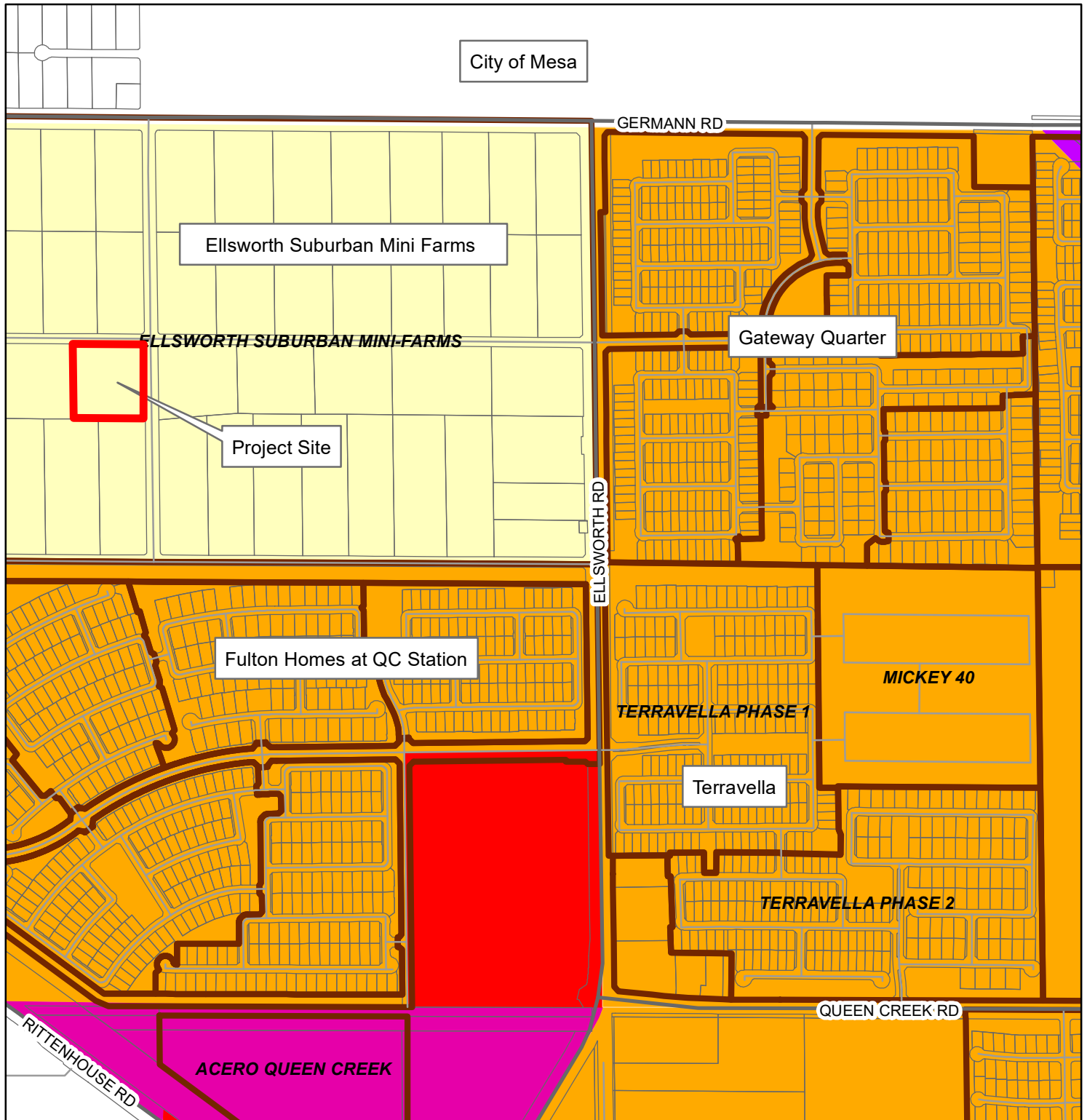




# Project Name: The Knotty Barn CUP General Plan Exhibit

Case Number: P22-0009

Hearing Date: February 9, 2022 (Planning Commission)



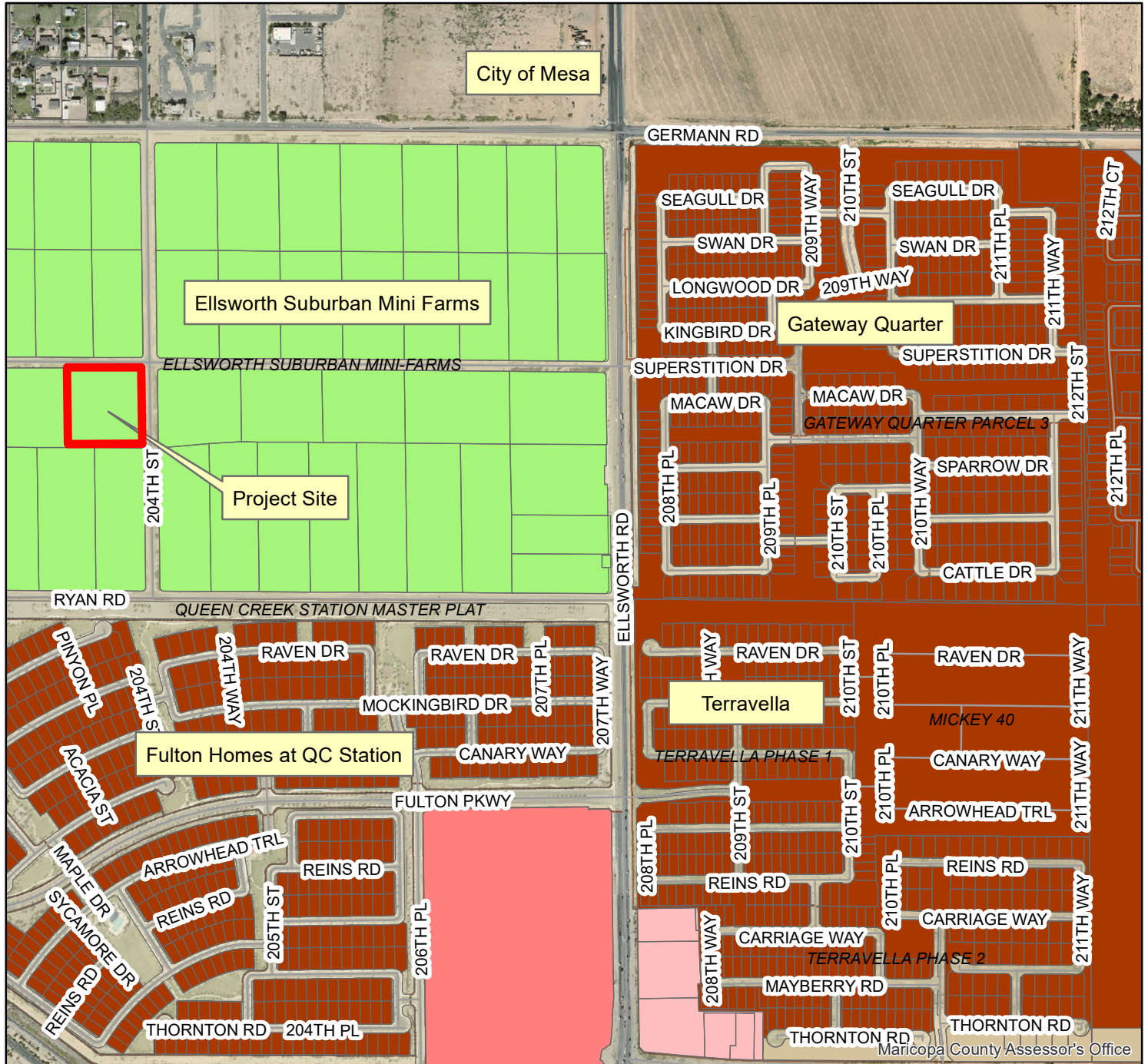
## General Plan Land Use

- |              |            |                    |                    |
|--------------|------------|--------------------|--------------------|
| Rural        | Commercial | Special District 1 | Special District 4 |
| Neighborhood | Industrial | Special District 2 |                    |
| Urban        | Open Space | Special District 3 |                    |

























# Project Name: The Knotty Barn CUP Zoning Map Exhibit

Case Numbers: P22-0009

Hearing Date: February 9, 2022 (Planning Commission)



## Zoning Districts

 C-1 - Commercial	 PQP - Public/Quasi-Public	 R1-7 - Residential	 R1-35 - Residential
 C-2 - Commercial	 RC - Recreation/Conservation	 R1-8 - Residential	 R1-43 - Residential
 C-3 - Commercial	 MDR - Residential	 R1-9 - Residential	 R1-54 - Residential
 TC - Commercial	 R1-4 - Residential	 R1-12 - Residential	 R1-190 - Residential
 EMP A - Office/Industrial Park	 R1-5 - Residential	 R1-15 - Residential	 PCD - Planned Community
 EMP B - General Industrial	 R1-6 - Residential	 R1-18 - Residential	 AT - Agritainment

# *The Knotty Barn at Rocking R Farms*

## **Queen Creek, Arizona Conditional Use Permit Project Narrative**



### **Submitted by:**

**W. Ralph Pew**

Pew & lake, PLC

1744 South Val Vista Drive, Suite 217

Mesa, AZ 85204

480-461-4670

**January 19, 2022**



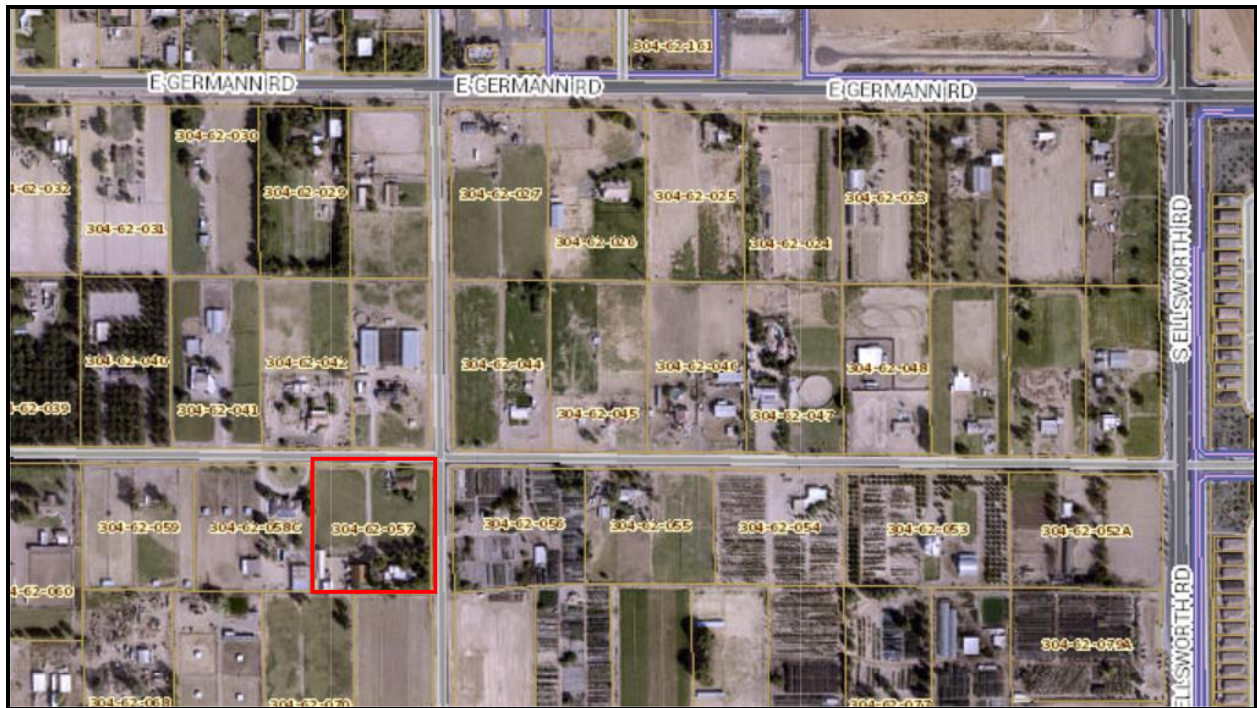
## Introduction

Pew & Lake, PLC, on behalf of Ray and Robyn Epps, dba The Knotty Barn, hereby submits this project narrative and related documents in support of an application to the Town of Queen Creek for:

- A Conditional Use Permit for a Place of Public Assembly and Outdoor Recreation and Events.

## Site Description

The 4+acre site is located at 20331 East Superstition Drive. It is at the southwest corner of 204<sup>th</sup> Street and Superstition Drive and is also known as Maricopa County Assessor parcel number 304-62-057. The property is shown below outlined in red.



The property is zoned R1-43, a zoning district that allows for indoor assembly and outdoor recreational uses upon the approval of a Conditional Use Permit, as shown in table 4.6-1 of the Queen Creek Zoning Ordinance.

## Adjacent Zoning Districts and Existing Uses

As previously noted, the site is currently zoned R1-43, and is within the 2018 General Plan Land Use designation of "Rural." It is part of the Ellsworth Suburban Mini-Farms subdivision that includes properties ranging from three to six-acres in size. Many of the properties within the subdivision are used for business purposes, including an exotic animal farm, plant nurseries, dog training facilities, RV/Trailer storage and contractor yards.

<b>Direction</b>	<b>Current Zoning</b>	<b>2018 General Plan Designation</b>	<b>Current Use</b>
North	R1-43	Rural	Residence
South	R1-43	Rural	Residence
East	R1-43	Rural	Desert Sky Nursery and Landscape
West	R1-43	Rural	Residence
<b>Project Site</b>	<b>R1-43</b>	<b>Rural</b>	<b>Residence and Assembly</b>

## About The Knotty Barn

Ray Epps has farming in his blood. One side of his family raised dairy cows and the other raised range cattle. He worked on the farm beside his parents and grandparents much of his adolescent life. While working in Las Vegas as a contractor, Ray met Robyn, while he was working on a property owned by her employer. Not long after their first date, Ray and Robyn married. One of their joys in life is sharing their happiness and helping couples plan their special day.

In 2010, Ray and Robyn purchased their farm in Queen Creek and named it Rocking R Farms. Ray brought cattle to the farm along with horses, pigs, chickens and emus. Their adorable dwarf Nigerian goat, Angel, delights children and adults alike.

In 2012, Rocking R Farms was the chosen venue for the Epps family reunion. This event was the genesis for Ray's idea to provide a great backdrop for other families to have their reunions. Ray deferred his dream as he began a new beef business selling grass-fed beef,

eggs, greens, and tomatoes at farmer's markets. In 2016, the American grass-fed beef market cooled off, and Ray and Robyn re-evaluated their priorities. They realized that what brings them the most joy is in helping others find the same in their lives. Family is important to the Epps, and they envisioned a place for families, friends and colleagues to relax, play and celebrate important moments in their lives. The idea that Ray and his dad discussed years earlier became reality and the idea for family reunions grew to include weddings, corporate events, parties, and community gatherings. The Epps' dream to use their farm to bring joy to others moved them to design and build the Knotty Barn, modeled after the barn at Ray's grandfather's rustic farm, built in the 1800s.

The Knotty Barn opened its doors in 2019 and has been quietly holding events at the farm since then. The Epps understand the need to obtain approval of a Conditional Use Permit to allow the barn's continued use as a place for public assembly and outdoor recreation.

### *How it works?*

The Knotty Barn is a structure on the residential property owned by Ray and Robyn. Recently, it has hosted public assemblies that take place between mid-September, through Memorial Day weekend, the coolest months of the year. Examples of these assemblies include weddings, baby showers, corporate events, family reunions and gatherings of civic and charitable organizations. The Knotty Barn has tables and chairs available for rent and there are two ADA-compliant restrooms, and a small prep kitchen with refrigerators, but no cooking equipment. When events are held at the Knotty Barn, it is the responsibility of the meeting organizer or event coordinator to arrange for outside food or entertainment. The gatherings are mostly held on the weekends, and there is a 10:00 p.m. end time for all events that is imposed and strictly enforced by the owners. After the music is turned off at 10:00, guests leave the site and clean-up takes place so that the property is restored to its normal condition.

As shown on the aerial photo provided with this narrative, the 3,600 square-foot barn is setback from Superstition Road by approximately 350 feet. There is a small gathering space at the very rear of the property that serves as an outdoor gathering area, and it is where the wedding ceremonies are typically held. It can be arranged with rows of chairs for the ceremony, after which the guests retreat to the interior of the barn for the reception. This small gathering space is not typically used for corporate events, or in the cases where a wedding is held offsite with a reception held at the Knotty Barn. This outdoor space is enclosed by a wall that is 6-1/2 feet high, which serves to buffer the surrounding properties from noise. It is worth noting that the closest residential structure



to this outdoor area is approximately 350-feet away from the back wall. Nevertheless, the Epps are committed to mitigating noise from the site whenever possible and use a decibel reader to ensure that noise or music that emanates from the building is at a reasonable level and compliant with the Town's noise ordinance.

Parking is provided in the east pasture and when required, overflow parking may take place in the center drive aisle of the facility. There are golf carts available to transport guests from the parking area to the barn.

### *Conditional Use Permits*

As defined in the Town of Queen Creek's Zoning Ordinance, a Conditional Use is one which is generally compatible with the land uses permitted by right in a zoning district, but which requires individual review to ensure that the use can be designed, located and operated in a manner that will not interfere with the use and enjoyment of surrounding properties. Through the Conditional Use Permit process, a use is evaluated to discover possible adverse impacts and to minimize them, where possible, through the imposition of specific conditions of approval.

Inherent in this definition is the underlying assumption that each of the uses may be permitted in the underlying zoning district, but for any number of reasons a higher level of scrutiny is required to ensure that adjoining property owners who may be potentially impacted by a proposed use can have those impacts evaluated thoroughly by an approving body after careful review of physical and operating characteristics of the proposed use.

Examples of other uses that require Conditional Use permits in the R1-43 zoning district include Miniature Golf facilities, Bed & Breakfast Inns, Assisted Living Facilities, Daycare for 6-12 children, Boarding Schools, Colleges and Universities, Outdoor Guest Ranches and Outdoor Commercial Amusements. Upon examination, it is clear that each of these uses require a higher level of evaluation due to their potential to generate excess traffic, noise, odor, dust or vibration.

### *Evaluation of Council Use Permit Criteria*

Shown below in bold text is the Conditional Use Permit approval criteria outlined in Section 3.5(B) of the Queen Creek Zoning Ordinance. Responses to each are shown in *italics*.

- 1. The proposed conditional use shall be in compliance with all regulations of the applicable zoning district, the provisions of Article 4 and Article 5 of this (the Town's) Ordinance, and any applicable performance standards as set forth in Article 6 of this ordinance.**

*The proposed use complies with the Articles 4 and 5 of the Queen Creek Zoning Ordinance and the applicant has worked with staff to implement measures that will bring about compliance with sections of article 6 pertaining to accessory uses and home based occupations.*

- 2. The proposed conditional use shall conform to the character of the neighborhood, within the same zoning district, in which it is located. In making such a determination, consideration shall be given to the location, type, and height of the buildings or structures and the type and extent of landscaping and screening on the site.**

*The property is, first and foremost, a residential property that is the full-time residence of the Property Owners, Ray and Robyn Epps. This primary use is in complete conformance with the character of the surrounding properties and uses. The Knotty Barn is a part-time, accessory use on the same property that is similar to the business uses of many of the surrounding properties. In the immediate vicinity there are plant nurseries, contractor yards, an exotic animal farm, sewing shop, plumbing business and others. These secondary uses provide the neighborhood character within which the Knotty Barn is located. The building type, height, location and landscaping is consistent with those found on surrounding properties.*

- 3. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.**

*There are adequate utilities, access roads, drainage, and other facilities necessary to serve this use. The Property Owner will implement fire protection measures as may be required by the Town during the summer months when the Knotty Barn does not host any events so that during the 2022-2023 event season there will be adequate fire protection measures in place.*

- 4. Adequate measures shall be taken to provide ingress and egress so designed as to minimize traffic hazards and to minimize traffic congestion on the public roads.**

*As shown on the parking plan provided in the submittal materials, the east pasture will serve as the primary parking area for the venue. When required, the overflow parking may take place in the center drive aisle of the facility.*

- 5. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.**

*The Knotty Barn does not produce odor, dust, smoke or gas. When an event includes music (and not all of them do), there is a ban on sub-woofers that minimizes vibrations, and a strict sound policy that requires that any amplified sounds stay within the Queen Creek noise ordinance limitations.*

- 6. The proposed use shall not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair the property values within the neighborhood.**

*The Knotty Barn is limited in its operation to the coolest months of the year—from after Labor Day to Memorial Day. Events are mainly on weekends and there is a strict end time for all events of 10:00 p.m. Moreover, an event manager continuously monitors the noise levels on the property and there is a maximum allowed decibel level of 85dB, which is consistent with the Queen Creek Zoning Ordinance. With all of these measures in place, the use is not injurious to the use and enjoyment of surrounding properties and does not adversely affect property values within the neighborhood.*

- 7. The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.**

*The Knotty Barn in no way restricts the development or improvement of surrounding properties.*

- 8. The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and,**

*The event venue accommodates assemblies such as corporate events, family reunions, weddings, baby showers, church, civic and charitable events. These tasteful events are not detrimental to the surrounding properties and in no way endanger the public health, safety, morals, comfort or welfare of the community. On the contrary, The Knotty Barn is a contributor to the sense of community and provides a safe, tasteful and unique place to gather in the Town of Queen Creek.*

**9. The public interest and welfare supporting the proposed conditional use shall be sufficient to outweigh the individual interests which are adversely affected by the establishment of the proposed use.**

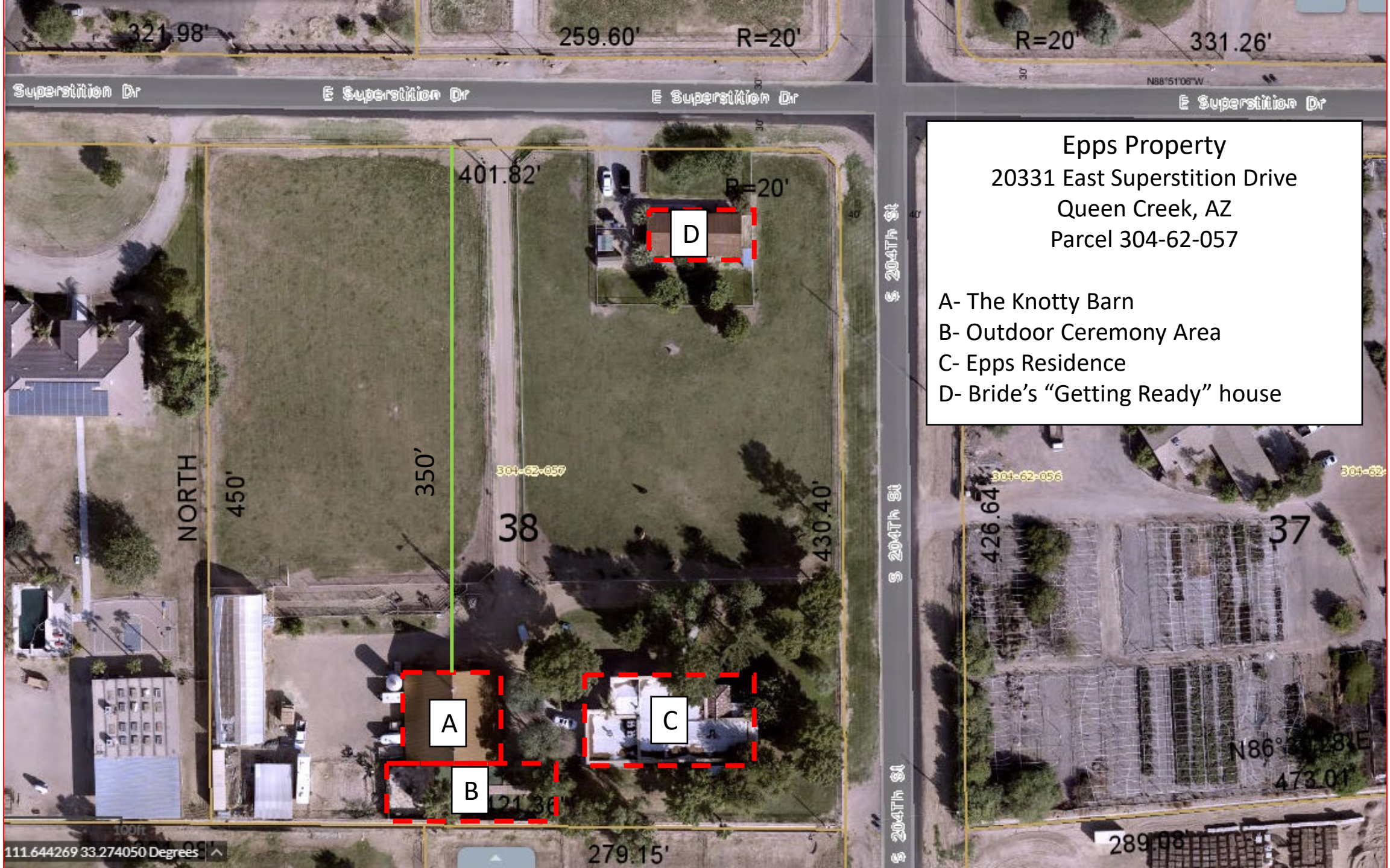
*The Knotty Barn, with its elegance and rustic charm, has developed a strong base of support at this location. As with the other businesses in the immediate vicinity, it is a creative use of a property that celebrates the unique agricultural heritage of Queen Creek. The Property Owner has worked with the neighbors to ensure that any concerns about the operations of the venue have been addressed in order to minimize any adverse impact to adjacent property owners.*

## *Conclusion*

The Knotty Barn is an asset to the Town of Queen Creek. It is proposed as a well-planned and well-designed facility that will not impede the orderly development of surrounding properties and fits in with existing uses of nearby properties. The proposed use will not be injurious to the neighborhood or general welfare of the Town of Queen Creek, and there are adequate public services and infrastructure to serve this project. The applicant and Property Owner encourage support of this Conditional Use Permit to allow the continued operation of the Knotty Barn and allowing the Property Owners to make their dream for this property a reality.



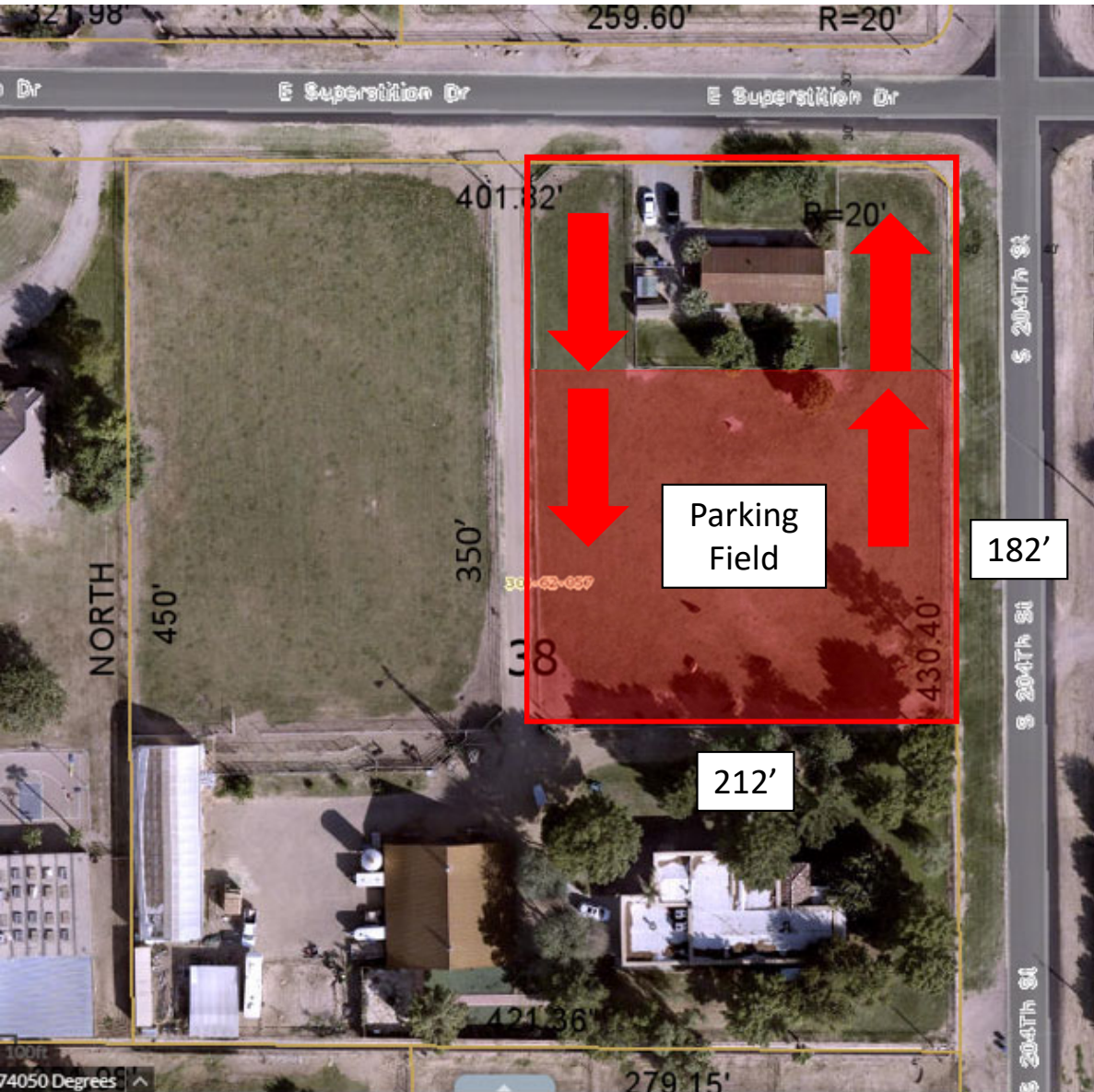




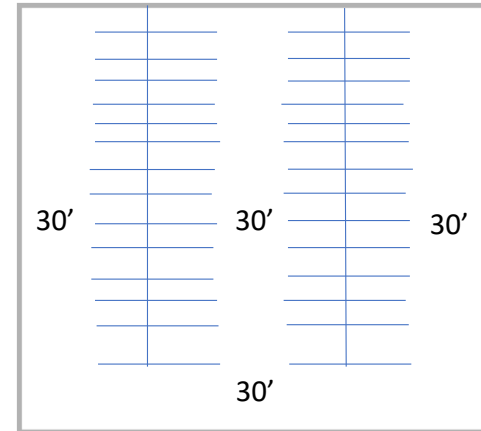
**Epps Property**  
20331 East Superstition Drive  
Queen Creek, AZ  
Parcel 304-62-057

A- The Knotty Barn  
B- Outdoor Ceremony Area  
C- Epps Residence  
D- Bride's "Getting Ready" house





### The Knotty Barn Parking Plan



Typical Parking Space: 10' x 20'  
 Parks approximately 60 cars



Erik Swanson <erik.swanson@queencreekaz.gov>

**Fwd: Ellsworth Mini Farms - Epps Residence**

1 message

**Sarah Clark** <sarah.clark@queencreekaz.gov>  
To: Erik Swanson <erik.swanson@queencreekaz.gov>

Wed, Feb 9, 2022 at 1:29 PM

**Sarah Clark, AICP**  
Senior Planner/Project Manager  
t: (480) 358-3020  
e: [sarah.clark@queencreekaz.gov](mailto:sarah.clark@queencreekaz.gov)  
[22358 S Ellsworth Road, Queen Creek, AZ 85142](https://www.queencreekaz.gov/22358-S-Ellsworth-Road-Queen-Creek-AZ-85142)  
Office hours: Monday – Thursday, 7 a.m. – 6 p.m., closed on Fridays



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----- Forwarded message -----

From: **Steve Mayher** <[smayher@gmail.com](mailto:smayher@gmail.com)>  
Date: Wed, Feb 9, 2022 at 1:18 PM  
Subject: [Ellsworth Mini Farms - Epps Residence](#)  
To: <[publiccomment@queencreek.org](mailto:publiccomment@queencreek.org)>  
Cc: Steve Mayher <[smayher@gmail.com](mailto:smayher@gmail.com)>

Good Afternoon, we are the Owner's of the property SouthEast(20402 E Ryan Rd.) of Mr./Mrs. Epps property and wanted to make sure and send our support for their intended use of property. We have never had any issue with noise or garbage and every event that has been held there seems to be well monitored with zero issues.

If there are any questions or anything else we are able to do in effort to support the Epps' please let us know.

--  
**Steve Mayher**  
**C# 602-809-9218**

--  
**Sarah Clark, AICP**  
Senior Planner/Project Manager  
t: (480) 358-3020  
e: [sarah.clark@queencreekaz.gov](mailto:sarah.clark@queencreekaz.gov)  
[22358 S Ellsworth Road, Queen Creek, AZ 85142](https://www.queencreekaz.gov/22358-S-Ellsworth-Road-Queen-Creek-AZ-85142)  
Office hours: Monday – Thursday, 7 a.m. – 6 p.m., closed on Fridays







Erik Swanson &lt;erik.swanson@queencreekaz.gov&gt;

---

**Fwd: Knotty Barn Public Use Permit**

2 messages

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**Sarah Clark** <sarah.clark@queencreekaz.gov>  
To: Erik Swanson <erik.swanson@queencreekaz.gov>

Sun, Feb 6, 2022 at 4:07 PM

Sent from my iPhone

**Sarah Clark, AICP**

Senior Planner/Project Manager

t: (480) 358-3020

e: [sarah.clark@queencreekaz.gov](mailto:sarah.clark@queencreekaz.gov)[22358 S Ellsworth Road, Queen Creek, AZ 85142](https://www.queencreekaz.gov/22358-S-Ellsworth-Road-Queen-Creek-AZ-85142)

Office hours: Monday – Thursday, 7 a.m. – 6 p.m., closed on Fridays



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Begin forwarded message:

**From:** Jackie Harris <[jkcharris28@gmail.com](mailto:jkcharris28@gmail.com)>  
**Date:** February 6, 2022 at 3:24:59 PM MST  
**To:** [publiccomment@queencreek.org](mailto:publiccomment@queencreek.org)  
**Subject:** Knotty Barn Public Use Permit

I had the pleasure of being present at the Knotty Barn in the past and was very positively impressed with the facility, the beautiful courtyard and enjoyed the entire farm atmosphere.

I was also impressed with the friendly outgoing owners and how well they handled the event that took place. Everything was handled very professionally.

Security was excellent and the vendors kept close watch on the serving of food, alcohol and music. The music certainly was kept at a noise level that was enjoyed by all.

The Knotty Barn is truly a great asset to Queen Creek.

Though I am not able to be present for the meeting I appreciate this opportunity to express myself on behalf of the Knotty Barn.

Jacqueline Harris



Erik Swanson &lt;erik.swanson@queencreekaz.gov&gt;

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**Fwd: Knotty Barn Special Permit**

1 message

---

**Sarah Clark** <sarah.clark@queencreekaz.gov>  
To: Erik Swanson <erik.swanson@queencreekaz.gov>

Sat, Feb 5, 2022 at 11:21 AM

Sent from my iPhone

**Sarah Clark, AICP**

Senior Planner/Project Manager

t: (480) 358-3020

e: [sarah.clark@queencreekaz.gov](mailto:sarah.clark@queencreekaz.gov)[22358 S Ellsworth Road, Queen Creek, AZ 85142](#)

Office hours: Monday – Thursday, 7 a.m. – 6 p.m., closed on Fridays



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Begin forwarded message:

**From:** Marlene Snyder <[msnyder1938@gmail.com](mailto:msnyder1938@gmail.com)>  
**Date:** February 5, 2022 at 10:40:15 AM MST  
**To:** [publiccomment@queencreek.org](mailto:publiccomment@queencreek.org)  
**Subject:** Knotty Barn Special Permit

I have been a guest at the Knotty Barn a few times and I understand there will be a meeting Tuesday, February 9th regarding a Special Permit. I cannot be present, as I will be out-of-town, however, I would like to express my support.

As I stated, I have attended several activities at the Knotty Barn and I cannot express strongly enough my support for this Event Center. Each time I have been present I have been impressed with how smoothly the events have gone. I personally have witnessed the Security patrolling all during the event. The Wedding Planners have been very efficient and there seems to be an Event Manager who monitors the event all evening and makes sure that the music (if there is music) is at a controlled level. Also, I have been present when alcohol was being served and management and security closely monitors the consumption and assures that alcohol does not leave the Event Center.

The Knotty Barn is a beautiful property which offers the community many opportunities for celebrations beneficial to Queen Creek.

Thank you for accepting our interest in this matter.

Marlene Snyder



Erik Swanson &lt;erik.swanson@queencreekaz.gov&gt;

---

**Fwd: Knotty Barn**

1 message

---

**Sarah Clark** <sarah.clark@queencreekaz.gov>  
To: Erik Swanson <erik.swanson@queencreekaz.gov>

Tue, Feb 8, 2022 at 7:31 AM

Sent from my iPhone

**Sarah Clark, AICP**

Senior Planner/Project Manager

t: (480) 358-3020

e: [sarah.clark@queencreekaz.gov](mailto:sarah.clark@queencreekaz.gov)[22358 S Ellsworth Road, Queen Creek, AZ 85142](#)

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Begin forwarded message:

**From:** Travis Musser <[onebad333@gmail.com](mailto:onebad333@gmail.com)>  
**Date:** February 7, 2022 at 9:06:44 PM MST  
**To:** [publiccomment@queencreek.org](mailto:publiccomment@queencreek.org)  
**Subject:** Knotty Barn

hi!

Just wanted to express how upset I am to hear about what the knotty barn is going through. We got married in Oct of 2021 and I wouldn't have changed a thing about it! Not only was the venue perfect but it was safe during a pandemic and the owners really showed and iterated the policies and procedures they have to keep guests safe as well as themselves and neighbors. Let me tell you Ray will not take no for an answer. He has a decibel monitor and if you go over he's there letting you know. never for a second did anyone question the way the venue was ran during my time there and I'm not sure why anybody would other then personal grudges. Keep Knotty Barn alive, Queen Creek is about small town and coming together, not destroying someone's livelihood. If they get shut down Queen Creek will have failed me.



Erik Swanson &lt;erik.swanson@queencreekaz.gov&gt;

**Fwd: P22-0009 Knotty Barn**

1 message

**Sarah Clark** <sarah.clark@queencreekaz.gov>  
 To: Erik Swanson <erik.swanson@queencreekaz.gov>

Wed, Feb 9, 2022 at 9:57 AM

FYI

**Sarah Clark, AICP**  
 Senior Planner/Project Manager  
 t: (480) 358-3020  
 e: [sarah.clark@queencreekaz.gov](mailto:sarah.clark@queencreekaz.gov)  
 22358 S Ellsworth Road, Queen Creek, AZ 85142  
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----- Forwarded message -----

From: **'Steve Casterton' via publiccomment** <[publiccomment@queencreekaz.gov](mailto:publiccomment@queencreekaz.gov)>  
 Date: Wed, Feb 9, 2022 at 9:57 AM  
 Subject: P22-0009 Knotty Barn  
 To: [publiccomment@queencreek.org](mailto:publiccomment@queencreek.org) <[publiccomment@queencreek.org](mailto:publiccomment@queencreek.org)>

I am submitting comment for call to public on P22-0009.

I live across the street from the Knotty Barn. My address is [20396 E Superstition Drive](#). Since its inception as a events venue, I have had no issues with the activities held.

Respectfully,

Steve Casterton

--

**Sarah Clark, AICP**  
 Senior Planner/Project Manager  
 t: (480) 358-3020  
 e: [sarah.clark@queencreekaz.gov](mailto:sarah.clark@queencreekaz.gov)  
 22358 S Ellsworth Road, Queen Creek, AZ 85142  
 Office hours: Monday – Thursday, 7 a.m. – 6 p.m., closed on Fridays





Erik Swanson &lt;erik.swanson@queencreekaz.gov&gt;

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**Fwd: Ray Epps**

2 messages

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**Sarah Clark** <sarah.clark@queencreekaz.gov>  
To: Erik Swanson <erik.swanson@queencreekaz.gov>

Tue, Feb 8, 2022 at 7:18 PM

Sent from my iPhone

**Sarah Clark, AICP**

Senior Planner/Project Manager

t: (480) 358-3020

e: [sarah.clark@queencreekaz.gov](mailto:sarah.clark@queencreekaz.gov)[22358 S Ellsworth Road, Queen Creek, AZ 85142](#)

Office hours: Monday – Thursday, 7 a.m. – 6 p.m., closed on Fridays



Emails generated by council members, members of Town commissions and committees and by staff and that pertain to Town business are public records. These emails are preserved as required by law and generally are available for public inspection. Email correspondence is regularly reviewed by members of the public, media outlets and reporters. To ensure compliance with the Open Meeting Law, members of the Town Council, Commissions and Committees should not forward or copy e-mail correspondence to other members of the Council, boards or commissions and should not use reply all when responding to this message. Any questions should be directed to the Town Attorney: (602) 285-5000.

Begin forwarded message:

**From:** 'Travis Ethington' via publiccomment <[publiccomment@queencreekaz.gov](mailto:publiccomment@queencreekaz.gov)>  
**Date:** February 8, 2022 at 7:12:32 PM MST  
**To:** [publiccomment@queencreek.org](mailto:publiccomment@queencreek.org)  
**Subject:** Ray Epps  
**Reply-To:** Travis Ethington <[travisethington@yahoo.ca](mailto:travisethington@yahoo.ca)>

Eric, I am one of the Epps neighbors directly kitty corner to them. The events that they put on do not bother me or interfere with my property in any way. The Epps run a very smooth and professional operation. They contacted us when we first moved in to make sure it didn't bother us or if any of the events were too loud, which they are not. He has even hired someone to stand at the intersection with a safety vest and flashlights when he is having events to help direct traffic so everybody is safe. I see no reason he can't continue holding events at his property.

[Sent from Yahoo Mail on Android](#)

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**Erik Swanson** <erik.swanson@queencreekaz.gov>  
To: Sarah Clark <sarah.clark@queencreekaz.gov>

Tue, Feb 8, 2022 at 7:24 PM

Thanks!

[Quoted text hidden]



To whom it may concern,

The Knotty Barn Wedding Venue has been a valuable contributor to businesses in the Queen Creek area. Their venue holds hundreds of people, and those people stay in town for several days. Those people need to eat/buy things which helps the surrounding businesses. We are a local Mexican food restaurant and I know they have helped bring in plenty of business for us. We aren't partnered with them or anything, however the number of Weddings they hold definitely helps boost our business. We also have done several caterings for weddings held at The Knotty Barn. The Knotty Barn has been great for the Queen Creek Community, and it would be a shame to see it go! If you have any questions for me feel free to reach out.

Best,

Blake Phillips  
General Manager  
Nando's Mexican Café  
20734 E. Victoria Lane  
Queen Creek, AZ 85142  
(480) 878-4000



**Project Name: The Knotty Barn Public Participation Map**  
**Case Number: P22-0009**

Subject Site
  Support
  Opposition

