



AMENDED AGENDA

Queen Creek Town Council Regular Session
Community Chambers, 20727 E Civic Parkway
April 19, 2023
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>.

In addition to attending in-person, residents may submit public comment for this Town Council meeting by submitting their comments via email to PublicComment@QueenCreekAZ.gov. Every email, if received by the deadline of 5:00 p.m., the day of the meeting will be entered into the official record. Please include your name, address, comment and note if your comment is for call to the public. Comments without identifying name and address will not become 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: Pastor James Washburn, Sun Valley Community Church**
- 5. Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
 - A. Star Student Recognition
 - B. Proclamation: National Volunteer
 - C. Vitalant Award
 - D. Introduction of Carrie Bosley, Human Resources Director
- 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. Parks and Recreation Advisory Committee (April 18, 2023)

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 returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record. The Town Council may not discuss or take action on any issue raised during public comment until a later meeting.*

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 April 5, 2023 Regular Session minutes.

B. Consideration and possible approval of Expenditures \$25,000 and over, pursuant to Town Purchasing Policy. (FY 22/23 Budgeted Items)

1. Corporate Technology Solutions (CTS) - Security and Protection Systems: Additional contract spending of \$115,000. Council previously approved \$80,000 on December 1, 2022 for a new total contract spending authority of \$195,000 (Information Technology)

2. FX Tactical - Ballistic Shields: Additional contract spending authority of \$65,000. Council previously approved \$285,000 on June 1, 2022 for a new total contract spending authority of \$350,000 (Police)

3. Aardvark - Tactical/Safety Gear & Equipment: \$50,000 (Police)

4. Apex Officer - Virtual Reality Training Simulator: \$98,000 (Police)

5. Safeware/908 Devices - Drug Detection Equipment: \$92,300 (Police)

C. Consideration and possible acceptance of a grant from the Arizona Department of Emergency and Military Affairs for an additional detective position (1 FTE), training, and equipment related to Anti-Human Trafficking operations. The total amount of reimbursement funds will not exceed \$463,339.10 and will be utilized between Oct 1, 2022, and December 31, 2025.

D. Consideration and possible approval of a design services project order #1 under Contract 2023-004 with WSP USA for new 24 inch waterlines within Germann Road, Kenworthy Road and the Home Place Development approximately one-half mile south of Chandler Heights Road (CIP Projects WA262, WA294 and WA031) in the amount of \$1,373,405 and related budget adjustments to be reimbursed by Pinal County.

E. Consideration and possible approval of a one-year contract with Invader Pest Management Inc., for Pest Control Services with up to four possible one-year renewals in an amount not to exceed \$50,000 on an annual basis. (FY 22/23 Budgeted Item)

- 9. 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 by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*
- A. Consideration and possible recommendation of approval on a new Series 012 Restaurant Liquor License application submitted by Richard Joseph Valenti on behalf of Portillo's located at 20745 E Walnut Road, Queen Creek.
- 10. 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 completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*
- A. None.
- 11. 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 by Ed Bantel, Program Administrator, on services provided by the Arizona Municipal Risk and retention Pool (AMPRRP).
- B. Update and discussion on the outreach campaign for school-related impacts on police response.
- C. Presentation: MAG Superstition Vistas Transportation Planning Study Introduction.
- D. Queen Creek Mobility Options and Connectivity Feasibility Study.
- 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 returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*
- A. Consideration and possible approval of Resolution 1519-23, a multidimensional performance, and activity-based School Resource Officer Funding Policy/Procedure.
- B. Consideration and possible approval of: (1) Ordinance 809-23 Amending Chapter 16 of the Queen Creek Town Code by Amending Sections 16-2-9 and 16-5-3, and Adding Article 16- 11 Sustainable Water Allocation Regulations; Providing for Repeal of Conflicting Ordinances; and Providing Severability; and (2) Approving the Queen Creek Water Resource Management Strategy Report; continued from the April 5, 2023 Council Meeting.

- C. Consideration and possible approval of \$27.7 million in parks supplemental funding to fund Phase 1 of the Parks Master Plan as recommended by the Budget Committee, Amendment to Delegation Resolution #1488-22 and total project budget for Mansel Carter Oasis Park Phase 2 (CIP Project No. P0615), Amendment to Delegation Resolution #1466-22 and total project budget for Frontier Family Park (CIP Project No. P0625), Amendment to Delegation Resolution #1501-22 and total project budget for the Aquatic/Multi-Generational Centers (CIP Project No. RQ030), 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 construction and completion of the projects; and the necessary budget adjustments.

13. Adjournment:

I, Maria Gonzalez, do hereby certify that I caused to be posted this 18th day of April 2023, the Agenda for the April 19, 2023 Regular and Possible Executive Session of the Queen Creek Town Council at Town Hall and on the Town's website at www.QueenCreekAZ.gov.

Maria E. Gonzalez, MMC
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

- 04/06 – Filming with Pinal Partnership (Wheatley)
- 04/10 – Meeting with Pinal County Supervisor Mike Goodman (Wheatley)
- 04/10 – Budget Committee Meeting (Brown, McClure, Oliphant)
- 04/11 – East Valley Partnership Infrastructure & Transportation Committee (Benning)
- 04/11 – Queen Creek Chamber Network QC Luncheon (McClure, Oliphant)
- 04/11 – Visit Mesa Filming at Old Ellsworth Brewery (Wheatley)
- 04/12 – Town Council Tour at Phoenix Mesa Gateway Airport (Wheatley, Brown, Benning, McClure, Oliphant)
- 04/13 – Meeting with Arizona Department of Water Resources (Wheatley)
- 04/13 – Meet and Greet with Assistant Town Manager Finalists (Wheatley, Brown, Benning, Martineau, McClure, Padilla)
- 04/17 – Public Safety Pension Retirement System Local Board Meeting (Brown)
- 04/17 – Prevent Suicide Presentation from Zero Suicide Institute (Brown, Benning, McClure, Oliphant)
- 04/18 – Phoenix Mesa Gateway Airport Authority Board Meeting (Wheatley)
- 04/18 – Skybridge Groundbreaking (Wheatley)
- 04/18 – Parks and Recreation Advisory Committee (Oliphant)
- 04/19 – Maricopa Association of Governments Transportation Policy Committee (Wheatley)
- 04/19 – PHX East Valley Partnership Leadership Forum (Brown)



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: MARIA GONZALEZ MMC, TOWN CLERK
RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE APRIL 5, 2023 REGULAR SESSION MINUTES.
DATE: April 19, 2023

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. [Minutes 04-05-23.pdf](#)



Minutes
Town Council Regular Session
Community Chambers, 20727 E. Civic Parkway
Wednesday, April 5, 2023
6:30 PM

1) Call to Order:

The meeting was called to order at 6:30 p.m.

2) Roll Call:

PRESENT:

Julia Wheatley, Mayor
Robin Benning, Council Member
Leah Martineau, Council Member
Bryan McClure, Council Member
Dawn Oliphant, Council Member
Travis Padilla, Council Member

ABSENT:

Jeff Brown, Vice Mayor

3) Pledge of Allegiance:

Led by Council Member McClure.

4) Invocation/Moment of Silence:

A a moment of silence was held for first responders and men and women in uniform that are keeping our country safe.

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

5.A) Star Student Recognition

Council honored the following students, who were each nominated by their school, for their exemplary citizenship, service and integrity.

Jazmyne Aidoo from Sossaman Middle School
Levi Abril, from Auxier Elementary School
Holden Granillo from Casteel High School

Samantha Evangelista from Benjamin Franklin - Crismon Campus
Maverick Taylor from Benjamin Franklin - Power Campus

5.B) Recognition of Casteel High School Wrestling

Council recognized 18 wrestlers from the Casteel High Wrestling team for receiving scholastic awards from the National Wrestling Coaching Association. Council Member Padilla said they were the only school in Queen Creek to have students receive the award. He invited Casteel Wrestling Coach Bob Callison and the students who were in attendance to the dais for photos with Council.

5.C) Municipality of the Year Award for Recycling - Arizona Recycling Coalition

The Town of Queen Creek was named the 2023 Recycling Municipality of the Year and Council recognized the Town's Environmental Services Team for receiving the 2023 Recycling Excellence award from the Arizona Recycling Coalition. Town staff in attendance took a photo with Council at the dais.

5.D) Proclamation: Earth Month

Council Member Oliphant read the Earth Month Proclamation and presented it to the Environmental Services Team in honor of Earth Month.

5.E) Proclamation: Distracted Driving Awareness Month

Council Member Benning read the proclamation for Distracted Driving Awareness Month and encouraged the community to practice safe driving behaviors.

5.F) Proclamation: Week of the Young Child (April 1 - 7)

Council Member Martineau read the the proclamation for Week of the Young Child (April 1-7, 2023). Council Member Martineau presented the proclamation to Sonia Soto, a Family Child Care Specialist from the United Way of Pinal County and invited her to the dais for photos.

5.G) Proclamation: National Public Safety Telecommunicators Week (April 9-15)

Council Member McClure read the proclamation for National Public Safety Telecommunicators Week. He said prompt response time from our QCFMD and QCPD when an emergency occurs and the role that public safety telecommunicators play helps keep our community safe. He said the safety of our Queen Creek public safety personnel is dependent upon the quality and accuracy of information obtained from citizens who call the emergency communications center.

5.H) Proclamation: National Work Zone Awareness Week (April 17-21)

Mayor Wheatley read the proclamation for National Work Zone Awareness Week and recognized the Town employees who work for the Queen Creek Street Division. The proclamation was presented to the staff in the Streets Division and photos were taken with Council.


Mayor Wheatley invoked her privilege as Chair to move up Item 12(A) Final Action on the Agenda. Town Manager Bruce Gardner requested to continue the item to the April 19, 2023 Council Meeting.


12) Final Action:

12.A) Consideration and possible approval of: (1) Ordinance 809-23 Amending Chapter 16 of the Queen Creek Town Code by Amending Sections 16-2-9 and 16-5-3, and Adding Article 16-11 Sustainable Water Allocation Regulations; Providing for Repeal of Conflicting Ordinances; and Providing Severability; and (2) Approving the Queen Creek Water Resource Management Strategy Report.

Department: Utilities

Staff Report 

Ordinance 809-23 

Queen Creek Water Resource Management Strategy Report 

MOTION: To continue (1) Ordinance 809-23 Amending Chapter 16 of the Queen Creek Town Code by Amending Sections 16-2-9 and 16-5-3, and Adding Article 16-11 Sustainable Water Allocation Regulations; Providing for Repeal of Conflicting Ordinances; and Providing Severability; and (2) Approve the Queen Creek Water Resource Management Strategy Report to the April 19, 2023 Council Meeting

RESULT: Approved unanimously (6-0)

MOVER: Bryan McClure, Council Member

SECONDER: Robin Benning, Council Member

AYES: Julia Wheatley, Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member

ABSENT: Jeff Brown, Vice Mayor

6) Committee Reports:

6.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.

Committee Reports 

6.B) Committee and outside agency reports (only as scheduled).
1) Economic Development Commission (March 22, 2023).

Council Member McClure provided the report. The Commission heard a presentation on the Downtown Arts & Placemaking Master Plan from consultant

Josh Lapp from Designing Local. The goals and outreach process were discussed and the information gathering phase was initiated. The next meeting is scheduled for April 26, 2023.

7) **Public Comments:**


None.

8) **Consent Agenda:**

- 8.A) Consideration and possible approval of the March 15, 2023 Regular Session minutes.

Department: Town Clerk's Office


Staff Report 

Minutes 03-15-23.pdf 

- 8.B) Consideration and possible approval of Expenditures \$25,000 and over, pursuant to Town Purchasing Policy. (FY 22/23 Budgeted Items)

Department: Finance

Staff Report 

Expenditures over \$25,000.pdf 

- 8.C) Consideration and possible approval of a motion to authorizing participation in pending national opioid settlements and authorizing the Town Attorney to negotiate, finalize and execute all documentation necessary to implement the same pursuant to the One Arizona Distribution of Opioid Settlement Funds Agreement previously approved by the Town Council.

Department: Town Manager's Office

Staff Report 

- 8.D) Consideration and possible approval of the "Final Plat" of Hudson Station - Commercial, a request by Barclay Group Venture Capital LLC.

Department: Development Services

Staff Report 


Aerial - Hudson Station Commercial.pdf 


Final Plat - Hudson Station Commercial.pdf 

- 8.E) Consideration and possible approval of the "Final Plat" of Hudson Station - Residential, a request by GM Gabrych Family LP.

Department: Development Services

Staff Report 


Aerial - Hudson Station Residential.pdf 


Final Plat -Hudson Station - Residential.pdf 

- 8.F) Consideration and possible approval of the "Final Plat" for NEC Signal Butte & Ocotillo Road, a request by Simoncre Gibson LLC and BF Foods RE Queen Creek LLC.

Department: Development Services

Staff Report 


Aerial Exhibit - NEC Signal Butte Ocotillo.pdf 


Final Plat - NEC Signal Butte Ocotillo.pdf 

- 8.G) Consideration and possible approval of the "Map of Dedication" for the Fulton Homes Barney Farms Collector Road Phase 2, a request by Fulton Homes Corporation.

Department: Development Services

Staff Report 

Aerial Exhibit - Fulton Homes Barney Farms.pdf 

Map of Dedication - Fulton Homes Barney Farms Collector Road Phase 2.pdf 

- 8.H) Consideration and possible approval of a five-year Professional Services Contract in an amount not to exceed \$121,983 with TeamDynamix Solutions, LLC Inc.

Department: Information Technology

Consent Agenda Item 8(H) was removed for a separate vote to note a correction of the expense amount from \$113,628 to \$121,983.

Staff Report 


CCS & TeamDynamix License Agreement.pdf 

- 8.I) Consideration and possible approval of a Design Services Contract with Arrington Watkins Architects for the Queen Creek Public Safety Support Facility (CIP Project# MF019) in the amount of \$2,567,148 and the necessary budget adjustments.

Department: Capital Improvement Projects

Staff Report 


MF019 Project Site Exhibit 


Arrington Watkins Architects Professional Services Contract 

- 8.J) Consideration and possible approval of a cooperative agreement through the State of Arizona with Berry, Dunn, McNeil & Parker for a Parks and Recreation Cost of Service Analysis and Fee Study in an amount not to exceed \$53,600.

Department: Community Services

Staff Report 

Cooperative Purchase Agreement.pdf 

Proposal - Berry, Dunn, McNeil and Parker.pdf 

- 8.K) Consideration and possible approval of an On-Call Project Order #04 with Sunrise Engineering for Plan Review, Permitting, and Construction Observation services to support the Wyverd Fiber License and Right-of-Way Use Agreement, and Reimbursement Agreement in an amount not to exceed \$1,138,140 and the necessary budget adjustments.

Department: Development Services


Staff Report 

2022-050 Sunrise Project Task Order #04.pdf 

- 8.L) Consideration and possible approval of an On-Call Project Order #1 with Sunrise Engineering, Contract #2023-006 in an amount not to exceed \$144,808 for Engineering Services for the completion of the Water Production Facilities Site Security Assessment Project WA005 (FY 23 Budgeted Item).

Department: Utilities

Staff Report 

Project Task Order #1 - Sunrise Engineering 

- 8.M) Consideration and possible approval of an On-Call Project Order 01 with Sunrise Engineering, Contract #2023-003 in an amount not to exceed \$49,000 for Engineering Services for the design of the Quail Run Lane Waterline from Rolling Ridge Road to the Quail Ranch Well Site Project WA295 (FY23 Budgeted Item).

Department: Utilities

Staff Report 


Project Task Order #1 - Sunrise Engineering - Quail Run Waterline 


- 8.N) Consideration and possible approval to initiate the Town of Queen Creek Job Order Contract (JOC) program as a procurement option for capital improvement projects and a two-year Roadway/Civil/Sitework services JOC that has up to three possible one-year renewals with DBA Construction Inc., Haydon Companies, LLC., Hunter Contracting Co. and Nesbitt Contracting Co., Inc. on an as-needed basis for


an amount not to exceed \$5,000,000 per contract per year for a total of up to \$20,000,000 annually.


Department: Capital Improvement Projects

Staff Report 

DBA Construction, Inc. Job Order Master Contract 

Haydon Companies, LLC Job Order Master Contract 

Hunter Contracting Co. Job Order Master Contract 

Nesbitt Contracting Co., Inc. Job Order Master Contract 

- 8.O) Consideration and possible approval of a Job Order 38 with MGC Contractors, Inc., Contract 2019-134 in an amount not to exceed \$334,609 for the Sewer Manhole Rehabilitation Project WW077. (FY 23 Budgeted Item)

Department: Utilities


Staff Report 

Job Order #38 - MGC Contractors 

- 8.P) Consideration and possible approval of an Amendment #2 to Delegation Resolution #1265-19 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 construction and completion of Signal Butte Road: Ocotillo to Queen Creek Road (CIP Project No. A0801) increasing the total Resolution amount by \$2,635,913, for a total amended amount not to exceed \$13,479,028. (This is a FY 23 Budgeted Item)

Department: Capital Improvement Projects

Staff Report 

A0801 Project Site Exhibit 

DR 1265-19 Amendment #2 

MOTION: To approve the Consent Agenda less Item 8(H).

RESULT: Approved unanimously (6-0)

MOVER: Robin Benning, Council Member

SECONDER: Dawn Oliphant, Council Member

AYES: Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member, Julia Wheatley, Mayor

ABSENT: Jeff Brown, Vice Mayor

MOTION: To approve Consent Agenda Item 8(H), a five-year professional services contract in an amount not to exceed \$121,983 with TeamDynamix Solutions, LLC Inc.

RESULT: Approved unanimously (6-0)

MOVER: Robin Benning, Council Member

SECONDER: Dawn Oliphant, Council Member

AYES: Julia Wheatley, Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member

ABSENT: Jeff Brown, Vice Mayor


9) **Public Hearing Consent Agenda:**


Mayor Wheatley opened and closed the Public Hearing with no comments provided.


- 9.A) Public Hearing and possible action on Ordinance 808-23 P22-0278 Barney Farm Germann/Meridian Commercial Rezone, a request by Greg Davis of Iplan Consulting, to rezone a 9.6 acre (approx.) site from EMP-A/PAD to C-2/PAD, located generally at the southwest corner of Germann and Meridian roads.


Department: Development Services


Staff Report 

Aerial Exhibit.pdf 

General Plan Exhibit.pdf 


Existing Zoning Exhibit.pdf 

Proposed Zoning Exhibit.pdf 

Expanded Existing Zoning Exhibit.pdf 

Expanded Proposed Zoning Exhibit.pdf 

Project Narrative.pdf 

Ordinance 808-23.pdf 

Staff Presentation.pdf 


Applicant Presentation.pdf 


- 9.B) Public hearing and possible action on Ordinance 810-23, P22-0223 Reasonable Accommodation Text Amendment, a Staff initiated text amendment to Article 6.3 Group Residential Facilities of the Zoning Ordinance, adding language regarding the reasonable accommodation waiver process.


Department: Development Services


Public Hearing Consent Agenda Item 9(B) was pulled by staff for a separate vote to make a correction to the Ordinance No.

Staff Report 

Proposed Zoning Ordinance - Clean.pdf 

Proposed Zoning Ordinance - Redlined.pdf 

Ordinance 803-22.pdf 

Reasonable Accommodation TC Presentation.pdf 

MOTION: To approve Ordinance 810-23, Case P22-0223 Reasonable Accommodation Text Amendment.

RESULT: Approved unanimously (6-0)

MOVER: Robin Benning, Council Member

SECONDER: Leah Martineau, Council Member

AYES: Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member, Julia Wheatley, Mayor

ABSENT: Jeff Brown, Vice Mayor

- 9.C) Consideration and possible recommendation of approval on a new Series 012 Restaurant Liquor License application submitted by Joseph Luis Mirelez on behalf of OG'Z The Original Empanada Shop located at 21824 S Ellsworth Road, Queen Creek; continued from the March 15, 2023 Council Meeting.

Department: Town Clerk's Office


Staff Report 

QCPD Report.pdf 

LGB Report - OG'Z the Original Empanada Shop - AMENDED 

Applicant ID_AMENDED 

LGB Report - OG'Z The Original Empanada Shop 

Rule R19-1-702 (9-24-22).pdf 

MOTION: To approve Public Hearing Consent Agenda Items 9(A) & (C).
RESULT: Approved unanimously (6-0)
MOVER: Dawn Oliphant, Council Member
SECONDER: Bryan McClure, Council Member
AYES: Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member, Julia Wheatley, Mayor
ABSENT: Jeff Brown, Vice Mayor

10) Public Hearings:

None.

11) Items for Discussion:

11.A) Introduction and Discussion on P23-0038 Industrial Design Guidelines, a staff initiated text amendment to the Town's adopted Design Guidelines.

Department: Development Services

Staff Report 

Planning Manager Erik Swanson said this item is to give Council background information on staff initiated text amendments before a final decision is made and to seek feedback.

This proposal seeks to add design guidelines specifically for industrial developments to ensure that development is orderly, meets the Town of Queen Creek standards and also allows for flexibility based on the type of development. Mr. Swanson reviewed the guideline sections and outlined the next steps. Staff will continue to refine the proposed guidelines based on feedback from Council. Mr. Swanson said the guidelines will be shared with stakeholders, the Planning Commission and the finalized design guidelines will go to Council for a future vote.

11.B) Presentation: Environmental Innovative Practices in Queen Creek.

Department: Public Works

Council Packet- Innovative Practices Presentation 2023.pdf 

Environmental Operations Manager Ramona Simpson presented new innovations and strategies on sustainability efforts for Council to consider. She reviewed some of our current programs and introduced other possibilities based on what other area communities are doing. Ms. Simpson introduced three areas of opportunity that might be of interest to the Council: 1) electric vehicle charging stations 2) electrification of Town light-duty vehicles and 3) solar at existing Town facilities.

Ms. Simpson discussed possible funding opportunities, consultant studies and long term comprehensive strategies for environmental innovation. She asked

Council for direction on the ideas presented and which areas they would like to explore.

Council Member Benning supported sustainability efforts and equity and would like a menu of options for Queen Creek to consider. He does not want to compete with area businesses in regards to charging stations.

Council Member McClure asked if the study includes a savings analysis and has there been discussion with our agritainment partners. Ms. Simpson said a cost analysis could be part of the study and supports the idea of public private partnerships.

Council Member Oliphant is in favor of the study and the use of that information going forward.

Council Member Martineau is not in favor of the study at this time or the use of federal dollars. She commented that she does not support charging stations or the fleet option, however she would consider solar panels on existing Town buildings.

Council Member Padilla does not want to use tax payer dollars on something that might be done more efficiently by the private sector. He commented on the role of government and does not want to get ahead of the private market with tax dollars in matters that are not our area of expertise.

Mayor Wheatley commented that she does not want to compete with private investment in regards to charging stations. She was in favor of private/public partnerships. She said the solar for Town buildings would be a consideration but said we should tread carefully on electrification for fleet.

The Council discussed the consultant study and had questions on the grand funding and how it can be used and if there were any stipulations tied to the grant.

Town Manager Bruce Gardner clarified that the Town is already earmarked for the grant and we just need to apply. He said it is not a competitive process and it would be used for the study, adding that there is no match from the Town required.

Mr. Gardner said with direction from Council we can move forward with the RFQ process for a consultant study and apply for the grant. The results of the RFQ and the funding amount and details of the grant would both come back to the Council for further discussion and possible approval.

13) Adjournment:

The Council reconvened to Executive Session at 8:09 p.m. The Regular Session reconvened and adjourned at 8:56 p.m.

Julia Wheatley, Mayor

ATTEST:

Maria E. Gonzalez, Town Clerk

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 April 5, 2023 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: BRUCE GARDNER, TOWN MANAGER
FROM: MELISSA BAUER, PROCUREMENT MANAGER
RE: CONSIDERATION AND POSSIBLE APPROVAL OF EXPENDITURES \$25,000 AND OVER, PURSUANT TO TOWN PURCHASING POLICY. (FY 22/23 BUDGETED ITEMS)
DATE: April 19, 2023

Suggested Action:

To approve the Expenditures \$25,000 and over, pursuant to Town Purchasing Policy.

Discussion:

The following items being requested are:

1. Corporate Technology Solutions (CTS) - Security and Protection Systems: Additional contract spending of \$115,000. Council previously approved \$80,000 on December 1, 2022 for a new total contract spending authority of \$195,000 (Information Technology)
2. FX Tactical - Ballistic Shields: Additional contract spending authority of \$65,000. Council previously approved \$285,000 on June 1, 2022 for a new total contract spending authority of \$350,000 (Police)
3. Aardvark - Tactical/Safety Gear & Equipment: \$50,000 (Police)
4. Apex Officer - Virtual Reality Training Simulator: \$98,000 (Police)
5. Safeware/908 Devices - Drug Detection Equipment: \$92,300 (Police)

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures is: \$420,300. Funds have been identified within the line item budget as approved in the FY22/23 budget or subsequently approved by Council.

Attachment(s):

1. [Expenditures over \\$25,000.pdf](#)

**Attachment: Expenditures \$25,000 and Over
Budgeted in Fiscal Year 22/23
April 19, 2023**

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
1	Corporate Technology Solutions (CTS)	Security and Protection Systems	Additional contract spending authority of \$115,000 to purchase security camera, and card access equipment to be installed within Town campus areas. Town council previously approved \$80,000 on December 1, 2022 for a new total contract spending authority of \$195,000	Information Technology	\$115,000	State Contract #CTR056380	Town Procurement Policies for purchases over 25K is to either utilize an existing Regional/National Cooperative or the Town would have to initiate our own Request for Proposal and bid process. Council could choose not to approve this expenditure authority. This action will require staff to come back to Council at a later date for additional expenditure authority once spending exceeds the \$25,000 threshold.
2	FX Tactical	Ballistic Shields	Additional spending authority for ballistic shields (both rifle & handgun rated) that will be placed in every patrol vehicle. Council previously approved \$285,000 on June 1, 2022 for a new total contract spending authority of \$350,000. (FY23 budgeted item)	Police	\$65,000	City of Glendale Contract #21-08	The Council could choose not to approve this expenditure; however, this gear/equipment is essential for safe and effective tactical/emergency operations.
3	Aardvark	Tactical/Safety Gear & Equipment	Spending authority for SAU/SWAT Ballistic vest kits, helmets, and tactical communication gear/equipment (FY23 budgeted item)	Police	\$50,000	GSA Contract #GS-07F-141DA	The Council could choose not to approve this expenditure; however, this gear/equipment is essential for safe and effective tactical/emergency operations. This model/set is scalable and able to be utilized in a patrol setting or tactical operation. This provides a cost savings because a single set can be utilized for both roles (for the operator, especially part-team members).
4	Apex Officer	Virtual Reality Training Simulator	Spending authority for SAU/SWAT Ballistic vest kits, helmets, and tactical communication gear/equipment (FY23 budgeted item)	Police	\$98,000	Sole/Single Source	The Council could choose not to approve this expenditure; however, this gear/equipment is essential for training and officer decision-making. This system is highly scaleable and provides mandatory training/testing.

5	Safeware/908 Devices	Drug Detection Equipment	Spending authority to purchase a mass spectrometer that will be used for drug-related cases and investigations related to explosive materials	Police	\$92,300	Maricopa County Contract #210237-C (Staff may purchase from another approved vendor/contract based on availability and price)	The Council could choose not to approve this expenditure; however, this gear/equipment is essential for safe response to drug and explosives-related investigations.
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TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: RANDY BRICE, CHIEF OF POLICE

RE: CONSIDERATION AND POSSIBLE ACCEPTANCE OF A GRANT FROM THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS FOR AN ADDITIONAL DETECTIVE POSITION (1 FTE), TRAINING, AND EQUIPMENT RELATED TO ANTI-HUMAN TRAFFICKING OPERATIONS. THE TOTAL AMOUNT OF REIMBURSEMENT FUNDS WILL NOT EXCEED \$463,339.10 AND WILL BE UTILIZED BETWEEN OCT 1, 2022, AND DECEMBER 31, 2025.

DATE: April 19, 2023

Suggested Action:

To approve a grant from the Arizona Department of Emergency and Military Affairs for an additional detective position (1 FTE), training, and equipment related to Anti-Human Trafficking operations.

Relevant Council Goal(s):

1. Safe Community (Public Safety)
2. Effective Government (Financial Stability & Intergovernmental Relations)

Project Information:

See attached

Discussion:

Background

Over the past year, QCPD has handled more than 600 criminal cases involving crimes or situations that involved some sort of physical or sexual abuse. This included a number of cases associated with human trafficking. This is an increase of almost 80% based on previous MCSO data.

These cases are being assigned to a unit that has only one full-time special victim detective. Cases include but are not limited to any crime involving domestic violence, all sexually based crimes, child/vulnerable adult crimes, kidnapping/unlawful imprisonment, cybercrimes involving child pornography, human trafficking, etc. Currently, more than 40% of the caseloads managed by the entire investigative section are comprised of these special victim cases. As such, detectives assigned to other areas of responsibility have been temporarily allocated to this unit. Although this helps to manage this critical caseload, it has also resulted in longer case management periods for other crimes/areas.

Many of the cases handled by this unit/area are extremely complex, time-consuming, and require extensive expertise/training. This is especially true for human trafficking and sexually based crimes that may include but are not limited to identifying, investigating, apprehending, and prosecuting child molesters; human traffickers, child pornography collectors or distributors; child pornographers; sexual offenders who target children; child abusers, and investigations involving Internet child

pornography and exploitation.

Although our detectives have attended additional training and have experience investigating sexual offenses and crimes involving children, their knowledge of child sex trafficking and other human trafficking investigations and best practices is limited.

Human trafficking investigations have unique challenges that are not seen in other types of investigations. Ongoing training is necessary to learn investigative techniques and new programs traffickers are using for advertising, money laundering, and recruitment.

The Town of Queen Creek is home to more than a hundred residential, therapeutic group homes. One, in particular, is focused on children who are survivors of child sex trafficking. The facility is divided into male and female campuses and houses more than three hundred juveniles from around the United States. QCPD has investigated several cases where children from the group home left the facility and, while they were gone, were again victimized, and trafficked by various suspects. QCPD has been able to locate and recover these juveniles in other cities using existing investigators, tactical operators, and surveillance teams.

The National Center for Missing and Exploited Children (NCMEC) reviewed cases submitted to them between 2004 and 2018 and found they receive approximately 1,500 reports each year, which involved missing children who were reportedly engaged in sex trafficking. They found that almost 75% of those children were in the care of social services when they went missing. In the past year, we have investigated over 325 missing person cases, with over 100 coming from this juvenile one therapeutic group home. In that same timeframe, we investigated nine cases of juvenile human trafficking.

The victims of trafficking are groomed by their traffickers and taught to use poorly lit areas to hide from responding patrol units so they can avoid recovery. Additionally, while conducting surveillance for a trafficked juvenile in Phoenix, QCPD learned of extreme equipment limitations when we could not adequately conduct nighttime surveillance on the target residence holding the victim.

Due to the volume of these calls and the dangers to the victims, QCPD has identified a multidisciplinary plan to help not only reduce victimization but take a proactive approach to combat human trafficking in Queen Creek and the East Valley.

This grant project was designed to allow QCPD to:

- Add a full-time detective and assign that individual to lead and support all human or sex trafficking cases.
- Provide training for patrol officers and partners in the anti-human trafficking mission.
- Provide training for investigators tasked with locating human trafficking victims.
- Provide equipment to ensure the successful discovery and recovery of trafficked victims.

Trafficking Investigations

In the past year, QCPD detectives have investigated nine cases that involved child sex trafficking. Eight of those cases were directly related to a local juvenile group home. Right now, child sex trafficking investigations are handled by detectives who lack the specific training and resources necessary to complete a thorough, victim-centered investigation without significant assistance from other agencies or organizations.

Approximately 40% of cases forwarded to investigations involve crimes against children or sexual offenses. Special Victim detective(s) cannot devote the necessary time to sex trafficking investigations as they manage a significant number of high-liability cases. A full-time human trafficking detective would be able to focus on locating and recovering a victim as quickly and efficiently as possible and would have the training and experience necessary to provide an immediate and trauma-informed response.

Prevention and Partnerships

One goal for a full-time detective would be to focus on forming partnerships with Non-government Organizations (NGOs) that work together with law enforcement to ensure a victim-centered and trauma-informed approach to human trafficking investigations. In many cases, a significant challenge law enforcement faces when investigating human trafficking is the lack of trust the victim has for law enforcement. This can be mitigated when NGOs respond with law enforcement and can help build a relationship with the victim. Often, children run away because they lack basic needs or safety in their current situation. NGOs can work with the victim to ensure they feel safe, and their basic needs are met. The detective would be able to form a relationship with a dedicated victim advocate and survivor advocate, and they can work as a multidisciplinary team to provide support to the recovered victim.

A human trafficking detective would be able to properly facilitate follow-up interviews with missing persons and runaway children after they are located and returned. This is imperative to determine if they were a victim of a crime or trafficking while they were gone.

A human trafficking detective would also work with the community to establish "safe zones" for children who run away because they are in danger and would have safe, designated places they can go to for help. Having a safe place a child can go to ask for help will reduce the chances of them ending up as a victim of child sex trafficking; these places often include hospitals and fire stations.

Training and Education

A full-time trafficking detective would be responsible for training patrol officers on recognizing signs of sex trafficking and completing a victim-centered investigation. Training would also include evidence preservation and collection and best practices for investigations involving undocumented trafficking victims. They would also train officers to respond to runaway juvenile calls for service to determine if the juvenile is at risk of being trafficked.

The human trafficking detective would also help to develop policies and procedures regarding a first responder protocol for responding to calls involving suspected child sex trafficking. Agency policies should focus on victim-centered investigations, collaboration with a multidisciplinary team, supervision of officer conduct during undercover operations, and requirements when responding to runaway juvenile calls for service in the town of Queen Creek.

Detectives would also be responsible for educating school staff on how to recognize signs a child may be involved in sex trafficking, as well as information for parents on how to help their children stay safe while using social media.

Traffickers often use social media to recruit victims. This position would allow detectives to educate community members to recognize signs of possible online recruitment and provide direction on reporting those concerns to the police.

Victims of Human Trafficking have experienced complex trauma and often do not trust law enforcement or are reluctant to cooperate with the investigation. Investigating child sex trafficking requires a detective who can understand complex trauma, is up to date on the best interview techniques, and has worked to form partnerships with NGOs. This will allow QCPD to respond with a victim-centered, trauma-informed approach and allow time for detectives to work with the victim from the time of their recovery until the successful prosecution of the offender.

Grant Project

The solicitation for this grant was published in early January 2023. Submissions were due in February 2022. We received the notice of award on March 29, 2023. Normally, this process should have started back in July 2022, with the funding awarded on October 1, 2022. Due to a variety of issues at the State level, the process was delayed. However, the funding timeline has been issued retroactively

to begin on October 1, 2022, and end on Dec 31, 2025.

The grant provides reimbursement funds for specific items outlined in the project. These include:

- One FTE (Human Trafficking Detective) – for three years (Oct 1, 2022, to Dec 31, 2025).
- Travel/Training
- Equipment – Victim Support Vehicle

We are requesting authority to accept these funds, the FTE position, purchase the necessary equipment, and expend funds related to travel/training. If approved, all appropriate procurement processes would be employed.

Fiscal Impact:

These funds were not originally budgeted as part of the FY 2022-23 or the (proposed) FY 2023-24 Police Department budgets. The total for this request or project, may not exceed the amount of **\$463,339.10** (the limit of the grant funds).

Although the grant cycle runs from October 1, 2022, to December 31, 2025, the financial expenditure and programmatic reporting process are based on the standard (non-federal) fiscal year (July-June). As such, the fiscal impact below has been parsed out to coincide with our fiscal year schedule beginning in January 2023. All of the listed funds will be reimbursed but will require appropriate procurement and, if applicable, a budget adjustment. Approval of this grant will also approve the addition of 1 FTE beginning in FY 2022-23 in the Police budget for use as a Detective.

October 1, 2022, to June 30, 2023:

- Vehicle Purchase (Victim Support Vehicle) - \$60,000. To be reimbursed. A budget adjustment from the grant contingency fund is necessary.
 - The actual purchase will be brought to Council in a separate request (May 3, 2023).
- 1 FTE/personnel costs (6 months) - \$63,209.10. To be reimbursed. A budget adjustment is necessary.
- Travel/Training - \$8,100. To be reimbursed. A budget adjustment is necessary.
- The total estimated cost in FY 2022-23 is \$131,309.10. A budget adjustment from the grant contingency fund is necessary to fund this grant project in FY 2022-23. It is anticipated the grant will fully reimburse these expenses.

July 1, 2023, to June 30, 2024:

- Personnel costs – Estimated personnel cost are \$129,034.20. A budget adjustment in FY 2023-24 will be presented during the next fiscal year to fund the ongoing costs of the grant. Grant expenses are anticipated to be fully reimbursable.

July 1, 2024, to June 30, 2025:

- Personnel costs - Estimated personnel cost are \$134,410.45. Funding will be included as part of the FY 2024-25 budget. Grant expenses are anticipated to be fully reimbursable.

July 1, 2025, to December 31, 2025:

- 1 FTE/personnel costs - Estimated personnel cost are \$68,585.35. Funding will be included as part of the FY 2025-26 budget. Grant expenses are anticipated to be fully reimbursable.

Note: With prior written approval, the Town is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.

Alternatives:

1. The Council could choose not to accept the agreement/funds in its entirety, and continue with the present situation: one full-time special victims detective with other detectives, assigned to other areas, being temporarily allocated to the special victims unit.
2. The Council could choose not to accept the agreement/funds in its entirety, and have an existing officer position be permanently redirected to the special victims unit, understanding this may leave a gap in other areas within the police department.

Attachment(s):

1. [M23-0013_QCPD_FY23_AHTGF_\\$463K_HT_DETECTIVE \(1\).pdf](#)



Katie Hobbs
GOVERNOR

**STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M23-0013

Effective Date: October 1, 2022
Termination Date: December 31, 2025

**Agreement Title: Town of Queen Creek, FY 2023 Anti-Human Trafficking Grant Fund Program, Laws 2022
Chapter 313, Section 110.**

**TOWN OF QUEEN CREEK AGREEMENT
ADMINISTRATORS**

The Town of Queen Creek
22358 South Ellsworth Road

Queen Creek, AZ 85142
Contact Name: Bruce Gardner, Town Manager
Phone Number: (480) 358-3000
Email: Bruce.Gardner@queencreekaz.gov

Queen Creek Police Department
20727 East Civic Parkway
Queen Creek, AZ 85142
Contact Name: Daniel Ruth, Detective Sergeant
Phone Number: (480) 468-3044
Email: Daniel.Ruth@queencreekaz.gov

DEMA AGREEMENT ADMINISTRATOR

Arizona Department of Emergency and Military Affairs
5645 East McDowell Road,
Bldg. M5800
Phoenix, AZ 85008
Contact Name: Kyle Matthew, Chief Procurement Officer
Phone Number: (602) 464-6491
Email: Kyle.Matthew@azdema.gov

THIS AGREEMENT, (hereinafter referred to as “Agreement”) is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as “DEMA”, a “budget unit” as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **THE TOWN OF QUEEN CREEK** and the **QUEEN CREEK POLICE DEPARTMENT** [hereinafter referred to together as “Town”, authorized to contract pursuant to A.R.S. § 9-241]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the Town and reimbursed by DEMA pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the Town for the purposes outlined in Section 26-106, Arizona Revised Statutes.



Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

The Town of Queen Creek	Arizona Department of Emergency and Military Affairs
Signature	Signature
Printed Name Bruce Gardner	Printed Name Major General Kerry L. Muehlenbeck
Title Town Manager	Title The Adjutant General
Date _____	The above referenced Agreement is hereby executed this _____ Day of _____, 20_____

Queen Creek Police Department
Signature
Printed Name Randy Brice
Title Chief of Police
Date _____



Katie Hobbs
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the Town for programs, equipment, and/or activities that reduce human trafficking and that comply with Section 26-106, Arizona Revised Statutes, conducted by the Town to be reimbursed by DEMA.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and The Town of Queen Creek and the Queen Creek Police Department together (The Town), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "Town" means The Town of Queen Creek and the Queen Creek Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, The Town of Queen Creek and the Queen Creek Police Department shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or the Town of Queen Creek.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating The Town of Queen Creek and the Queen Creek Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating The Town of Queen Creek and the Queen Creek Police Department as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.

5. Budget: The amount of \$463,339.10 was appropriated in FY2023 and transferred to the Border Security Fund for deposit in the Anti-Human Trafficking Grant Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement



Katie Hobbs
GOVERNOR

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

within thirty (30) days after receipt of valid invoices and supporting documentation from the Town. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the Town under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the Town under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to the Town for the purposes identified in this Agreement and shall be used to supplement funds already available to the Town for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payments shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation from the Town.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the other Party's express, written, prior consent.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, December 31, 2025.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:



Katie Hobbs
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

For The Town of Queen Creek:	For DEMA:
Name: Daniel Ruth	Name: Darlene Quihuis
Title: Detective Sergeant	Title: Assistant Director
Phone: (480) 468-3044	Phone: (602) 464-6454
Email: Daniel.Ruth@queencreekaz.gov	Email: Darlene.Quihuis@azdema.gov

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For The Town of Queen Creek:	For DEMA:
Name: Chad Southwick	Name: Kyle A. Matthew
Title: Lieutenant	Title: Chief Procurement Officer
Address: 20727 East Civic Parkway, Queen Creek, AZ 85142	Address: 5645 East McDowell Road, Building M5800, Phoenix AZ 85008
Phone: (480) 575-7814	Phone: (602) 464-6491
Email: Chad.Southwick@queencreekaz.gov	Email: Kyle.Matthew@azdema.gov

13.3 Reports and deliverables shall be sent in accordance with the Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. **Ownership of Information:** Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The Town shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. **Project Review:** It is the responsibility of the Town to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the Town shall provide to DEMA within 15 calendar days of DEMA's request.

16. **Severability:** The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.



Katie Hobbs
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

17. Termination:

17.1. DEMA or the Town may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the Town or DEMA, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the Town without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

17.2. In the event the Agreement is terminated, the Town shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the Town may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the Town's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the Town utilize contractor(s), the Town's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless The Town of Queen Creek, DEMA and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name The Town of Queen Creek, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of The Town of Queen Creek, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.



Katie Hobbs
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the Town shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

22. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the Town shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Town shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

23. Antitrust Recovery: The Town assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Town toward fulfillment of this Agreement.

24. Compliance with Laws. The Town agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.



Katie Hobbs
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM A SCOPE OF WORK

1. **Project Title:** The Town of Queen Creek, FY 2023 Anti-Human Trafficking Grant Fund Program.
2. **Project Timeline:** October 1, 2022 to December 31, 2025.
3. **Purpose:**
 - a. Reimburse The Town of Queen Creek for costs associated with programs, equipment and/or activities that reduce human trafficking, and that comply with the requirements prescribed in Section 26-106 Arizona Revised Statutes.
4. **Tasks:**
 - a. Hire, train, equip and reimburse salary and employee related expenses of one QCPD Human Trafficking Detective for a three-year period.
 - b. Make reservations for, and reimburse the costs of airfare, lodging, meals, and incidentals for four QCPD personnel to attend the 2023 Regional Information Sharing Systems (RISS) Western Region Human Trafficking Summit.
 - c. Purchase equipment in accordance with the DEMA-approved budget. Copies of all contracts are to be provided to DEMA upon request.
5. **Cost**
 - a. Not to exceed \$463,339.10.

6. Reporting Requirements and Deliverables:

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. <u>Period of Performance:</u> Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct.1 – Dec.31 Qtr. 3: Jan.1 - March 31 Qtr. 4: April 1 - June 30	Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov



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Timeframe	Deliverable	Description	Due Date	Send To:
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. <u>Period of Performance:</u> Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct.1 – Dec.31 Qtr. 3: Jan.1 - March 31 Qtr. 4: April 1 - June 30	Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

7. Additional Requirements:

- a. Ensure all procurement of goods and services are following established applicable procurement law and the Town’s written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.
- b. All Border Security funds must be accounted for by the Town in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at <https://gao.az.gov/publications/saam>.



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ADDENDUM B
PRICE SHEET

Budget October 1, 2022, to December 31, 2025

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$282,019.50
Fringe	\$113,219.60
Travel	\$8,100.00
Equipment	\$60,000.00
Supplies (Not Applicable)	\$0
Contractual (Not Applicable)	\$0
Other (Not Applicable)	\$0
Total Direct Costs	\$463,339.10
Administration (Not applicable)	\$0
TOTAL (Not to Exceed)	\$463,339.10

With prior written approval, the Town is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.



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**ADDENDUM C
BUDGET AND JUSTIFICATION**
October 1, 2022, to December 31, 2025

A. Personnel:

Position (1)	Name (2)	Annual Salary/Rate (3)	Level of Effort (5)	Total Salary (6)
Human Trafficking Detective	Vacant	\$89,459.00 Year 1 Salary \$93,931.95 Year 2 Salary \$98,628.55 Year 3 Salary	100%	\$282,019.50
TOTAL PERSONNEL COST				\$282,019.50

JUSTIFICATION:

This funding will be utilized to staff a full-time Queen Creek Police Department (QCPD) human trafficking detective over three years. The position will receive a 5% salary increase annually, beginning in year 2. The human trafficking detective will have three primary areas of responsibility.

- Investigations involving child sex trafficking and rapid recovery of victims
- Human Trafficking prevention and partnerships with non-government organizations
- Training and education on human trafficking.

Investigations

Since QCPD became operational, QCPD detectives have investigated nine cases that involved child sex trafficking. Eight of those cases were directly related to a local juvenile group home.

Current capabilities require child sex trafficking investigations to be handled by detectives who lack the specific training and resources necessary to complete a thorough, victim-centered investigation without significant assistance from other agencies or organizations. Approximately 40% of cases forwarded to investigations involve crimes against children or sexual offenses. SVU detectives cannot devote the necessary time to sex trafficking investigations as they manage a significant number of high-liability cases. A full-time human trafficking detective will be able to focus on



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locating and recovering a victim as quickly and efficiently as possible and will have the training and experience necessary to provide an immediate and trauma-informed response.

Prevention and Partnerships

One goal for a full-time detective would be to focus on forming partnerships with Non-government Organizations (NGOs) that work together with law enforcement to ensure a victim-centered and trauma-informed approach to human trafficking investigations. In many cases, a significant challenge law enforcement faces when investigating human trafficking is the lack of trust the victim has for law enforcement. This can be mitigated when NGOs respond along with law enforcement and can help build a relationship with the victim. Often, children run away because they lack basic needs or safety in their current situation. NGOs can work with the victim to ensure that they feel safe, and that their basic needs are met. The detective would be able to form a relationship with a dedicated victim advocate and survivor advocate, and they can work as a multidisciplinary team to provide support to the recovered victim.

Taking proactive steps to reduce the number of children who run away from the Arizona Department of Child Services (DCS) care is one way to reduce cases involving child sex trafficking in the Town of Queen Creek. Queen Creek is the home to a large juvenile group home that houses over 300 children who are either in DCS Custody, are Unaccompanied Minors-Refugees, Children on Probation, and/or Sex Trafficking Survivors who are there on therapeutic placement. Research has shown that children in DCS custody and undocumented children are at a significantly higher risk of being victims of child sex trafficking. A HT detective could work proactively with the group home and the children who reside there to develop safety plans, reporting procedures, and programs to reduce the number of runaways.

The National Center for Missing and Exploited Children (NCMEC) reviewed cases submitted between 2004 and 2018 and found they receive approximately 1,500 reports each year involving missing children reportedly involved in sex trafficking. They found that almost 75% of those children were in the care of social services when they went missing. Since QCPD became operational, officers have responded to 112 runaway calls for service involving children residing at the aforementioned juvenile group home.

A full-time HT detective will be able to properly facilitate follow-up interviews after these children are located and returned. This is imperative to determine if they were a victim of a crime or trafficking while they were gone.

A full-time HT detective will also work with the community to establish "safe zones" for children who run away because they are in danger. This is important as Queen Creek is a rural community and having a safe place a child can go to ask for help will reduce the chances of them ending up as a victim of child sex trafficking. These places often include hospitals and fire stations.

Training and Education

A full-time trafficking detective will be responsible for training patrol officers on recognizing signs of sex trafficking and completing a victim-centered investigation. Training will also include evidence preservation and



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collection and best practices for investigations involving undocumented trafficking victims. They will also train officers to respond to runaway juvenile calls for service to determine if the juvenile is at risk of being trafficked.

The HT detective will also help to develop policies and procedures regarding a first responder protocol for responding to calls involving suspected child sex trafficking. Agency policies should focus on victim-centered investigations, collaboration with a multidisciplinary team, supervision of officer conduct during undercover operations, and requirements when responding to runaway juvenile calls for service in the town of Queen Creek.

This detective will also be responsible for educating school staff on how to recognize signs a child may be involved in sex trafficking, as well as information for parents on how to help their children stay safe while using social media. Traffickers often use social media to recruit victims. This position will allow detectives to educate community members to recognize signs of possible online recruitment and provide direction on reporting those concerns to the police.

Human trafficking investigations present unique challenges, and ongoing training is required to ensure detectives are up to date on the most effective investigative techniques. Since the Queen Creek Police Department has been operational, the department has investigated nine cases of human trafficking. These cases were brought by a third party and not discovered through proactive means. A combination of SVU, General Detectives, and patrol officers investigated the nine cases.

Victims of Human Trafficking have experienced complex trauma and often do not trust law enforcement or are reluctant to cooperate with the investigation. Investigating child sex trafficking requires a detective who can understand complex trauma, is up to date on the best interview techniques, and has worked to form partnerships with NGOs. This will allow QCPD to respond with a victim-centered, trauma-informed approach and allow time for detectives to work with the victim from the time of their recovery until the successful prosecution of the offender.

B. Fringe Benefits:

Position (1)	Name (2)	Rate (3)	Total Salary (5)	Total Fringe (6)
Human Trafficking Detective	Vacant	\$36,959.20 Year 1 \$37,718.25 Year 2 \$38,542.15 Year 3	\$282,019.50	\$113,219.60
TOTAL FRINGE COST				\$113,219.60



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JUSTIFICATION:

Fringe Category	Rate			Calculation
	Year 1	Year 2	Year 3	
FICA	\$5,546.46	\$5,823.78	\$6,114.97	6.20%
Medicare (Social Security)	\$1,297.16	\$1,362.01	\$1,457.00	1.45%
PSPRS (Retirement)	\$7,326.69	\$7,693.03	\$8,077.68	8.19%
Medical Insurance	\$20,698.00	\$20,698.00	\$20,698.00	Annually
Dental Insurance	\$994.00	\$994.00	\$994.00	Annually
Vision Insurance	\$86.00	\$86.00	\$86.00	Annually
Unemployment, ADD, Life Insurance	\$1,010.89	\$1,061.43	\$1,114.50	1.13%
TOTAL	\$36,959.20	\$37,718.25	\$38,542.15	

C. Travel:

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost (5)
Regional Information Sharing Systems (RISS) Western Region 2023 Human Trafficking Summit	San Diego, CA	Airfare	\$300.00/flight x 4 persons	\$1,200.00
Regional Information Sharing Systems (RISS) Western Region 2023 Human Trafficking Summit	San Diego, CA	Registration	\$450.00/registration x 4 persons	\$1,800.00
Regional Information Sharing Systems (RISS) Western Region 2023 Human Trafficking Summit	San Diego, CA	Hotel Lodging	\$181.00/night x 4 persons x 5 days	\$3,620.00



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Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost (5)
Regional Information Sharing Systems (RISS) Western Region 2023 Human Trafficking Summit	San Diego, CA	Meals and Incidentals	\$74.00/day x 4 persons x 5 days	\$1,480.00

TOTAL TRAVEL COST	\$8,100.00
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JUSTIFICATION:

Training will provide detectives with the investigative techniques necessary to locate trafficking victims faster. Each day a victim is with a trafficker, he/she is likely experiencing multiple sexual assaults and is exposed to traumatic and dangerous situations. When detectives identify a child who has left the group home and is reported to be with a trafficker, detectives need to know how she can be located as quickly and safely as possible.

Training will also give detectives an understanding of how to complete a victim-centered investigation. Victims of sex trafficking experience complex trauma and often experience feelings of shame, guilt, and distrust. When detectives are trained to conduct a victim-centered investigation, it reduces harm to the victim and increases victim cooperation which is necessary for the successful prosecution of the trafficker.

Detectives will also have the opportunity to learn new ideas and resources to take proactive steps to reduce trafficking recruitment from the Queen Creek group home.

This funding will be used to send four detectives to the 2023 Regional Information Sharing Systems (RISS) Western Region Human Trafficking Summit. This training will provide detectives with information and training on numerous investigative topics, including:

- DHS Resources for Countering Human Trafficking
- Gangs and Human Trafficking
- Sex Buyer Stings for Small Agencies
- Online UC Chatting
- Snapchat and Social Media Investigations
- Labor Trafficking
- The Victimless Proactive Intervention

Attendees will share the information learned with the rest of the QCPD Criminal Investigations Unit.



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D. Equipment (Over \$5,000 per item):

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
Victim Support Vehicle (SUV or minivan)	1	\$60,000.00	100%	\$60,000.00

TOTAL EQUIPMENT COST	\$60,000.00
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JUSTIFICATION:

Victims of sex trafficking are often told by their trafficker not to trust law enforcement and are told they will be arrested once contacted by police. The use of police-type vehicles significantly inhibits investigators from making a connection and gaining the trust of the trafficked victim. It is imperative to conduct a victim-centered investigation with a trauma-informed approach and take appropriate steps to make the victim feel comfortable.

This funding will be used to purchase a mini-van or non-government sporty utility vehicle. This vehicle will not have any police markings, equipment, enclosure, or other intimidating features. Investigators will keep NCMEC Hope Bags in the vehicle, which contains clothing and hygiene products for trafficked victims. Most recovered trafficked victims wear clothes purchased for them by the trafficker and are not age appropriate. This vehicle will allow the victim to feel comfortable and help reassure them they are not the suspect in the investigation. This vehicle will also be used to transport return runaways to a Victim Advocacy Center, where they will be interviewed and assessed medically for potential trafficking. The Town of Queen Creek employs a full-time Fleet Department equipped to maintain and repair the vehicle throughout the duration of its use.

E. Supplies: (Items Costing Less Than \$5,000.00 per unit): Not Applicable

F. Contractual: Not Applicable

G. Other: Not Applicable



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H. Total Direct Charges:

TOTAL DIRECT CHARGES	\$463,339.10
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I. Administration: Not Applicable

J. Total Project Costs:

TOTAL REQUEST- TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)	\$463,339.10
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JUSTIFICATION:

The Queen Creek Police Department was founded in January 2022. The agency consisted of a patrol division, a small investigative unit, traffic, school resource officers, and support staff. Initially, the Criminal Investigations Unit consisted of only five general detectives. However, it has since been divided into Special Victims and General Detectives. Because the Department is less than two years old, staff has not been designated as dedicated human trafficking detectives.

Since January 2022, QCPD has investigated several incidents of child sex trafficking, utilizing detectives from the General Detective Unit or the Special Victims Unit. While the detectives who form the Special Victims Unit have attended additional training and have experience investigating sexual offenses and crimes involving children, their knowledge of sex trafficking investigations and best practices is limited.

Human trafficking investigations have unique challenges that are not seen in many other types of investigations. Ongoing training is necessary to learn investigative techniques and new tactics which traffickers use for advertising, money laundering, and recruitment.

The Town of Queen Creek is home to more than a hundred residential, therapeutic group homes. One in particular is focused on children who are survivors of child sex trafficking. The facility is divided into male and female campuses and houses more than three hundred juveniles from around the United States. QCPD has investigated several cases in which children from the group home left the facility and were again victimized and trafficked by various suspects. QCPD has been able to locate and recover these juveniles in other cities using investigators, tactical operators, and surveillance teams.

The victims of traffickers are groomed and taught to use poorly lit areas to hide from responding patrol units so they can avoid recovery. Additionally, while conducting surveillance for a trafficked juvenile in Phoenix, QCPD



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learned of extreme equipment limitations which prevented adequate nighttime surveillance on the target residence holding the victim.

Due to the volume of human trafficking calls and the dangers to the victims, QCPD has identified a multidisciplinary plan, not only to reduce victimization, but to take a proactive approach to combat human trafficking in Queen Creek and the East Valley. This project will allow QCPD personnel dedicated exclusively to human trafficking, training for patrol officers and other partners in the anti-human trafficking mission, training for investigators tasked with locating human trafficking victims, and equipment to ensure the successful location and recovery of trafficked victims.

K. BUDGET SUMMARY:

Category	Year 1	Year 2*	Year 3*	Total Project Costs
Personnel	\$89,459.00	\$93,931.95	\$98,628.55	\$282,019.50
Fringe	\$36,959.20	\$37,718.25	\$38,542.15	\$113,219.60
Travel	\$8,100.00			\$8,100.00
Equipment	\$60,000.00			\$60,000.00
Supplies				
Contractual				
Other				
Total Direct Charges	\$194,518.20	\$131,650.20	\$137,170.70	\$463,339.10
Administration				
Total Project Costs	\$194,518.20	\$131,650.20	\$137,170.70	\$463,339.10

*FOR FUTURE REQUESTED YEARS



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: DAVE LIPINSKI, PE, CIP DEPARTMENT DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A DESIGN SERVICES PROJECT ORDER #1 UNDER CONTRACT 2023-004 WITH WSP USA FOR NEW 24 INCH WATERLINES WITHIN GERMANN ROAD, KENWORTHY ROAD AND THE HOME PLACE DEVELOPMENT APPROXIMATELY ONE-HALF MILE SOUTH OF CHANDLER HEIGHTS ROAD (CIP PROJECTS WA262, WA294 AND WA031) IN THE AMOUNT OF \$1,373,405 AND RELATED BUDGET ADJUSTMENTS TO BE REIMBURSED BY PINAL COUNTY.

DATE: April 19, 2023

Suggested Action:

To approve a design services project order #1 under Contract 2023-004 with WSP USA for new 24 inch waterlines within Germann Road, Kenworthy Road and the Home Place Development approximately one-half mile south of Chandler Heights Road (CIP Projects WA262, WA294 and WA031) in the amount of \$1,373,405 and related budget adjustments to be reimbursed by Pinal County.

Relevant Council Goal(s):

Superior Infrastructure – Capital Improvement Program

Discussion:

On February 15, 2023 the Town Council approved a fund grant agreement with Pinal County for design and construction of multiple proposed groundwater recharge and water system improvement projects. Pinal County received funding from the American Rescue Plan Act of 2021 (ARPA) for these efforts. The designated projects included for funding were broadly and generally described as:

Projects:

- A. Kenworthy Road Water Transmission Line
- B. Home Place Water Transmission Line
- C. Water Storage Tank and Booster Site
- D. Gravel Pit Acquisition
- E. Recharge Improvements
- F. Groundwater Wells and Boosters
- G. Germann Road Transmission Line

The proposed facilities are required to strengthen the water system in the northeastern water service area and initiate the Town's water recharge program. Due to ARPA requirements, the noted projects are required to begin construction by December 31, 2024. Due to the time required to collect field survey data, prepare the design required, secure the required licenses required for crossing existing utilities, resolve conflicting utility crossings, select a contractor, procure the materials required, and begin construction, it was determined the longest duration design projects needed to begin as quickly

as possible. Therefore, the design services project order under consideration with this action is for the design of the three transmission waterline projects noted above only (A, B and G). The remaining projects will come before the Town Council for authorization actions at a later time.

Town CIP staff assessed the professional services firms currently under contract and available for water distribution system design through the Town’s On-call Contracting program including current workload, project engineering and surveying skills required, and staff capacity to perform the required services in the time required; selecting WSP USA for the assignment.

The proposed project design includes approximately 3.5 miles of 24 inch transmission waterline along Kenworthy Road from Germann Road to one-half mile south of Chandler Heights Road, 1 mile of 24 inch transmission waterline along Germann Road from Kenworthy Road to Schnepf Road, and 1 mile of 24 inch transmission waterline within the Home Place development approximately one-half mile south of the Chandler Heights Road alignment from wells along Schnepf Road to a new proposed storage reservoir along Kenworthy Road.

The proposed funding authorization includes a 25 percent contingency amount. This amount is larger than typically used but is determined necessary. The proposed route has a large number of potential utility conflicts and crossing licenses that could be discovered and may require additional services once identified. Some of the utilities being crossed assess fees for review, design of conflict resolution and the granted license. Staff identified several crossings from surface visual observation but additional investigation in the early stage of design is expected to uncover more.

Fiscal Impact:

The cost of the water lines will be recorded under three CIP projects. The FY 2022/23 CIP budget includes funding for the Home Place Water Transmission Line (CIP Project No. WA294). A budget adjustment of \$1,106,490 from FY 2022/23 CIP Contingency is needed to cover the design services costs for the Kenworthy Road Water Transmission Line (CIP Project No. WA262) and the Germann Road Transmission Line (CIP Project No. WA031). The following table summarizes the requested budget adjustment.

Project Name	Town of Queen Creek Project Number	FY 2022/23 CIP Budget Available	Design Services Contract Amount	FY 2022/23 CIP Budget Adjustments
Home Place Water Transmission Line	WA294	\$2,656,957	\$266,915	N/A
Kenworthy Road Water Transmission Line	WA262		\$839,575	\$839,575
Germann Road Transmission Line	WA031		\$266,915	\$266,915
			\$1,373,405	\$1,106,490

The funding source is reimbursement from the ARPA funding from Pinal County.

Alternatives:

1. The Town Council may decide to not approve the recommended project order with WSP USA at this time. The impact of this decision would be a delay in design threatening the construction deadlines included in the ARPA funding. If the ARPA funding is not utilized for this project, the proposed facilities will then need to be constructed solely with Town resources.
2. The Town Council may decide to fund portions of the proposed transmission system to ultimately utilize a portion of the available ARPA funds rather than all of the available funds. Council could direct staff to revise the project scope accordingly and return with a different

authorization request. The impact of this decision would be that the proposed waterline work ultimately selected runs the risk of not meeting the construction initiation requirements and the ARPA funding could not be available to pay for the facilities authorized. Any remaining proposed facilities will then likely need to be constructed solely with Town resources.

3. The Town Council may decide to not move forward with the project at all. As a result, the Town's water system would be unable to deliver the necessary water to the northeastern service area.

Attachment(s):

1. [WA262,WA294 and WA031 Project Site Exhibit](#)
2. [WSP Environmental and Infrastructure Inc. Project Order #1](#)

Project Site Exhibit



GERMANN

Project G

SCHNEPF

Legend



Tank Site



Well Sites



Water_Line



Pit/Wash Property

PIMA

	Project	
A	3.5 Miles 24" Transmission Line on Kenworthy Road to State Land	
B	1 Mile 24" Transmission Line in Home Place From Wells to Storage Tank	
C	3 Million Gallon Storage Tank and Booster Site	Not Included
D	Gravel Pit Purchase	Not Included
E	Recharge Improvements	Not Included
F	2 Wells and Booster Sites	Not Included
G	1 Mile 24" Transmission Line on Germann from Kenworthy to Schnepf	

Project A

OCOTILLO

KENWORTHY

SHERRY

Wash Property

Project D & E

Pit Prop

Project C

Project B

Project F



PROJECT TASK ORDER FORM
TOWN OF QUEEN CREEK,
an Arizona municipal corporation ("TOWN")

PROFESSIONAL PROJECT TASK ORDER
Kenworthy Road Water Line

Project Task Order No. 01
Contract No. 2023-004
Project No. WA262, WA294 & WA031

THIS PROJECT ORDER is made and entered into on the ____ day of April, 2023 by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation, hereinafter called ("TOWN") and the "CONSULTANT" designated below. This Project Task Order is entered in to pursuant to and incorporates herein the terms and provisions of the CONSULTANT Contract No. 2023-004, dated January 5, 2023 between TOWN and CONSULTANT ("Contract"). Upon full execution of this Project Task Order, the Project Task Order, together with the Project Task Order Contract (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the professional services specified herein ("Services").

TOWN and CONSULTANT agree as follows:

TOWN: **Town of Queen Creek**
Project Manager: Kris Baizel
Telephone: (480) 358-3484
E-mail: kristafer.baizel@queencreekaz.gov

DESIGN PROFESSIONAL: **WSP Environmental and Infrastructure Inc.**
1105 Lakewood Parkway, Suite 300
Alpharetta, GA 30009
Arizona Registration No. 278767
Design Professional Representative: Tim LeClair, PE
Telephone: (602) 733-6000
E-mail: timothy.leclair@wsp.com

PROJECT DESCRIPTION: This Project Task Order #01 is for design services associated with the design for a new water line from Kenworthy Road that extends from wells located around Schnepf Road and Laredo Ranch Drive to the intersection of Germann Road and Schepf Road.

The Project is scheduled to commence on notice to proceed and be completed no later than the agreed upon schedule to be submitted by the Consultant.

PROJECT SITE ADDRESS/LOCATION: The Project for this Project Task Order # 01 is located at Kenworthy Road, Germann Road, and Home Place Development located in Queen Creek.

PROJECT TASK ORDER PRICE (Not to Exceed): \$1,098,723.31

1. **N/A Fixed Price:** All-inclusive in the above Project Task Order Price; or



2. **N/A Fee plus Costs:** The Project Order Task Fee is in the amount of \$_____ to be paid in installments based upon monthly progress reports and detailed invoices submitted by _____ in such form as approved by TOWN, to be paid subject to the following limitations:

a. Documentation of Monthly Progress

- i. Prior to approval of the preliminary documentation (or ___% of plans), the billed amount shall not exceed ___% of the total Contract Price.
- ii. Prior to approval of the final documentation (or ___% of plans) deliverable, the billed amount shall not exceed ___% of the total Contract Amount.
- iii. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed ___% of the total Contract Amount prior to submittal of the final report deliverables.

b. Reimbursable Costs: (Reimbursable costs are at state per diem rates for all travel, lodging, and incidentals.)

- i. The Project Task Order Reimbursable Cost is in the amount of \$_____ to be paid based upon monthly progress reports and detailed invoices submitted by _____ in such form as approved by TOWN

c. Other:

- i. Subcontractor Mark Up will be paid in the following manner: _____.
- ii. Unique Insurance and/or Bond Requirements: _____.
- iii. Unique Compliance with Government Provisions: _____.

SCOPE OF SERVICES, DELIVERABLES, AND PROJECT SCHEDULE/DURATION: Attached Exhibit A

UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY) (Article 11): Attached Exhibit B.

PROJECT SPECIFIC CONDITIONS (IF ANY): Attached Exhibit C.

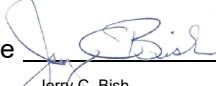


IN WITNESS, WHEREOF, the parties hereto have executed this Project Order through their duly authorized representatives and bind their respective entities as of the effective date.

“TOWN”

Signature _____
Name _____
Title _____

“DESIGN PROFESSIONAL”

Signature 
Name Jerry C. Bish
Title Vice President, Local Business Leader

ATTEST:

Signature _____
Name _____
Title _____



PROJECT TASK ORDER # 01

EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE

SCOPE OF WORK AND PROJECT SCHEDULE DATED MARCH 31, 2023



PROJECT TASK ORDER # 01

EXHIBIT B - UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)

Design Professional shall secure and maintain, at his or her own expense, until completion of the contract, insurance coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this Contract.

a. The Design Professional shall secure and maintain during the life of this Contract, the insurance coverage set forth which shall include statutory Workers' Compensation, comprehensive general and automobile liability, Design Professional's liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000.00) combined single limit. The Design Professional's general liability limits shall be no less than one million dollars (\$1,000,000.00) for each occurrence and one million dollars (\$1,000,000.00) policy aggregate. The minimum amounts of coverage for Design Professional's professional liability shall be one million dollars (\$1,000,000.00). The Town (and to the fullest extent permitted by law, its council members, agents, representatives, officers, officials and employees) shall be named as an additional insured on all policies except errors and omissions professional liability and Workers' Compensation. All insurance coverage shall be written through carriers licensed in Arizona, or on an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A or better through Lloyd's of London. Should coverage be written on a claims-made basis, the Design Professional shall provide, prior to commencement of any work, an initial certificate of insurance evidencing required coverage limits from date of contract execution through date of policy expiration. Subsequently, a certificate of insurance or a renewal quotation accompanied by evidence of premium payment shall be presented a minimum of thirty (30) days prior to date of expiration of current certificate. Such certificate or evidence of continuous coverage shall be provided on a periodic basis for a minimum of two (2) years after completion of contract, and shall contain a certification that the claims period for such insurance is retroactive to the effective date of this Contract. In the event the Design Professional fails to provide such certificate of coverage retroactive to the beginning date of this Contract, the Town may, but shall not be required to, purchase insurance, if available, to protect itself against any losses which would have been covered by the errors and omissions policy Design Professional is required to maintain under this Article. If the Town elects to purchase the insurance under this provision, Design Professional shall be liable to the Town for all costs incurred by the Town for purchasing such insurance.

b. The Design Professional shall submit to the Town a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. Insurance evidenced by the certificate shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer. The amount of any errors and omissions deductible shall be stated on the face of the certificate. The Contract Administrator may require the Design Professional to furnish a financial statement establishing the ability of Design Professional to fund the deductible. If in the sole judgment of the Contract Administrator the financial statement does not establish the Design Professional's ability to fund the deductible, and no other provisions acceptable to the Contract Administrator are made to assure funding of the deductible, the Contract Administrator may, in his/her sole discretion, terminate this Contract and the Town will have no further obligation to the Design Professional.

c. Additional Insurance Requirements: The Design Professional is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract subject to at least 30 days written notice. The Design Professional shall require any and all subconsultants and/or subcontractors to maintain insurance as required herein naming Town and Design Professional as "Additional Insured" on



all insurance policies, except errors and omissions professional liability and Workers' Compensation, and this shall be reflected on the Certificate of Insurance. The Design Professional's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Design Professional shall not be limited to the liability assumed under the Indemnification provision of this Contract. The Town reserves the right to require complete copies of all insurance policies required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, constitutes a material breach of this Contract.



PROJECT TASK ORDER # 01

EXHIBIT C

PROJECT SPECIFIC CONDITIONS (IF ANY)

N/A



TOWN OF QUEEN CREEK

Proposal for Kenworthy Road Water Line

WSP Proposal No. PW23-03-02

March 31, 2023

Tim LeClair, PE

Water/Wastewater Senior Project Manager

Office: +1 (602) 733-6000

Email: timothy.leclair@wsp.com

4600 East Washington Street, Suite 600

Phoenix, Arizona 85034



March 31, 2023

WSP Proposal No.: PW23-03-02R2

WSP USA Environment & Infrastructure Inc.
4600 East Washington Street, Suite 600
Phoenix, Arizona 85034
T: (602) 733-6000
F: (602) 733-6100
www.wsp.com

Town of Queen Creek
19715 S 220th St
Queen Creek, Arizona 85142

RE: Kenworthy Road Water Line Proposal

Dear Mr. Novacek:

WSP USA Environment & Infrastructure Inc. (WSP) is pleased to present our scope of work and fee proposal for providing design services associated with the design for a new water line from wells located around Schnepf Road and Laredo Ranch Drive to Kenworthy Road then north to Germann Road and east to Schnepf Road. This Project includes approximately 5.5 miles of 24-inch water transmission main line. The line will be fed from wells located along Schnepf Road and will be connected to certain distribution lines along its routes at major intersections. This proposal is for the mentioned line and includes survey, utility locating, design engineering services, permitting services, limited construction services, post-construction services, and allowances for potholing, easements, and permitting fees. Please contact Mr. LeClair at (602) 733-6000 or at timothy.leclair@wsp.com with any comments or questions.

We look forward to the opportunity to working with the Town of Queen Creek on this Project.

Respectfully submitted,

WSP USA Environment & Infrastructure Inc.

Reviewed by:

Tim LeClair, PE
Water/Wastewater Senior Project Manager

Jerry Bish, PE
Water/Wastewater Practice Leader

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Kenworthy Road Water Line

1 PROJECT BACKGROUND

The Town of Queen Creek (Town) has asked WSP USA Environment & Infrastructure Inc (WSP) to provide engineering services to design approximately 29,000 linear feet of a 24-inch water transmission main line in Kenworthy Road that extends from wells located around Schnepf Road and Laredo Ranch Drive to the intersection of Germann Road and Schnepf Road. The transmission line will connect to existing distribution lines at major intersections along the route with hydrants placed at intervals determined later to allow for water to be drained from the line. Butterfly valves will be used with manholes and covers that will allow access to the actuators. A blow off hydrant will be included at the end of the line at the intersection of Germann Road and Schnepf Road. WSP will identify and prioritize various approvals needed early in the design process to try and minimize any delays stemming from these processes.

This Scope and Fee Proposal is based on the conversation between the Town and WSP staff on March 23, 2023. Our services include utility investigations, survey, design, permitting, and limited construction services for this linear Project. This scope also includes a potholing allowance to identify the depth and location of utilities within the proposed alignment and an easement allowance.

No above-ground facilities or booster stations are included in this proposal.

The overall project will be broken up into three subprojects as follows:

- Project A – Kenworthy Road Transmission Line: Approximately 3.5 miles of a 24” water line in Kenworthy Road.
- Project B – Homes Place Transmission Line: Approximately 1 mile of a 24” water line within the Home Place development from Schnepf Road west to a planned storage tank.
- Project G – Germann Road Transmission Line: Approximately 1 mile of a 24” water line in Germann Road.

The scope of work for all three sub projects are the same and described below.

2 DETAILED TASK DESCRIPTIONS

These descriptions follow the format and numbering of the WSP scope of services.

2.1 TASK 1 – PROJECT MANAGEMENT

WSP will provide overall Project Management for the Project Team under Task 1 – Project Management. The specific tasks under Task 1 include the following:

2.1.1 TASK 1100 – PROJECT MANAGEMENT

Under this task, WSP will monitor and track the Project budget and progress for the Project Design Team to meet deadlines and the Project budget is not exceeded. WSP will coordinate with other entities including utilities, private developments, and Pinal County. WSP will keep the Town’s representative informed as needed via phone and email and will prepare monthly consolidated invoices for submittal to the Town. WSP will also monitor progress and coordinate the activities being performed by all WSP subconsultants associated with the Project and will:

- ▶ Provide information on Project issues
- ▶ Review and coordinate work products
- ▶ Integrate the work products between the disciplines
- ▶ Mitigate design issues which may arise
- ▶ Monitor subconsultant budgets and schedules
- ▶ Coordinate with other ongoing Town design projects

2.1.2 TASK 1200 – PROJECT DESIGN MEETINGS

This task will consist of organizing, attending, and conducting Project meetings. Bi-weekly design update meetings will be held with the Town. These meetings will mostly be held online with an occasional meeting in person. Design Review Meetings after the preliminary alignment, 30%, 60%, and 90% submittals will be held with the Town in person. WSP will provide agendas and meeting notes for each meeting. Additional meetings with the Town will be held on-line as needed. Site visits and field investigations will be scheduled around these Project meetings or vice versa whenever possible. In addition, there will be regular internal Project Design Team coordination meetings in WSP's office as necessary to execute the design.

Design Review Meetings

The purpose of these meetings is to present the preliminary alignment, 30%, 60%, and 90% design to the Town and discuss key issues and operational needs, it will also include a review of agency and private development coordination, and regulatory agency (Maricopa County Environmental Services Department) requirements with the Town. This meeting is intended to review the design submittal and to discuss equipment, material, and configuration preferences of the Town's staff and to request decisions regarding value-engineering options. Subsequent submittals of design documents will address the comments received during these Design Review Meetings.

2.2 TASK 2 – BACKGROUND, INVESTIGATIONS, AND PRELIMINARY SERVICES

2.2.1 TASK 2100 – SURVEY

WSP will utilize the services of a registered land surveyor to provide the necessary analysis and field survey within the right-of-way (ROW) for the length of the Project.

Any survey information in the Town's records for the selected alignment will be made available to the engineer/surveyor. This survey will be conducted using standard survey methods and technologies. Global Positioning System (GPS) horizontal Project data will be collected in Arizona State Plane Coordinate System North American Datum (NAD) 83 Central Zone. North American Vertical Datum (NAVD) 88 will be used for vertical data.

The survey includes the following components:

- ▶ Coordination and Project calculations
- ▶ Existing benchmarks will be located and used in establishing horizontal and vertical control
- ▶ Survey will extend to extents of ROW plus 25' or as a minimum a 150-foot wide corridor in areas outside of established ROW
- ▶ Utility features such as valve boxes, manholes, and risers will be located, and elevation data collected for below grade features
- ▶ Valve boxes will be opened, and top of valve nuts surveyed. If valve boxes have debris caps, then debris cap will be removed to survey the top of nut and caps reinstalled
- ▶ Manhole covers for both sanitary and storm drains will be removed, and interior of the manhole surveyed – survey will include inverts of pipes including top pipes for drop manholes. Directions of all connecting pipes need to be noted in survey notes or documented
- ▶ Utility mapping will be incorporated into the survey base files and rectified to match surveyed locations. Including visible Blue Stake markings
- ▶ Digital terrain model will be developed with 1-foot contours
- ▶ ROW limits and property ownership at the ROW will be identified and shown
- ▶ Property lines and property addresses will be identified
- ▶ Download data and data processing
- ▶ Drafting and compilation
- ▶ Deliverable will be AutoCAD 2018 Civil 3D base file or saved to an older version as requested
- ▶ Georeferenced ortho-rectified aerial image

The survey does not include the identification of property lines, easements, or any information that would be obtained by a title or deed search.

2.2.2 TASK 2200 – UTILITY INVESTIGATION

Under this task, WSP will work with the local utilities to identify the existing utilities in the public ROW. WSP will call in a design level Blue Stake/AZ811 for the Project area, and follow-up and coordinate with the individual utilities to acquire any record documents showing the utilities in the Project area. An emphasis will be placed on obtaining accurate information on their existing storm and sewer lines as they may have the most impact on the depth of the water lines. Above-ground features, information from utility record drawings, and Blue Stake/AZ811 markings that are picked up during the survey effort will all be included in the Design Drawings.

2.2.3 TASK 2300 – PRELIMINARY LAYOUT

With the findings from the utility investigations, WSP will prepare a preliminary layout of the water line for the Town’s review. The layout will be utilized to identify the pothole locations along the alignment. Once the Town approves this high-level, plan view of the preliminary layout, field investigations will be initialized for the potholing efforts. Once the alignment is discussed with the Town and agreed upon, WSP will produce a document showing the alignment to start the approval process necessary for proposed crossings.

As part of this task, WSP will identify any major potential schedule or design issues. These issues could be related to schedule, design related potential problems, regulatory issues, or other agency reviews. These issues will be discussed at the preliminary layout design review meeting to determine the best course of action moving forward with the Project. Breaking the Project into separate design sets, prioritizing certain segments of the alignment to be able to submit for required reviews faster, or altering the alignment are a few examples that could result from the discussions.

2.2.4 TASK 2400 – UTILITY LOCATE

WSP will utilize the services of SafeSite to perform a quality Level B subsurface utility investigation and utility mapping services for the entire 5.5-mile length of the ROW corridor. The mapping of utilities will be completed using electromagnetic locating which can typically horizontally locate utilities within a few inches but may be up to 12 inches if there are multiple utilities close together or if they are deep. This will not determine depth, but the main concern is the horizontal alignment which is why this method is proposed for the preliminary alignment phase. WSP has included time to have a representative in the field with SafeSite during this investigative work.

2.2.5 TASK 2500 – GEOTECHNICAL INVESTIGATION

This task will include geotechnical engineering services to evaluate the surface and subsurface soil conditions along the pipeline alignment. The borings will be equally spaced along the length of the water line alignment. This scope of work includes:

- ▶ 50 borings to a depth of 15 feet in the vicinity of the new water transmission main
- ▶ Geotechnical engineering analysis and reporting

Prior to performing the subsurface exploration program, WSP will contact Arizona 811 to locate buried public utilities at the boring locations.

Borings will be drilled to the proposed depth unless refusal is encountered. If refusal is encountered, the borings will be advanced by other exploration methods where the information is required to meet the purposes of this Project.

During the drilling, representative samples will be taken for laboratory testing. The borings will be advanced with truck-mounted drilling equipment using continuous flight augers.

A WSP field engineer or geologist will supervise the field investigation, observe drilling activities, prepare boring logs in general accordance with ASTM and WSP standards, and package/label recovered soil samples. Standard penetration testing (SPT) will generally be performed at 5-foot intervals within the borings. Representative samples of drill cuttings will be obtained from the

near-surface portions of the borings. Upon completion, borings will be backfilled with drill cuttings. Excess drill cuttings will be spread thin in the area surrounding the borings.

A geotechnical engineer will review the samples and field logs and assign the laboratory tests. The actual laboratory tests performed will depend on the soil conditions encountered.

Using the exploration and test data, the geotechnical subconsultant will perform the engineering analysis and will prepare a report that will include the following information:

- ▶ A site plan showing the boring locations;
- ▶ Logs of the test borings along with a description of the procedures and equipment used in the drilling program;
- ▶ Results of laboratory tests and a description of test methods;
- ▶ A description of the geotechnical profile and groundwater conditions (if any) encountered at the Project site;
- ▶ A discussion of the geotechnical profile as it relates to the proposed construction;
- ▶ Temporary and permanent cut slope design recommendations and assessment of slope stability of excavation, as necessary;
- ▶ Soil conditions requiring consideration in the design of the water line, including corrosivity of the soils; and
- ▶ Earthwork recommendations.

An electronic copy of the report will be provided to the Town.

2.3 TASK 3 – 30% DESIGN

The 30% design tasks will include the preparation of the 30% design documents based on the comments received on the preliminary layout review meeting and utility mapping. Based on the preliminary alignment, up to 50 pothole locations will be identified and performed. The design documents will include the draft Basis of Design Report and 30% level Design Drawings. The Town will provide locations and sizing for any connections to the water transmission as well as spacing requirements for fire hydrants and/or blow off hydrants. A table of contents for the proposed technical specifications will be provided with this submittal. WSP will provide one copy of the drawings, specifications, and Design Report and one electronic copy in pdf format if requested.

2.3.1 TASKS 3100 – DESIGN DRAWINGS

WSP will prepare the 30% Design Drawings for review and comment by the Town. There will be a set of water Design Drawings. Drawings will be set up for 24"x36" printing. The border will be set up for a 22"x34" so that when drawings are printed at 11"x17" they will be at half scale. The tentative list of drawings to be included is as follows:

- ▶ General Drawings (five sheets) – cover sheet, abbreviations, legend, index, maps, notes, and quantities summary table
- ▶ Pipeline Drawings (75 sheets) – horizontal alignment of the water line along with a ground surface profile
- ▶ Typical Details (two sheets)

Drawings will be at 1:20 scale horizontally and 1:5 scale vertically.

2.3.2 TASK 3200 – SPECIFICATIONS

WSP will provide a table of contents for the proposed technical specifications for the project. The Town will provide the upfront Contract and General Requirements Specifications to be included in the full design package provided to the contractor(s).

2.3.3 TASKS 3300 – DESIGN REPORT

WSP will prepare a Preliminary Design Report that will be submitted to the Town for review. Any review comments will be incorporated into the next draft of the Design Report. The Design Report will meet the requirements of the Maricopa County of Environmental Services for a water line design.

2.3.4 TASKS 3300 – POTHOLING

WSP will utilize SafeSite to perform the potholing services. A potholing allowance is included in this proposal for up to 50 potholes, with half assumed to be in pavement. The Quality Level A test holes will be up to eight feet deep (unless noted otherwise) and the lateral belling of the hole to three feet wide. Potholes in pavement will be repaired with a reinstatement method per Maricopa Association of Governments (MAG) Specification 212-B. WSP has included time to have a representative in the field during this investigative work. All potholes will be backfilled with ½ sack CLSM slurry. A final proposal from SafeSite will be obtained once the number and locations of the potholes have been identified.

2.4 TASK 4 – 60% DESIGN

The 60% design tasks will update the 30% design documents to a 60% level. The 60% design submittal will include the Design Drawings, draft technical specifications, and Design Report. WSP will provide one copy of the drawings, specifications, and Design Report and one electronic copy in pdf format if requested.

2.4.1 TASKS 4100 – DESIGN DRAWINGS

WSP will prepare the 60% Design Drawings for review and comment by the Town. There will be a set of water Design Drawings. The tentative list of drawings to be included is as follows:

- ▶ General Drawings (five sheets) – cover sheet, abbreviations, legend, index, maps, notes, and quantities summary table
- ▶ Pipeline Drawings (75 sheets) – horizontal alignment and vertical alignment of the water line along with a ground surface profile
- ▶ Typical Details (two sheets)

Drawings will be at 1:20 scale horizontally and 1:5 scale vertically.

2.4.2 TASK 4200 – SPECIFICATIONS

WSP will provide draft technical specifications with this submittal. The specifications are anticipated to be about 90% complete for this submittal. The Town will provide the upfront Contract and General Requirements Specifications to be included in the full design package provided to the contractor(s).

2.4.3 TASKS 4200– DESIGN REPORT

WSP will update the Preliminary Design Report that will be submitted to the Town for review. Any review comments will be incorporated during the next phase of the Project. The Design Report will meet the requirements of the Maricopa County Environmental Services for a water line design.

2.5 TASK 5 – 90% DESIGN

The 90% design tasks will update the 60% design documents to a 90% level. The 90% design submittal will include the Design Drawings with on plan specifications, and Design Report. WSP will provide up to three copies of the design documents and one electronic copy in pdf format if requested. After review by the Town, these drawings will be sealed and signed by a professional engineer in the State of Arizona so that they can be submitted to the regulatory agencies for review and approval.

2.5.1 TASKS 5100 – DESIGN DRAWINGS

Based on the 60% design documents and the Town’s review comments, WSP will bring the 60% Design Drawings up to a 90% design level. The 90% design will include the construction details and information necessary for the complete installation of the water line by a contractor. Details typically included in the 90% submittal are the pavement restoration details, connection details, and trench details.

2.5.2 TASK 5200 – SPECIFICATIONS

WSP will update the technical specifications per the review comments received during the 60% review and also any changes required to the specifications due to design changes during this task. The Town will provide the upfront Contract and General Requirements Specifications to be included in the full design package provided to the contractor(s).

2.5.3 TASK 5300 – DESIGN REPORT

WSP will prepare 90% Design Report for Project that will incorporate comments from the 60% review. The 90% Design Report will be submitted to the Town for review.

2.6 TASK 6 – FINAL DESIGN DOCUMENTS

WSP will prepare a set of Final Design Documents for submittal to the Town based on review comments from the 90% review meeting and any regulatory review comments. The design documents will be sealed and signed by a professional engineer in the State of Arizona. This submittal may be included into the Town’s construction bid documents. WSP will provide up to three copies of the drawings and specifications and one electronic copy in pdf format if requested.

2.6.1 TASKS 6100 – DESIGN DRAWINGS

Based on the 90% design documents and the Town’s and regulatory review comments, WSP will prepare Final Design Drawings as part of this task.

2.6.2 TASK 6200 – SPECIFICATIONS

WSP will update the technical specifications as needed per design review comments, permitting reviews, or design updates. The Town will provide the upfront Contract and General Requirements Specifications to be included in the full design package provided to the contractor(s).

2.6.3 TASK 6300 – DESIGN REPORT

Based on the 90% design documents and the Town’s and regulatory review comments, WSP will prepare the Final Design Report as part of this task.

2.7 TASK 7 – PERMITTING AND AGENCY COORDINATION

WSP will coordinate with other entities throughout the design and construction as needed. An anticipated list of agencies that WSP will need to coordinate with include:

- Maricopa County Environmental Services Department (MCESD)
- Queen Creek Irrigation District (QCID)
- New Magma Irrigation & Drainage District (NMIDD)
- United States Bureau of Reclamation (USBOR)
- George Cairo Engineering (GCE)
- Town of Gilbert (Gilbert)
- Arizona State Land Department
- Pinal County
- Current private development projects in the area

WSP will submit drawings to utilities and agencies that may be impacted by the new pipeline installation so that an official conflict review can be completed. The conflict review summary will be documented on the drawings. Items noted by the utilities or agencies will be addressed and if needed accommodated in the design.

2.7.1 TASK 7100 –MCESD APPROVAL TO CONSTRUCT (ATC) PERMITTING

WSP will identify and analyze requirements of MCESD pertaining to design requirements for the water lines. WSP will obtain an ATC for this Project from MCESD. The base fee included for this task assume the entire Project will be submitted as one Project and one submittal. An allowance is included if the Project gets broken up into separate phases, see Section **Error! Reference source not found.** below. The ATC application permit fee(s) are included in the allowance.

2.7.2 TASK 7200 – QCID, NMIDD, USBOR, AND GCE COORDINATION

QCID has known irrigation lines in the area of the proposed alignment. NMIDD may have infrastructure in the area and WSP will coordinate with them as need to identify anything in the area and as needed if they do have infrastructure in the project area. WSP will identify areas and coordinate with GCE as needed to provide the proper documentation and meet the requirements set forth by the USBOR for obtaining licensing to cross any USBOR easements necessary for the design of the water line. An allowance has been included in this proposal to pay for the application fees and GCE fees as needed, see Section 2.10.2 and 2.10.3.

2.7.3 TASK 7300 –GILBERT COORDINATION

A Gilbert water line from the Central Arizona Project (CAP) canal is in the vicinity of the anticipated alignment. WSP will coordinate with Gilbert as needed during the development of the design to alleviate any issues with potential crossings of the line. This task assumes there are no submittals or reviews required by Gilbert and does not include any costs, but an allowance is provided in case this task requires a fee payment, see Section 2.10.6.

2.7.4 TASK 7400 – ARIZONA STATE LAND DEPARTMENT

The land along the north site of Germann is owned by the Arizona State Land Department. Coordination with the State Land Department will be required, and an easement may be needed. This task includes only the coordination with State Land Department. An allowance is provided if an easement is needed, see Section **Error! Reference source not found.** for details.

2.7.5 TASK 7500 – PINAL COUNTY COORDINATION

There are two other known projects in the area of the anticipated alignment that are being run by Pinal County. A ROW permit will be required for the Project that will need to be obtained through Pinal County. This task includes effort by WSP to coordinate with Pinal County with their ongoing projects and apply for the ROW permit. This task just includes labor. An allowance is included for permit fees or additional coordination with Pinal County, see Section 2.10.3 for additional details.

2.7.6 TASK 7600 – COORDINATION WITH PRIVATE DEVELOPMENTS

WSP will coordinate with the other engineering firms that are doing projects in the area for Pinal County. WSP will coordinate with them on a regular basis to alleviate conflicts between the respective designs. This task includes periodic brief meetings and exchange of Design Drawings.

2.8 TASK 8 – CONSTRUCTION AND POST-CONSTRUCTION ENGINEERING SERVICES

WSP will provide limited construction services and post-construction engineering services to assist the Town in obtaining Approval of Construction for the water line Project. This task includes minimal construction inspection services and no testing services or start up assistance.

2.8.1 TASKS 8100 – SUBMITTAL REVIEWS, REQUEST FOR INFORMATION, AND FIELD DIRECTIVES

Submittals are required to verify materials and equipment comply with the drawings and specifications. WSP will review the required submittals and mark them Approved, Approved as Noted, or Revise and Resubmit. This task includes up to two reviews of each submittal if necessary.

WSP will communicate with the contractor to clarify the intent of the design documents, respond to formal Requests for Information (RFI) and assist in resolving issues that may come up during the construction. As part of this task WSP will keep detailed records of design clarifications, RFI's, and construction issues to provide post-construction documentation to the Town.

Contractor RFI's include interpretations and clarifications of design intent. The RFI process allows the owner, engineer, and contractor to communicate the design and contract requirements with minimal cost impacts. Issue resolution will encompass

assisting the contractor and Town with unforeseen problems as they may occur and, if necessary, providing written recommendations for solutions or alternatives. WSP will be responsible for assisting in the resolution of these issues, but the task does not include additional engineering work for Contractor- or Town-requested changes.

WSP will assist the Town with field directives including reviewing proposed changes either by the Town or the contractor. WSP will provide updated drawings as needed to document the field directive if needed.

2.8.2 TASKS 8200– RECORD DRAWINGS

WSP will prepare record drawings based on redlines provided to WSP by the contractor and/or Town. A disclaimer will be added to the record drawings that WSP prepared the drawings based on information provided to the engineer by the construction contractor and the engineer does not warrant these drawings to be complete and accurate in all respects.

2.8.3 TASKS 8300– SITE VISITS AND INSPECTIONS

This task includes time for WSP to visit the site for inspections or to investigate items that may come up during construction. Periodic inspections and witnessing of some tests will be required by WSP to sign the Engineer’s Certificate of Completion necessary for the Approval of Construction by MCESD.

2.8.4 TASK 8400 – WEEKLY CONSTRUCTION MEETINGS

WSP will attend weekly construction meetings. It is assumed the Town will lead these meetings and the Contractor will provide the agenda and meeting notes. It is anticipated that WSP will attend the majority of these meetings in person. If for some reason WSP can’t attend in person, we will join via a Zoom call setup by the Town or contractor.

2.8.5 TASK 8500 – MCESD APPROVAL OF CONSTRUCTION (AOC) APPLICATION ASSISTANCE

WSP will assist the Town in preparing the AOC application for the water line. WSP will fill out the application and organize the information needed to submit with the application including as-built drawings, testing information, and test results. The Town will need to provide WSP the required testing results to include in the application. The Engineer’s Certificate of Completion (ECOC) certifies that the Project was completed in compliance with the approved plans and specifications. WSP is not able to sign off on the ECOC unless we are involved during the construction including reviewing submittals, witnessing tests, and periodic inspections of the work.

2.9 OTHER DIRECT COSTS (ODC)

ODC’s associated with this proposal include survey subconsultant, drilling subcontractor, utility locating and potholing subcontractor, and mileage charges. Markups on subs and ODC’s are not allowed.

2.9.1 SURVEY

WSP will have a subconsultant perform the survey work. It is anticipated that Survey Innovation Group (SIG) or RLF Consulting will be performing this work.

2.9.2 GEOTECH DRILLING SUB

WSP will contract with a qualified drilling contractor to provide the drilling of the Geotech investigative borings.

2.9.3 UTILITY LOCATING AND POTHOLING

This proposal is assuming locating services will be provided for the entire 5.5-mile ROW corridor and 50 potholes completed. WSP anticipates using SafeSite for both of these tasks. The cost of the utility locating and mapping services is \$28,500. The costs for 50 potholes, assuming 25 are in pavement, permitting fees, traffic control and survey services is estimated at \$65,000. A final proposal will be obtained from SafeSite after the number and location of potholes have been finalized. WSP will provide the final proposal for these services to the Town for review.

2.9.4 MCESD ATC PERMITTING FEE

WSP will pay the \$1,200 expedited permitting fee to MCESD for each of the three subprojects.

2.9.5 MILEAGE FOR MEETINGS AND SITE VISITS

This ODC covers the costs for the mileage driven to and from meetings and field visits. WSP is estimating 50 trips throughout the duration of the Project including Design Review Meetings, field investigation services, and periodic construction site visits. The assumed distance per meeting or site visit is 35 miles from the WSP office or 70 miles round trip. The IRS mileage rate will be used for actual billing.

2.10 ALLOWANCES

WSP is providing allowances in this proposal to account for some possible scenarios that may be encountered during the course of the Project. This allows for a smoother process to obtain approval to proceed with out-of-scope work. If these allowances are needed, WSP will inform the Town and provide a brief written summary of the scope and fee. The Town will need to authorize this work prior to WSP starting the effort.

2.10.1 EASEMENTS

This allowance will be utilized if easements will be required based on the final alignment of the water line. WSP and their survey subconsultant will assist the Town with obtaining easements by developing the necessary legal descriptions and exhibits required for the easements. An allowance of \$15,000 is included in this proposal.

2.10.2 QCID, NMIDD, USBOR, AND GCE COORDINATION AND FEES

An allowance of \$65,000 is included to pay fees associated with obtaining approval to encroach the USBOR ROW for the crossing of QCID and/or NMIDD infrastructure. Initial application fees will need to be paid to GCE, USBOR, and QCID/NMIDD. GCE will also require fees during construction for monitoring the construction while the contractor is in the USBOR ROW. Invoices from the above will be submitted with the WSP monthly invoice as backup.

2.10.3 PINAL COUNTY

This allowance will be utilized for the Pinal County ROW application fees or any coordination related to other County projects in the area. The total allowance included in this proposal is \$10,000.

2.10.4 PRIVATE DEVELOPMENT COORDINATION

This allowance will be utilized if there are additional private development projects not mentioned above that require coordination for the project design. The total allowance included in this proposal is \$20,000.

2.10.5 GILBERT

This allowance will be utilized if there are permits or submittals required to be submitted to the Town of Gilbert. This allowance would include fees and effort related to preparation and submission to Gilbert. The total allowance included in this proposal is \$10,000.

2.10.6 SEPARATING THE DESIGN DOCUMENTS

This allowance will be utilized if the Project gets broken up into more than one set of design documents. The estimated effort is \$7,500 per separate phase which includes effort to produce multiple design reports and reproduce relevant drawings. This estimated amount assumes the decision is made prior to the 30% design submittal. Additional effort will be needed if the decision is made after the 30% submittal. The total allowance included in this proposal is \$22,500.

2.10.7 STATE LAND DEPARTMENT

WSP and their survey subconsultant will assist the Town with obtaining easements from the Arizona State Land Department for the water line along the north side of Germann Road. The allowance is included in this proposal to develop the necessary legal descriptions and exhibits required for an easement. The total allowance included in this proposal is \$15,000.

3 SCHEDULE

Based on the scope and fee in this proposal, WSP proposes to complete the work based on the following schedule. This schedule assumes that review meetings will be held within two weeks of the submittal date. The Final Design Documents will be based on the timeframe for the MCESD permitting process which is estimated at four weeks in the schedule below.

Table 1: Kenworthy Transmission Main Water Line Schedule

Milestones	Milestone Due Date
Notice to Proceed	
Survey Complete	NTP + 6 Weeks
Preliminary Alignment	NTP + 6 Weeks
Preliminary Review Meeting	NTP + 8 Weeks
30% Submittal	NTP + 16 Weeks
30% Client Review Meeting	NTP + 18 Weeks
60% Submittal	NTP + 26 Weeks
60% Client Review Meeting	NTP + 28 Weeks
90% Submittal	NTP + 36 Weeks
90% Client Review Meeting	NTP + 38 Weeks
MCESD ATC Application	NTP + 40 Weeks
Final Design Documents	NTP + 44 Weeks

4 FEE PROPOSAL

Based on the scope and schedule outlined above, WSP proposes to complete the Project work, including direct costs, for a total lump sum contract with allowances for a total amount of \$1,098,723.31. The fee table in Attachment A is provided for informational purposes only and is not intended to be a basis of the contract or billing structure. Team member rate abbreviations include Principal (PRIN), Senior Project Manager (SPM), Professional Engineer (PE), Engineer-in-Training (EIT), Technician (TECH), Senior Computer-Aided Designer (SCAD), and Administrative (ADM). Contract will be per the Contract for On-Call Professional Services –Water & Wastewater Distribution, (Contract Number 2023-004), dated January 5, 2023. The fee broken out for each of the three projects is as follows:

- Project A - Kenworthy Road Transmission Line: \$671,660.09
- Project B – Homes Place Transmission Line: \$213,531.61
- Project G – Germann Road Transmission Line: \$213,531.61

Attachment A: Fee Table



Town of Queen Creek
Pinal County Infrastructures Improvements- Project A Kenworthy Road Transmission Line
Design, Permitting, Construction, and Post-Construction Services

FEE PROPOSAL

PW23-03-02R2

Task No.	Description	PRIN	SPM	PM	PE	EIT	TECH	SCAD	ADM	Total	Total
	RATES	\$ 224.21	\$ 215.53	\$ 164.90	\$ 150.44	\$ 120.06	\$ 89.68	\$ 134.52	\$ 75.22	Hours	Total
Task 1 - Project Management											
1100	Project Management	6	60		24				12	102	\$18,790.26
1200	Project Design Meetings		30		24	48				102	\$15,839.34
	TOTAL HOURS AND COSTS	6	90		48	48	0	0	12	204	\$34,629.60
Task 2 – Background, Investigations, and Preliminary Services											
2100	Survey		2		6	16			1	25	\$3,329.88
2200	Utility Investigation		6		20	24	36			86	\$10,411.90
2300	Preliminary Layout	2	36		72	60	60	48		278	\$38,080.54
2400	Utility Locate		1		4		36		1	42	\$4,120.99
2500	Geotech Investigation	8		30	60		72		1	171	\$22,299.26
	TOTAL HOURS AND COSTS	10	45	30	162	100	204	48	3	602	\$78,242.57
Task 3 – 30% Design											
3100	30% Design Drawings	4	60		120	72	144	96			\$66,353.60
3200	Specifications TOC		2		6	16			1	25	\$3,329.88
3300	Design Report	1	4		6	16			1	28	\$3,985.15
3400	Potholing		2		6		48		1	57	\$5,713.56
	TOTAL HOURS AND COSTS	5	68		138	104	192	96	3	110	\$79,382.19
Task 4 – 60% Design											
4100	60% Design Drawings	4	60		96	72	144	48			\$56,286.08
4200	Specifications	1	6		10	24	24		2	67	\$8,205.99
4300	Design Report	1	1		4		6		1	13	\$1,654.80
	TOTAL HOURS AND COSTS	6	67		110	96	174	48	3	80	\$66,146.87
Task 5 – 90% Design											
5100	90% Design Drawings	4	48		72	72	120	60		376	\$49,551.08
5200	Specifications	1	2		6	10	10		2	31	\$3,805.75
5300	Design Report Updates		1		2		4		1	8	\$950.35
	TOTAL HOURS AND COSTS	5	51		80	82	134	60	3	415	\$54,307.18
Task 6 – Final Design Documents											
6100	100% Design Drawings	2	12		16	20	24	12		86	\$11,609.58
6200	Specifications		1		2		6		1	10	\$1,129.71
6300	Design Report		1		2		4		1	8	\$950.35
	TOTAL HOURS AND COSTS	2	14		20	20	34	12	2	104	\$13,689.64
Task 7 – Permitting and Agency Coordination											
7100	MCESD ATC Permitting		4		8		18	6	4	40	\$4,787.88
7200	QCID, NMIDD, USBOR and GCE		4		6		20	6	4	40	\$4,666.36
7300	Gilbert		6		10		16	4	1	37	\$4,845.76
7400	State Land	2	6		10		24	6	1	49	\$6,280.66
7500	Pinal County Coordination and ROW		6		24		24	16	2	72	\$9,358.82
7600	Private Development Coordination		20		36		24	24		104	\$15,107.24
	TOTAL HOURS AND COSTS	2	46		94	0	126	62	12	342	\$45,046.72
Task 8 – Construction and Post Construction Engineering Services											
8100	Submittals, RFIs, and Field Directives	4	24		36	24	72	36		196	\$25,666.52
8200	As-Built Drawings	2	6		10	6	24	12		60	\$7,732.92
8300	Site Visits and Inspections		24		24	24	36			108	\$14,893.20
8400	Weekly Construction Meetings		48		72		48			168	\$25,481.76
8500	MCESD AOC Assistance		2		4		16			22	\$2,467.70
	TOTAL HOURS AND COSTS	6	104		146	54	196	48	0	554	\$76,242.10
TOTAL PROJECT HOURS AND COSTS		42	485		798	504	1,060	374	38	2,411	\$447,686.87
OTHER DIRECT COSTS											
1	Survey ODCs										\$31,800.00
2	Geotech Investigation (Drilling, Lab, Traffic Control, and Permits)										\$36,000.00
3	Utility Locating and Potholing (50)										\$56,100.00
4	MCESD ATC Permit Fee (expedited)										\$1,200.00
5	Mileage for Meetings and Site Visits										\$4,373.22
TOTAL OTHER DIRECT COSTS											\$129,473.22
ALLOWANCES											
1	Easement (Allowance)										\$9,000.00
2	QCID, NMIDD, USBOR and GCE Coordination and Fees (Allowance)										\$39,000.00
3	Pinal County Coordination (Allowance)										\$6,000.00
4	Private Development Coordination (Allowance)										\$12,000.00
5	Gilbert Coordination (Allowance)										\$6,000.00
6	Separating Project Into Separate Packages										\$13,500.00
7	State Land (Allowance)										\$9,000.00
TOTAL ALLOWANCES											\$94,500.00
TOTAL PROJECT COST											\$671,660.09

Town of Queen Creek
Pinal County Infrastructures Improvements- Project B Home Place Transmission Line
Design, Permitting, Construction, and Post-Construction Services

FEE PROPOSAL

PW23-03-02R2

Task No.	Description	PRIN	SPM	PM	PE	EIT	TECH	SCAD	ADM	Total	Total
	RATES	\$ 224.21	\$ 215.53	\$ 164.90	\$ 150.44	\$ 120.06	\$ 89.68	\$ 134.52	\$ 75.22	Hours	Total
Task 1 - Project Management											
1100	Project Management	1	20		8				3	32	\$5,963.99
1200	Project Design Meetings		10		8	16				34	\$5,279.78
	TOTAL HOURS AND COSTS	1	30	0	16	16	0	0	3	66	\$11,243.77
Task 2 – Background, Investigations, and Preliminary Services											
2100	Survey				1	4				5	\$630.68
2200	Utility Investigation		1		6	8	12			27	\$3,154.81
2300	Preliminary Layout		12		24	20	20	16		92	\$12,544.04
2400	Utility Locate						12			12	\$1,076.16
2500	Geotech Investigation	2		10	20		24			56	\$7,258.54
	TOTAL HOURS AND COSTS	2	13	10	51	32	68	16	0	192	\$24,664.23
Task 3 – 30% Design											
3100	30% Design Drawings		20		40	24	48	32		164	\$21,818.92
3200	Specifications TOC				1	4				5	\$630.68
3300	Design Report				1	4				5	\$630.68
3400	Potholing				1		16			17	\$1,585.32
	TOTAL HOURS AND COSTS	0	20	0	43	32	64	32	0	191	\$24,665.60
Task 4 – 60% Design											
4100	60% Design Drawings		20		32	24	48	16		140	\$18,463.08
4200	Specifications		1		3	8	8			20	\$2,344.77
4300	Design Report						1			1	\$89.68
	TOTAL HOURS AND COSTS	0	21	0	35	32	57	16	0	161	\$20,897.53
Task 5 – 90% Design											
5100	90% Design Drawings		16		24	24	40	20		124	\$16,218.08
5200	Specifications				1	3	3			7	\$779.66
5300	Design Report Updates									0	\$0.00
	TOTAL HOURS AND COSTS	0	16	0	25	27	43	20	0	131	\$16,997.74
Task 6 – Final Design Documents											
6100	100% Design Drawings		4		4	6	8	4		26	\$3,439.76
6200	Specifications						1			1	\$89.68
6300	Design Report										\$0.00
	TOTAL HOURS AND COSTS	0	4	0	4	6	9	4	0	27	\$3,529.44
Task 7 – Permitting and Agency Coordination											
7100	MCESD ATC Permitting				2		6	1	1	10	\$1,048.70
7200	QCID, NMIDD, USBOR and GCE				1		6	1		8	\$823.04
7300	Gilbert		1		3		4	1		9	\$1,160.09
7400	State Land		1		3		8	1		13	\$1,518.81
7500	Pinal County Coordination and ROW		1		8		8	4		21	\$2,674.57
7600	Private Development Coordination		6		12		8	8		34	\$4,892.06
	TOTAL HOURS AND COSTS	0	9	0	29	0	40	16	1	95	\$12,117.27
Task 8 – Construction and Post Construction Engineering Services											
8100	Submittals, RFIs, and Field Directives		8		12	8	24	12		64	\$8,256.56
8200	As-Built Drawings		1		3	1	8	4		17	\$2,042.43
8300	Site Visits and Inspections		8		8	8	12			36	\$4,964.40
8400	Weekly Construction Meetings		16		24		16			56	\$8,493.92
8500	MCESD AOC Assistance						4			4	\$358.72
	TOTAL HOURS AND COSTS	0	33	0	47	17	64	16	0	177	\$24,116.03
	TOTAL PROJECT HOURS AND COSTS	3	146	10	250	162	345	120	4	1,040	\$138,231.61
OTHER DIRECT COSTS											
1	Survey ODCs										\$10,600.00
2	Geotech Investigation (Drilling, Lab, Traffic Control, and Permits)										\$12,000.00
3	Utility Locating and Potholing (50)										\$18,700.00
4	MCESD ATC Fee (expedited)										\$1,200.00
5	Mileage for Meetings and Site Visits										\$1,300.00
	TOTAL OTHER DIRECT COSTS										\$43,800.00
ALLOWANCES											
1	Easement (Allowance)										\$3,000.00
2	QCID, NMIDD, USBOR and GCE Coordination and Fees (Allowance)										\$13,000.00
3	Pinal County Coordination (Allowance)										\$2,000.00
4	Private Development Coordination (Allowance)										\$4,000.00
5	Gilbert Coordination (Allowance)										\$2,000.00
6	Separating Project Into Separate Packages										\$4,500.00
7	State Land (Allowance)										\$3,000.00
	TOTAL ALLOWANCES										\$31,500.00
	TOTAL PROJECT COST										\$213,531.61

Town of Queen Creek
Pinal County Infrastructures Improvements- Project G Germann Road Transmission Line
Design, Permitting, Construction, and Post-Construction Services

FEE PROPOSAL

PW23-03-02R2

Task No.	Description	PRIN	SPM	PM	PE	EIT	TECH	SCAD	ADM	Total	Total
	RATES	\$ 224.21	\$ 215.53	\$ 164.90	\$ 150.44	\$ 120.06	\$ 89.68	\$ 134.52	\$ 75.22	Hours	Total
Task 1 - Project Management											
1100	Project Management	1	20		8				3	32	\$5,963.99
1200	Project Design Meetings		10		8	16				34	\$5,279.78
	TOTAL HOURS AND COSTS	1	30	0	16	16	0	0	3	66	\$11,243.77
Task 2 – Background, Investigations, and Preliminary Services											
2100	Survey				1	4				5	\$630.68
2200	Utility Investigation		1		6	8	12			27	\$3,154.81
2300	Preliminary Layout		12		24	20	20	16		92	\$12,544.04
2400	Utility Locate						12			12	\$1,076.16
2500	Geotech Investigation	2		10	20		24			56	\$7,258.54
	TOTAL HOURS AND COSTS	2	13	10	51	32	68	16	0	192	\$24,664.23
Task 3 – 30% Design											
3100	30% Design Drawings		20		40	24	48	32		164	\$21,818.92
3200	Specifications TOC				1	4				5	\$630.68
3300	Design Report				1	4				5	\$630.68
3400	Potholing				1		16			17	\$1,585.32
	TOTAL HOURS AND COSTS	0	20	0	43	32	64	32	0	191	\$24,665.60
Task 4 – 60% Design											
4100	60% Design Drawings		20		32	24	48	16		140	\$18,463.08
4200	Specifications		1		3	8	8			20	\$2,344.77
4300	Design Report						1			1	\$89.68
	TOTAL HOURS AND COSTS	0	21	0	35	32	57	16	0	161	\$20,897.53
Task 5 – 90% Design											
5100	90% Design Drawings		16		24	24	40	20		124	\$16,218.08
5200	Specifications				1	3	3			7	\$779.66
5300	Design Report Updates									0	\$0.00
	TOTAL HOURS AND COSTS	0	16	0	25	27	43	20	0	131	\$16,997.74
Task 6 – Final Design Documents											
6100	100% Design Drawings		4		4	6	8	4		26	\$3,439.76
6200	Specifications						1			1	\$89.68
6300	Design Report										\$0.00
	TOTAL HOURS AND COSTS	0	4	0	4	6	9	4	0	27	\$3,529.44
Task 7 – Permitting and Agency Coordination											
7100	MCESD ATC Permitting				2		6	1	1	10	\$1,048.70
7200	QCID, NMIDD, USBOR and GCE				1		6	1		8	\$823.04
7300	Gilbert		1		3		4	1		9	\$1,160.09
7400	State Land		1		3		8	1		13	\$1,518.81
7500	Pinal County Coordination and ROW		1		8		8	4		21	\$2,674.57
7600	Private Development Coordination		6		12		8	8		34	\$4,892.06
	TOTAL HOURS AND COSTS	0	9	0	29	0	40	16	1	95	\$12,117.27
Task 8 – Construction and Post Construction Engineering Services											
8100	Submittals, RFIs, and Field Directives		8		12	8	24	12		64	\$8,256.56
8200	As-Built Drawings		1		3	1	8	4		17	\$2,042.43
8300	Site Visits and Inspections		8		8	8	12			36	\$4,964.40
8400	Weekly Construction Meetings		16		24		16			56	\$8,493.92
8500	MCESD AOC Assistance						4			4	\$358.72
	TOTAL HOURS AND COSTS	0	33	0	47	17	64	16	0	177	\$24,116.03
	TOTAL PROJECT HOURS AND COSTS	3	146	10	250	162	345	120	4	1,040	\$138,231.61
OTHER DIRECT COSTS											
1	Survey ODCs										\$10,600.00
2	Geotech Investigation (Drilling, Lab, Traffic Control, and Permits)										\$12,000.00
3	Utility Locating and Potholing (50)										\$18,700.00
4	MCESD ATC Fee (expedited)										\$1,200.00
5	Mileage for Meetings and Site Visits										\$1,300.00
	TOTAL OTHER DIRECT COSTS										\$43,800.00
ALLOWANCES											
1	Easement (Allowance)										\$3,000.00
2	QCID, NMIDD, USBOR and GCE Coordination and Fees (Allowance)										\$13,000.00
3	Pinal County Coordination (Allowance)										\$2,000.00
4	Private Development Coordination (Allowance)										\$4,000.00
5	Gilbert Coordination (Allowance)										\$2,000.00
6	Separating Project Into Separate Packages										\$4,500.00
7	State Land (Allowance)										\$3,000.00
	TOTAL ALLOWANCES										\$31,500.00
	TOTAL PROJECT COST										\$213,531.61



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MOHAMED YOUSSEF, PUBLIC WORKS DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A ONE-YEAR CONTRACT WITH INVADER PEST MANAGEMENT INC., FOR PEST CONTROL SERVICES WITH UP TO FOUR POSSIBLE ONE-YEAR RENEWALS IN AN AMOUNT NOT TO EXCEED \$50,000 ON AN ANNUAL BASIS. (FY 22/23 BUDGETED ITEM)

DATE: April 19, 2023

Suggested Action:

To approve a one-year contract with Invader Pest Management Inc., for Pest Control Services with up to four possible one-year renewals in an amount not to exceed \$50,000 on an annual basis. (FY 22/23 Budgeted Item)

Relevant Council Goal(s):

Effective Government - Financial Stability

Discussion:

The Town issued a formal solicitation RFP No. 23-012, (hereinafter "the RFP"); on Jan. 17th 2023 for Pest Control Services for all public buildings. The proposal was reviewed and evaluated by a (3) member evaluation committee. Based on the results of the evaluation committee, an award was recommended to Invader Pest Management Inc.

Scope of services includes monthly external pest control services for the locations listed in Exhibit B, page 18, of the service contract. The services shall be performed in compliance, and all products used shall be approved by the Environmental Protection agency (EPA) and the State of Arizona Department of Agriculture Pest Management Division (PMD). Contractor shall have qualified technicians with applicable certifications to provide the services to maintain control and/or management of pests at all locations using proper equipment, applicable methods and materials within the standards of the industry. Contractor will provide the Town with written Service and Inspection reports after each site visit reflecting storage conditions, insect and rodent activity, preventative treatments, pesticides used, and concentration/percentage of pesticides used. The contractor and designated personnel will at all times conduct themselves in a proper, acceptable and professional manner and shall wear a company uniform that clearly identifies them as an employee of the Contractor. Emergency work shall be responded to within three (3) hours of notification at an additional cost.

Fiscal Impact:

The total not to exceed amount for this contract is \$50,000 on an annual basis, with the option to renew over four (4) additional one-year periods. Funding for these services are included in the FY22/23 Facilities operating budget. Funding for these services will continue to be included in the annual operating budget for the life of the contract and/or as determined as needed.

Alternatives:

Council could decide not to proceed with awarding the pest control service contract at this time and direct staff to issue another formal solicitation. Choosing this option could delay specialized preventative maintenance tasks and treatments, presenting a more reactive approach to pests as a result of the deferred preventative services.

Attachment(s):

1. [RFP 23-012 Pest Control Contract - Invader Pest Management \(1\).pdf](#)

TOWN OF QUEEN CREEK

SERVICES CONTRACT

This Contract is made and entered into effective as of the 1st day of May, 2023 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and Invader Pest Management, Inc., an Arizona Corporation ("Vendor"). Town and Vendor may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Town issued a Request for Proposals for Pest Control Services, RFP No. 23-012, (hereinafter "the RFP"); and,

WHEREAS, Vendor submitted a response to the RFP on or before February 16, 2023 ("Response"); and,

WHEREAS, Town received and evaluated responses in response to the RFP; and,

WHEREAS, Town has the power to execute this Agreement on behalf of Town; and,

WHEREAS, Vendor has the power to execute this Agreement on behalf of Vendor; and,

WHEREAS, Town desires to hire Vendor to provide those services specified hereinafter; and,

NOW THEREFORE, Town and Vendor do hereby agree as follows:

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, Town and Vendor agree as follows:

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

Vendor shall provide the services described in the Scope of Services attached here to as Exhibit B (the "Services"). The Services may include providing and/or installing certain Goods, as either specified on Exhibit B or as necessary to properly provide the Services ("Goods"), in which case such Goods to be provided shall be included in the Services provided under this Contract. All Services will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for defective, non-complying,

improper, negligent or inadequate Services rendered, and/or Goods provided, pursuant to this Contract.

ARTICLE 2. FEES

1. The amount paid under this Agreement shall be on an as needed basis and in accordance with the Town's Purchasing Policy and Procedures.
2. Vendor shall be paid according to the schedule set forth in Exhibit C.
3. The Town will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. A Town issued purchase order is required prior to any services being rendered. A Town purchasing card is an acceptable method of payment.
4. If for any reason the Vendor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the Town may withhold from payment due to the Vendor such amounts as are necessary to protect the Town's position for the purpose of set-off until such time as the exact amount of damages due to the Town from Vendor is agreed to by the parties in writing, or is finally determined by a court of competent jurisdiction.

ARTICLE 3. TERM OF CONTRACT

1. This Contract shall be in full force and effect when approved by the Town Council of Queen Creek, Arizona and signed by its Mayor as attested by the Town Clerk.
2. The Vendor shall proceed with providing the Services immediately upon receipt of a notice to proceed issued by the Contract Administrator.
3. The term of the Contract shall commence on May 1, 2023 and shall continue through June 30, 2024. The Town has the option, in the Town's sole discretion to renew the Contract for four (4) additional one year periods (renewal term is July 1 through June 30). If the Contract is renewed, the total length of the Contract shall not exceed five (5) years and two (2) months. Any of the one (1) year contracts may be unilaterally extended by the Town for a period of thirty-one (31) days.
4. Price Adjustment: The Town will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Town will determine whether the

requested price increase or an alternate option, is in the best interest of the Town. Any price adjustment will be effective upon the effective date of the contract extension.

5. Price Reduction: A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

ARTICLE 4. TERMINATION OF CONTRACT

1. The Town has the right to terminate this Contract for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor.

2. In the event the Town terminates this Contract or any part of the Services as herein provided, the Town shall notify the Vendor in writing, and immediately upon receipt of such notice, the Vendor shall discontinue all Services, or the specific Services being terminated, as applicable, under this Contract.

3. Upon such termination, the Vendor shall immediately deliver to the Town any and all documents or work product generated by the Vendor under the Contract (collectively, the "Work Product"), together with all unused material supplied by the Town, applicable to the Services being terminated. Vendor shall be responsible only for such portion of the work as has been completed and accepted by the Town. Use of incomplete data by the Town shall be the Town's sole responsibility.

4. The Vendor shall receive as compensation in full only for Services performed and Goods delivered to the Town, and approved in writing by the Contract Administrator, prior to the date of such termination. The Town shall make such final payment within 60 days after the latest of: (i) Vendor's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Vendor's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph 3 of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

The entire Scope of Services to be performed in accordance with this Contract is set forth in Exhibit B. Services and Goods which are not included or necessary to providing the Services set forth in Exhibit B will be considered Additional Services, only if approved in writing by the Contract Administrator prior to their performance. The Vendor shall not perform such Additional Services without prior written authorization in the form of an approved written change order or contract amendment from the Town. In the event the Vendor performs such claimed Additional Services without prior written authorization from the Town, it shall be conclusively presumed that the claimed Additional Services were included in the Scope of Services and Vendor shall not be permitted to request or

receive any additional compensation for such claimed Additional Services.

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

1. This Contract may not be assigned in whole or in part without the prior written consent of the Town, and any such attempted assignment shall be null and void and a material breach of this Contract, and shall transfer no rights to the purported assignee.

2. The Vendor may engage such subvendors as Vendor may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subvendors for the performance of any part of the Services specified in Exhibit B shall be subject to the prior written approval of the Town. Employment of such subvendors in order to complete the Services set forth in Exhibit B shall not entitle Vendor to additional compensation beyond that set forth in Article 2. The Vendor shall be responsible for and shall warrant all Services including work delegated to such subvendors.

ARTICLE 7. COMPLETENESS AND ACCURACY

The Vendor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services performed pursuant to the Contract including, but not limited to the Services, and any the reports, surveys, plans, supporting data and/or other documents prepared or compiled pursuant to Vendor's obligations under this Contract and shall correct at Vendor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Vendor's Services shall in no way relieve the Vendor of any of Vendor's responsibilities hereunder.

ARTICLE 8. OWNERSHIP OF DOCUMENTS

All documents including but not limited to data computation, studies, reports, notes, drawings, or other documents, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Contract Administrator before final payment under this Contract is made to the Vendor, or upon termination of this Contract for any reason. To the extent any such documents is deemed to be the property of Vendor, Vendor hereby assigns all of Vendor's right, title and interest (including any applicable copyright) in such documents and Work Product to the Town.

ARTICLE 9. INDEMNIFICATION

1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees

(hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Town of Queen Creek, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the Town of Queen Creek.

2. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any Claim referred to in this Article, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion.

3. The Vendor's obligations under this Article shall survive the expiration or earlier termination of this Contract.

4. The insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this Article and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

ARTICLE 10. INSURANCE

Vendor shall secure and maintain during the life of this Contract, the insurance coverages set forth on Exhibit A.

ARTICLE 11. WARRANTIES

1. The Vendor shall be responsible for and shall and hereby does warrant that all Services provided shall: (i) be of good quality; (ii) be provided by properly trained, qualified, and licensed (where applicable) workers and/or subvendors; (iii) conform to the requirements of this Contract (including all applicable descriptions, specifications, drawings and samples); (iv) be free from

defects; (v) be appropriate for the intended purpose; (vi) meet or exceed all specifications, requirements and legal regulations, statues and/or codes that apply thereto, including, without limitation, all federal, state, county, and Town rules regulations, ordinances and/or codes that may apply; and (vii) be fully covered by Vendor's warranties running in favor of the Town under this Contract.

2. The Vendor shall be responsible for and shall and hereby does warrant the that all Goods provided pursuant to this Contract shall: (i) be new; (ii) be of good quality and manufacture; (iii) conform to the requirements of this Contract and the specific Purchase Order (including all applicable descriptions, specifications, drawings and samples); (iv) be free from defects in material, workmanship, or design; (v) be fit for the intended purpose; (vi) meet or exceed all specifications, requirements and legal regulations, statues and/or codes that apply thereto, including, without limitation, all federal, state, county, and Town rules regulations, ordinances and/or codes that may apply; and (vii) be fully covered by Vendors and manufacturers' warranties applicable to the Goods running in favor of the Town.

3. Copies of all applicable manufacturers' warranties shall be delivered to the Town with or before delivery to the Town, or installation of any Goods. The Contract Administrator may at any time require Vendor to deliver to the Contract Administrator written warranties from the Vendor, and/or the manufacturers of the Goods, for review and approval by the Town. These warranties shall be in form and content satisfactory to the Town, the Project building owner (if different than the Town), the Town's lender(s), if any, and any other person reasonably requested by the Town, or the Town's lender(s). If the Vendor fails to deliver such warranties, or if the warranties are determined by the Contract Administrator to be inadequate or unacceptable, the Vendors will be considered to be in material breach of this Contract.

4. Immediately upon notice from the Contract Administrator thereof, Vendor shall correct or replace as required by the Contract Administrator, at Vendor's expense, all defects, noncompliance, or inadequacies which may be discovered in any of the Services and/or Goods provided under this Contract. The Town's acceptance or approval of the Serivices and/or Goods shall in no way relieve the Vendor of any of Vendor's responsibilities hereunder. Unless a longer period is provided in the Contract Documents, the Vendor's or manufacturers' written warranties, this obligation to correct or replace shall continue for a period of two (2) years after acceptance of the specific Services and/or Goods.

ARTICLE 12. ADDITIONAL DISCLOSURES BY VENDOR

1. The Vendor shall reveal fully and in writing any financial or compensatory agreements which the Vendor has with any prospective contractor prior to the Town's publication of requests for proposals or comparable documents.

2. The Vendor hereby warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this contract, and that the Vendor has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this contract.

3. The Vendor shall comply with Executive Order No. 11246 entitled "Equal Opportunity Employment" as amended by Executive Order no. 11375, and supplemented Department of Labor Regulations 41 CFR, Part 16.

ARTICLE 13. CONTRACT ADMINISTRATOR

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

Contract Representatives:

For the Town	For the Contractor
Name: Vincent Mauro	Name: Fred Wiley
Title: Facility Services Superintendent	Title: Owner/President
Address: 22358 S. Ellsworth Road Queen Creek, AZ 85142	Address: PO Box 939 Glendale, AZ 85311
Phone: (480) 358-3809	Phone: (623) 435-0228
Email: Vincent.mauro@queencreekaz.gov	Email: wiley@invader.net

ARTICLE 14. NOTICE

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

Town: Bruce Gardner, Town Manager
22350 South Ellsworth Road
Queen Creek, AZ 85142
Facsimile: (480) 358-3189

With a copy to: Dickinson Wright PLLC
1850 N Central Avenue, Suite 1400
Phoenix, Arizona 85004
Attn: Scott A. Holcomb
Email: SHolcomb@dickinsonwright.com

Vendor: Invader Pest Management, Inc.
PO Box 939
Glendale, AZ 85311
Email: wiley@invader.net

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by Email, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by Email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by Email.

ARTICLE 15. GENERAL PROVISIONS

A. RECORDS AND AUDIT RIGHTS. Vendor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments, or claims submitted by the Vendor or any of his payees related to or arising out of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Vendor's records and personnel throughout the term of this Contract and for a period of three (3) years after last or final payment.

B. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals, Exhibits and Appendices attached hereto are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

C. ATTORNEYS' FEES. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or an account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

D. ENTIRE AGREEMENT. This Contract constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein.

E. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Maricopa County, Arizona and both Parties consent to the sole jurisdiction of, and venue in, such court for such purposes.

F. INDEPENDENT CONTRACTOR. The services Vendor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. As an independent contractor, Vendor shall: (a) have discretion in deciding upon the method of performing the services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/her own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services.

G. TAXES. Vendor shall be solely responsible for any and all tax obligations which may result out of the Vendors performance of this contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Vendor. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The Town shall not withhold income tax as a deduction from contractual payments. Vendor acknowledges that Vendor may be subject to I.R.S. provisions for payment of estimated income tax. Vendor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Sales tax for Goods received by the Town in relation to this Contract shall be indicated as a separate item on any notice of amount due.

H. AMENDMENTS. Any amendment, modification or variation from the terms of this Contract shall be in writing and signed by all Parties hereto.

I. COMPLIANCE WITH LAW. The Vendor specifically agrees and hereby warrants to the Town that in the performance of the Services, Vendor and anyone acting on Vendor's behalf, including but not limited to Vendor's

subvendors, will comply with all state, federal and local statutes, ordinances and regulations, and will obtain all permits and licenses applicable for performance under this contract.

J. SEVERABILITY. In the event that any provision of this Contract shall be held to be invalid and/or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

K. WAIVER. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. §41-4401, the Vendor warrants to the Town that the Vendor and all its subvendors 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). Vendor acknowledges that a breach of this warranty by the Vendor or any of its subvendors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of the Vendor or any subvendor who works on this Contract to ensure compliance with this warranty.

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

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

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

N. ISRAEL BOYCOTT PROVISION. Vendor certifies to Town that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393

O. CANCELLATION FOR CONFLICT OF INTEREST. Pursuant to the provisions of A.R.S. § 38-511, the Town may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a Vendor to any other party to the contract with respect the subject matter of the contract.

P. LICENSES. Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Vendor and the services to be performed under the resultant contract.

Q. PERMITS AND RESPONSIBILITIES. Vendor shall, without additional expense to the Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State and Municipal Laws, codes and regulations in connection with the execution of the work.

R. LIENS. Vendor shall cause all materials, service or construction provided or performed under the resultant contract to be free of all liens, and if the Town requests, Vendor shall deliver appropriate written releases, in statutory form of all liens to the Town.

S. PATENTS AND COPYRIGHTS. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Town and shall not be used or released by Vendor or any other person except with the prior written permission of the Town.

T. WORKPLACE COMPLIANCE. Vendor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

U. PRIORITY OF DOCUMENTS. In the event of a conflict between the terms of this Contract and the terms of any other document related to the Services, including but not limited to Scope of Services, the terms of this Contract shall prevail. In the event of a conflict between the terms of any bid document (RFP, RFQ, IFB) and the terms of a response, the terms of the bid document will control.

ARTICLE 16. FUNDS APPROPRIATION

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not

appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 13 of this Agreement at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

In witness whereof, the parties hereto have executed and caused to be signed by their duly authorized representatives, this Contract effective on the date first written above.

TOWN OF QUEEN CREEK:

Approval of Town Council:

Approval of Contract Administrator:

Julia Wheatley, Mayor

Bruce Gardner, Town Manager

ATTEST:

Maria Gonzalez, Town Clerk

REVIEWED AS TO FORM:

Dickinson Wright PLLC
Town Attorneys

VENDOR: INVADER PEST MANAGEMENT, INC.

Fred Wiley
Owner/President

EXHIBIT A
INSURANCE

Insurance Requirements

- 1) Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 2) The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Town of Queen Creek in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

3) Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

a) Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000
 - a. The policy shall be endorsed, as required by this written agreement, to include the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses

arising from work performed by or on behalf of the Contractor.

4) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or nonowned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
 - (a) Policy shall be endorsed, as required by this written agreement, to include the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 - (b) Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b) Workers' Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000
 - (a) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - (b) This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

5) Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- a) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any

insurance carried by the Department, its agents, officials, employees or the Town of Queen Creek shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

- b) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6) Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the Town of Queen Creek. Within two (2) business days of receipt, Contractor must provide notice to the Town of Queen Creek if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Procurement Department and shall be mailed, emailed, or hand delivered to the Procurement Department at 22358 S. Ellsworth Road, Queen Creek, AZ. 85142, or procurement@queencreekaz.gov.

7) Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The Town of Queen Creek in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8) Verification of Coverage

Contractor shall furnish the Town of Queen Creek with certificates of insurance (valid ACORD form or equivalent approved by the Town of Queen Creek) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- a) All such certificates of insurance and policy endorsements must be received by the Town before work commences. The Town's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- b) Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

c) All certificates required by this Contract shall be sent directly to the Procurement Department at 22358 S. Ellsworth Road, Queen Creek, AZ. 85142, or procurement@queencreekaz.gov. The Town of Queen Creek project/contract number and project location shall be noted on the certificate of insurance. The Town of Queen Creek reserves the right to require complete copies of all insurance policies required by this Contract at any time.

9) Subconsultants

Consultant's certificate(s) shall include all subconsultants as insureds under its policies or Consultant shall be responsible for ensuring and/or verifying that all subconsultants have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subconsultant. All coverages for subconsultants shall be subject to the minimum Insurance Requirements identified above naming the Town and Consultant as "Additional Insured" on all insurance policies, except Worker's compensation. The Town reserves the right to require, at any time throughout the life of this contract, proof from the Consultant that its subconsultants have the required coverage.

10) Approval and Modifications

The Contracting Agency, in consultation with Town of Queen Creek Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary and subject to at least 30 days written notice. Such action will not require a formal Contract amendment but may be made by administrative action.

11) Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance.

EXHIBIT B

SCOPE OF SERVICES

This request for proposal is to establish a contract for a licensed and qualified Contractor to provide exterior pest control services for the Town of Queen Creek facilities as outlined in the Service Locations. Interior pest control and other special requested services will be provided on an “as needed” basis in accordance with established rates.

All Scheduled Work will be billed at established rates in accordance with the Cost Proposal, to be completed and returned by the Contractor as a part of their proposal.

5.1 Service Locations: The areas that require monthly services, their locations, and the square footage are as follows.

Town Owned Buildings		
General Facilities	Address (Queen Creek, AZ)	Square Footage
Town Hall	22350 S. Ellsworth Rd	11192
Community Center	22407 S. Ellsworth Rd.	8695
Library & Rec Annex	21802 S. Ellsworth Rd.	47000
Chamber of Commerce	22246 S. Ellsworth Rd	3550
Municipal Services Building (MSB)	22358 S. Ellsworth Rd	33000
Municipal Grounds Office	22626 S. Ellsworth Rd	2400
Founders Modular	22308 S. Ellsworth Rd	1960
Public Safety Building (PSB)	20727 E Civic Parkway	38500
Grounds Maintenance Shed	22240 S Ellsworth Rd	1,980
Grounds maintenance building	22626 S. Ellsworth Rd.	900
Parks		
Desert Mountain Park (DMP) Maintenance Bldg.	22301 S. Hawes Road	1200
Desert Mountain Park (DMP) Equestrian restroom	22301 S. Hawes Road	165
Desert Mountain Park Cell Tower Storage Building	22301 S. Hawes Road	170
Desert Mountain Park Volley Ball Complex Restrooms	22301 S. Hawes Road	840

Desert Mountain Park (DMP) Softball 4 -Plex restrooms and Multipurpose Field Restrooms	22301 S. Hawes Road	1161
Founders Park Public Restrooms	22411 S. Ellsworth Road	300
Mansel Carter Oasis Park (MCOP) & Phase 2	19535 E Appleby Rd	11618
Horseshoe Park Equestrian Centre (HPEC) Maint Building	20464 E. Riggs Rd.	17340
Horseshoe Park Equestrian Centre (HPEC) covered arena #1	20464 E. Riggs Rd.	33750
Horseshoe Park Equestrian Centre (HPEC) Barn	20464 E. Riggs Rd.	29832
Horseshoe Park Equestrian Centre (HPEC) Concessions	20464 E. Riggs Rd.	5184
Horseshoe Park Equestrian Centre (HPEC) covered arena #2	20464 E. Riggs Rd.	30000
Horseshoe Park Equestrian Center (HPEC) Temp Barns	20464 E. Riggs Rd.	33000
Founders Park Splash Pad Pump House	22407 S. Ellsworth Rd.	150
Pocket Park for Pups (PPP) Park Restrooms	22526 S Ellsworth Rd	144
HPEC Community Restrooms	20464 E. Riggs Rd.	200
Wind Mill	20425 S Old Ellsworth Rd	400
DMP Ramadas X 10	22301 S. Hawes Road	16,000
Founders Ramadas X 4	22411 S. Ellsworth Road	6400
MCOP Pump House	19535 E Appleby Rd	2,800
MCOP Ramadas X 10	19535 E Appleby Rd	16000
Desert Wells Stage Stop	S Sossaman Rd,	1000
Field Operations Facility		
Street/Traffic Warehouse	19805C S. 220th Street	5000
Utilities Building A	19715A S. 220th. Street	18240
Utilities Admin Building B	19715B S. 220th. Street	13000
Utilities Building C	19715C S. 220th. Street	7000
Fleet Admin	19805D S. 220th Street	2200
Fleet	19805D S. 220th Street	9000
Streets Building	19805A S. 220th Street	5800
P/W Triple Wide Storage	19805B S. 220th Street	3000

Streets Mini Mobile	19805 S 220 Street	320
Environmental Mini Mobile	19805 S 220 Street	200
Queen Creek Fire Buildings		
Fire Resource Building	22526 S Ellsworth Rd	900
Fire station - FS#1	20678 E. Civic Parkway	13,315
Fire Station #2	24787 S. Sossaman Road	13,315
Fire Station #4	20155 S. Signal Butte Rd	14,000
Fire station #3	19159 E. Queen Creek Rd	9,500
Fire Station #5	245 W Combs Rd	13,500
Other Town-Owned Buildings		
Rental Property (House) - Pottery Building	22249 S. Ellsworth	1,750
Rental Property (House) - Dog Groomer Shop	22249 S. Ellsworth Road	380
Rental Property (House) - Gang Plank & Garage	22240 S Ellsworth Rd	3,000
Ellsworth Pump Station	Ellsworth Rd/ Rittenhouse Rd	5,000
Rittenhouse Silo	APX. 24610 S Rittenhouse Rd	2,500
Utilities / Sewer Office	980 W Combs rd.	2,200

Well Sites		
PN Well	1771 E. Chandler Heights Rd	
Cortina	19600 S. Sossaman Rd	
WP Well Site	19614 E Appleby Rd	
WP Pump	19620 E Appleby Rd	
Barney Farms Lake	20030 s. Meridian Rd	
Terra Ranch	20080 E. Chandler Heights Rd	
Victoria	20614 E. Ocotillo Rd	
Barnes	21455 E. Queen Creek Rd	
West Park Main	21459 S. 196 St	
Orchard	21597 E. Orchard Park	
Hastings	21598 E. Cloud Rd.	
Jorde Empire	22002 E Empire Blvd	
Cherrywood	22390 E Cherrywood Dr	

Villages (Well)	22391 S.Rittenhouse Rd.
Sossaman	22629 S. 186th St PU
CFW Well	22782 E Arroyo Verde
Barney Farms Tank	23103 E. Cattle Dr.
Circle 'G'	23200 S. Hawes Rd.
Brooks Farm	23202 S. Power Rd.
Hastings	24370 S. Crismon Rd.
Jorde Signal Butte	25516 S Signal Butte
Hilltop #1	34895 N. Wildhorse Dr.
Links Boosters	1115 E Ocotillo RD PU
Shea North	1380 E. Vesper Tr
Ocotillo	22920 S. Signal Butte Rd.
Church Farm Tank	23086 S. Merdian
Shea Encanterra Well	35952 N. Kenworthy
Rsrvtn (Bstr)	36 E. 12 St
Gantzel Boosters	36668 N. Gantzel
Gary	36998 N Gary Rd
EPDS 104	38164 N. Kenworthy Road
CG Boosters	39818 N Scotts Way
IronW-S Well	41197 N. Peach St
Main Boosters	41490 N Schnepf RD
IronW-N Well	41694 N. Ironwood Dr.
well #4	41884 N Schnepf RD
Schnepf	980 W. Combs Rd.

5.2 General Requirements:

- A. The work shall be performed in compliance, and all products used, shall be approved by the Environmental Protection Agency (EPA) and the State of Arizona Department of Agriculture Pest Management Division (PMD).
- B. Contractor shall have current certification classification for General Pest Control and other classifications based on practice in the industry established by the PMD in its rules. Contractor will maintain all required endorsements required by the PMD.
- C. Contractor shall provide pest control service to the service locations, as required by the department, to maintain control and/or management of pests at all locations.
- D. Contractor shall perform work in a professional manner within the standards of the industry, using proper equipment, methods and materials.

- E. Contractor shall bring to the Town's attention any problems or issues that should be corrected or be considered as preventative maintenance.
- F. Contractor shall follow all town, state and federal regulations when servicing facilities which contain food and kitchen environments.
- G. All aquatic pest control products used shall be "Vectobac G" or comparable brand in compliance with all EPA requirements and the State of Arizona Pest Management Division.
- H. Contractor shall provide digital Safety Data Sheets (SDS) on all products prior to their use. The SDS to be logged into the Town's internal electronic SDS documentation.
- I. Town will not be charged for a call back or re-application within the guarantee/warranty period of the original service date. A call back outside of the guarantee/warranty window will be considered as a new service call and charged accordingly.
- J. The Contractor and designated personnel will at all times conduct themselves in a proper, acceptable and professional manner and shall wear a company uniform that clearly identifies them as an employee of the Contractor.
- K. Interior treatments will be conducted on an "as needed" basis.
- L. Contractor shall use only those pesticides, which have been registered by the Environmental Protection Agency and the State Chemist. Contractor shall strictly adhere to all pesticide labels, requirements, laws, and regulations.
- M. Contractor shall use the most effective, registered chemicals, which have been approved by the Town representative. Chemicals shall be mixed and applied per label direction only, as the label is law.
- N. Record Keeping and Report Forms. The Contractor shall provide the Town representative with a written Service and Inspection report after each site visit. The report will be due within one (1) hour after the Town work shift begins on the workday after completion of the service. The report shall reflect storage conditions, insect and rodent activity, preventative treatments, pesticides used, and concentration/percentage of pesticides used.
- O. Guarantee. The Contractor shall guarantee to control pests ~~and rodents~~ as long as good sanitation and housekeeping is maintained. The Contractor shall work closely with the Town representative and inform them of any problems. Each treatment shall be guaranteed for at least thirty (30) days.
- P. Call out Procedures.

1. Routine Work:

a. In the event of a request to perform non-emergency services by the Town representative, the work shall be initiated within twenty-four (24) hours of the date of each request. The cost to perform non-emergency services shall be billed according to the Extra Work Rates located in the Town's e-Procurement Portal - Pricing Table.

b. In the event of an extra service call (covered under guarantee) the Contractor shall respond within three (3) hours of notification by the Town representative. The extra service calls shall be rendered at no charge to the Town.

2. Emergency Work:

a. In the event of a request to perform emergency services (i.e., bee removal, etc.) by the Town representative, the Contractor shall respond within three (3) hours of notification. The emergency service call shall be billed according to the Extra Work Rates located in the Town's e-Procurement Portal - Pricing Table.

b. The Contractor shall establish a 24-hour emergency telephone number available for such notifications.

5.3 Additions and Deletions: The Town may add and/or delete maintenance areas at any time by change order. The Contractor will be paid for all approved services satisfactorily completed. The Town reserves the right to utilize the prices and services originally proposed for future award recommendations. Pricing for areas added to the contract shall be consistent with pricing for other comparable contract sites. New construction buildings may require bi-monthly service as determined by the Town's representative. Services for Extra Work not identified will be negotiated/quoted as needed.

5.4 Contractor's Employees: The awarded Contractor shall supply proper levels of manpower, equipment and supplies to perform work to acceptable standards in the required timeframes.

a. Identification. Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Identification badges shall be worn and displayed by all Contractor and subcontractor employees, while on Town premises. The badge shall have the bearer's picture, name, and employee number (if applicable).

b. Driver's License. Employees driving the Contractor's vehicles shall, at all times, possess and carry a valid vehicle operator's license issued by the State of Arizona, the class of which shall be appropriate for the vehicles operated, in accordance with State law.

c. Conduct. Contractor personnel (employees and/or officers) shall not identify themselves as being employees of the Town of Queen Creek. They shall conduct themselves in such a manner as to avoid embarrassment to the Town of Queen Creek. Additionally, it is

expected that all interactions with the public or Town officials be professional and courteous. In the event of difficulty with the public or Town officials, the Contractor shall immediately notify the Town's authorized contract representative.

The Contractor shall prohibit its employees from using any substances (drugs, alcohol, etc.) that may cause impairment while performing their duties under this contract. Contractor staff suspected of being impaired shall be immediately removed from performing work under this contract.

Contractor employees that exhibit poor conduct, as determined by the Town, shall be removed from the contract upon the Town's request.

The Contractor shall be liable for any damages or losses caused by its employees, equipment, or agents during the agreement period.

EXHIBIT C

PAYMENT SCHEDULE/TERMS

PRICE TABLES

Cost Proposal - Pricing and Compensation Table - All Locations

Line Item	Location Name	Address	Square Footage	Quantity	Unit of Measure	Unit Cost	Total
General Facilities							
1	Town Hall	22350 S.	11192	12	Monthly	\$35.33	\$423.96
2	Community Center	22407 S.	8695	12	Monthly	\$31.17	\$374.04
3	Library & Rec Annex	21802 S.	47000	12	Monthly	\$72.50	\$870.00
4	Chamber of Commerce	22246 S.	3550	12	Monthly	\$20.17	\$242.04
5	Municipal Services Building (MSB)	22358 S.	33000	12	Monthly	\$60.67	\$728.04
6	Municipal Grounds Office	22626 S.	2400	12	Monthly	\$14.17	\$170.04
7	Founders Modular	22308 S.	1960	12	Monthly	\$14.83	\$177.96
8	Public Safety Building (PSB)	20727 E Civic	38500	12	Monthly	\$65.50	\$786.00
9	Groounds Maintenance Shed	22240 S	1,980	12	Monthly	\$10.50	\$126.00
10	Grounds maintenance building	22626 S.	900	12	Monthly	\$14.83	\$177.96
Parks							
11	Desert Mountain Park (DMP) Maintenance Bldg.	22301 S. Hawes Road	1200	12	Monthly	\$13.33	\$159.96
12	Desert Mountain Park (DMP) Equestrian restroom	22301 S. Hawes Road	165	12	Monthly	\$4.33	\$51.96
13	Desert Mountain Park Cell Tower Storage Building	22301 S. Hawes Road	170	12	Monthly	\$4.50	\$54.00
14	Desert Mountain Park Volley Ball Complex Restrooms	22301 S. Hawes Road	840	12	Monthly	\$9.67	\$116.04
15	Desert Mountain Park (DMP) Softball 4 - Plex restrooms and Multipurpose Field Restrooms	22301 S. Hawes Road	1161	12	Monthly	\$12.50	\$150.00
16	Founders Park Public Restrooms	22411 S.	300	12	Monthly	\$6.67	\$80.04
17	Mansel Carter Oasis Park (MCOP) & Phase 2	19535 E Appleby Rd	11618	12	Monthly	\$36.00	\$432.00
18	Horseshoe Park Equestrian Centre (HPEC) Maint Building	20464 E. Riggs Rd.	17340	12	Monthly	\$45.67	\$548.04
19	Horseshoe Park Equestrian Centre (HPEC) covered arena #1	20464 E. Riggs Rd.	33750	12	Monthly	\$62.50	\$750.00
20	Horseshoe Park Equestrian Centre (HPEC) Barn	20464 E. Riggs Rd.	29832	12	Monthly	\$60.67	\$728.04
21	Horseshoe Park Equestrian Centre (HPEC) Concessions	20464 E. Riggs Rd.	5184	12	Monthly	\$24.00	\$288.00
22	Horseshoe Park Equestrian Centre (HPEC) covered arena #2	20464 E. Riggs Rd.	30000	12	Monthly	\$66.67	\$800.04
23	Horseshoe Park Equestrian Center (HPEC) Temp Barns	20464 E. Riggs Rd.	33000	12	Monthly	\$68.33	\$819.96
24	Founders Park Splash Pad Pump House	22407 S.	150	12	Monthly	\$4.17	\$50.04
25	Pocket Park for Pups (PPP) Park Restrooms	22526 S Ellsworth Rd	144	12	Monthly	\$4.00	\$48.00
26	HPEC Community Restrooms	20464 E. Riggs	200	12	Monthly	\$5.00	\$60.00
27	Wind Mill	20425 S Old	400	12	Monthly	\$6.67	\$80.04
28	DMP Ramadas X 10	22301 S. Hawes	16,000	12	Monthly	\$69.33	101 6
29	Founders Ramadas X 4	22411 S.	6400	12	Monthly	\$42.67	\$512.04

30	MCOP Pump House	19535 E	2,800	12	Monthly	\$18.33	\$219.96
31	MCOP Ramadas X 10	19535 E	16000	12	Monthly	\$69.33	\$831.96
32	Desert Wells Stage Stop	S Sossaman Rd,	1000	12	Monthly	\$11.67	\$140.04
Field Operations Facility							
33	Street/Traffic Warehouse	19805C S. 220th	5000	12	Monthly	\$25.00	\$300.00
34	Utilities Building A	19715A S.	18240	12	Monthly	\$47.17	\$566.04
35	Utilities Admin Building B	19715B S.	13000	12	Monthly	\$38.33	\$459.96
36	Utilities Building C	19715C S.	7000	12	Monthly	\$28.33	\$339.96
37	Fleet Admin	19805D S.	2200	12	Monthly	\$15.83	\$189.96
38	Fleet	19805D S.	9000	12	Monthly	\$31.67	\$380.04
39	Streets Building	19805A S. 220th	5800	12	Monthly	\$25.83	\$309.96
40	P/W Triple Wide Storage	19805B S. 220th	3000	12	Monthly	\$18.33	\$219.96
41	Streets Mini Mobile	19805 S 220	320	12	Monthly	\$7.00	\$84.00
42	Environmental Mini Mobile	19805 S 220	200	12	Monthly	\$5.00	\$60.00
Queen Creek Fire Buildings							
43	Fire Resource Building	22526 S	900	12	Monthly	\$10.50	\$126.00
44	Fire station - FS#1	20678 E. Civic	13,315	12	Monthly	\$38.83	\$465.96
45	Fire Station #2	24787 S.	13,315	12	Monthly	\$38.83	\$465.96
46	Fire Station #4	20155 S. Signal	14,000	12	Monthly	\$32.50	\$390.00
47	Fire station #3	19159 E. Queen	9,500	12	Monthly	\$40.00	\$480.00
48	Fire Station #5	245 W Combs	13,500	12	Monthly	\$39.17	\$470.04
Other Town-Owned Buildings							
49	Rental Property (House) - Pottery Building	22249 S. Ellsworth	1,750	12	Monthly	\$10.00	\$120.00
50	Rental Property (House) - Dog Groomer Shop	22249 S. Ellsworth Road	380	12	Monthly	\$8.00	\$96.00
51	Rental Property (House) - Gang Plank & Garage	22240 S Ellsworth Rd	3,000	12	Monthly	\$18.33	\$219.96
52	Ellsworth Pump Station	Ellsworth rd/	5,000	12	Monthly	\$23.67	\$284.04
53	Rittenhouse Silo	APX. 24610 S	2,500	12	Monthly	\$16.67	\$200.04
54	Utilities / Sewer Office	980 W Combs	2,200	12	Monthly	\$15.67	\$188.04
Well Sites							
55	PN Well	1771 E.		12	Monthly	\$25.50	\$306.00
56	Cortina	19600 S.		12	Monthly	\$25.50	\$306.00
57	WP Well Site	19614 E		12	Monthly	\$25.50	\$306.00
58	WP Pump	19620 E		12	Monthly	\$25.50	\$306.00
59	Barney Farms Lake	20030 s.		12	Monthly	\$25.50	\$306.00
60	Terra Ranch	20080 E.		12	Monthly	\$25.50	\$306.00
61	Victoria	20614 E.		12	Monthly	\$25.50	\$306.00
62	Barnes	21455 E. Queen		12	Monthly	\$25.50	\$306.00
63	West Park Main	21459 S. 196 st		12	Monthly	\$25.50	\$306.00
64	Orchard	21597		12	Monthly	\$25.50	\$306.00
65	Hastings	21598 E. Cloud		12	Monthly	\$25.50	\$306.00
66	Jorde Empire	22002 E Empire		12	Monthly	\$25.50	\$306.00
67	Cherrywood	22390 E		12	Monthly	\$25.50	\$306.00

68	Villages (Well)	22391	12	Monthly	\$25.50	\$306.00
69	Sossaman	22629 S. 186th	12	Monthly	\$25.50	\$306.00
70	CFW Well	22782 E Arroyo	12	Monthly	\$25.50	\$306.00
71	Barney Farms Tank	23103 E. Cattle	12	Monthly	\$25.50	\$306.00
72	Circle 'G'	23200 S. Hawes	12	Monthly	\$25.50	\$306.00
73	Brooks Farm	23202 S. Power	12	Monthly	\$25.50	\$306.00
74	Hastings	24370 S.	12	Monthly	\$25.50	\$306.00
75	Jorde Signal Butte	25516 S Signal	12	Monthly	\$25.50	\$306.00
76	Hilltop #1	34895 N.	12	Monthly	\$25.50	\$306.00
77	Links Boosters	1115 E Ocotillo	12	Monthly	\$25.50	\$306.00
78	Shea North	1380 E. Vesper	12	Monthly	\$25.50	\$306.00
79	Ocotillo	22920 S. Signal	12	Monthly	\$25.50	\$306.00
80	Church Farm Tank	23086 S.	12	Monthly	\$25.50	\$306.00
81	Shea Encanterra Well	35952 N.	12	Monthly	\$25.50	\$306.00
82	Rsrvtn (Bstr)	36 E. 12 St	12	Monthly	\$25.50	\$306.00
83	Gantzel Boosters	36668 N.	12	Monthly	\$25.50	\$306.00
84	Gary	36998 N Gary	12	Monthly	\$25.50	\$306.00
85	EPDS 104	38164 N.	12	Monthly	\$25.50	\$306.00
86	CG Boosters	39818 N Scotts	12	Monthly	\$25.50	\$306.00
87	IronW-S Well	41197 N. Peach	12	Monthly	\$25.50	\$306.00
88	Main Boosters	41490 N	12	Monthly	\$25.50	\$306.00
89	IronW-N Well	41694 N.	12	Monthly	\$25.50	\$306.00
90	well #4	41884 N	12	Monthly	\$25.50	\$306.00
91	Schnepf	980 W. Combs	12	Monthly	\$25.50	\$306.00
Total						\$29,566.08

Extra Work Rates

Line Item	Description	Unit of Measure	Unit Cost
92	Hourly rate for gopher control on Town property	Per Hour	\$165.00
93	Bee/wasp removal rate	Per Hour	\$149.00
94	Bee/wasp removal rate (After hours/weekend)	Per Hour	\$250.00
95	Interior Treatment by request (on an "as needed" basis)	Per Hour	\$120.00
96	Fogging by request (on an "as needed" basis)	Per Hour	\$185.00
97	Mosquito Larvicide Applications by request	Per Sq Ft	\$0.05
98	Termite Treatment by request - Spot Treatment	Per Sq Ft Linear Ft	\$4.25
99	Termite Treatment by request - Full Treatment (2 Year Warranty for all treatments required. Warranty certificates to be provided within 24 hours of treatment.)	Per Sq Ft Linear Ft	\$4.85

100	Termite Inspection by request	Per Sq Ft	\$0.038
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COMMERCIAL SERVICES - Standard Time & Material Rate Sheet

Service Options

Item Code	Job/Description	List Price	Unit of Measure	Minimums	Continue Thereafter At	Unit of Measure	RFP/RFQ Pricing Discount	RFP/RFQ Price	FIXED PRICE / TERM	Pricing Determined By / Service Details
SERVICE CALL RATES										
CPC-SCR	Service Call - Negotiated Rate for Contracted Services (RFP) - One time and As Needed service calls	120	hr	1 hour	\$120.00	hr	21%	\$95		Negotiated Contracted Hourly Rate (when not asking for location specific pricing by sq ft or In ft) or recurring service. One Time service call or As Needed service for specified included pests and treatment areas as requested. Basic rate with flexible arrival times - NOT on a scheduled service plan. No special arrival needs. Additional time calculated at 15 Min increments at Standard Service Rate and listed minimum service charges . Contracted Rate may vary per location and specific need(s), this listed price is for basis of Competitive Bidding where applicable and discounted from our List Pricing offered on a One Time service call or As Needed service call. Not applicable on Excluded Pests.
	Service Call - Contracted Warranty Call Back	\$0.00		min (1/2 hr)	\$ 120.00	hr	0%	\$0		No Charge only for INCLUDED PESTS and SELECTED TREATMENT AREAS -see agreement - if done within normal business hours of operation and 48 hr response. Any special time request will require service call rates as described. Not included Pests/Standard Rate will apply. Includes arrival, upto 1/2 hour... additional time billed at Standard Service hourly rate.
	Service Call - Standard Service Rate	\$120.00	hr	\$60 min (1/2 hr)	\$ 120.00	hr	0%	\$120	\$120.00	All Additional Service requests outside negotiated Rate for contracted Services. \$60 minimum trip charge for up to 1/2 hour. Basic rate with flexible arrival times - normally same week or within 48 hours. No special arrival needs. Additional time calculated at 15 Min increments.
	Service Call - Same Day Request _Trip Charge Rate	\$ 160.00	hr	\$80 min (1/2 hr)	\$ 120.00	2nd hr +	0%	\$160	\$160.00	Between 7:00am to 4:00 pm - Same day service requested - no emergency or specific time. * 1/2 min constitutes \$80.00 trip charge or \$160 for first hour, \$120 thereafter.
	Service Call - Within 2 hr response _Emergency Rate	\$ 250.00	hr	\$250 min (1hr)	\$ 120.00	hr	0%	\$250	\$250.00	*For Emergency Service other than regular scheduled maintenance - including pests excluded from maintenance agreement and treatment areas not specified. 1 hr min constitutes \$250.00 trip charge.
	Service Call - Within 4 hr response _Emergency Rate	\$ 175.00	hr	\$175 min (1 hr)	\$ 120.00	hr	0%	\$175	\$175.00	*For service other than regular scheduled maintenance - including pests excluded from maintenance agreement and treatment areas not specified. 1 hr min constitutes \$175.00 trip charge.
	Service Call - Before or After Hours/Weekend Service Rate	\$250.00	hr	\$250 min (1 hr)	\$ 125.00	hr	0%	\$250	\$250.00	Before 7:00am and After 4:00pm weekdays, Sat & Sun, addn hrs billed in 15 min increments. 1 hr min constitutes \$250.00 trip charge.
	Service Call - Holiday Rate	\$300.00	hr	\$300 min (1 hr)	\$ 150.00	hr	0%	\$300	\$30.00	All observed holidays. 1 hr min constitutes \$300.00 trip charge.
	Service Call - 1/4 hour Rates	\$30.00	ea	includes upto min (1/4 hr)	\$ 120.00	hr	15%	\$26	\$25.50	When servicing multiple (small <500sqft) units within a route on a regular schedule - \$30 ea ie.. Park bathrooms, equipment rooms, storage rooms. Sq Ft to small to calculate on sq ft price, but still take time to drive to, service, maintain records, etc...
	Service Call - Minimum Rate	\$60.00	ea	includes upto min (1/2 hr)	\$ 120.00	hr	0%	\$60	\$60.00	Small units (<500sqft) - on demand or as needed - not on a regular schedule or route.

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RODENTS										
	Rodent (Mice) when included in contract - RFP									Includes glue boards and/or glue trays for discovery of mice, upon identification of Infestation, we will recommend a Rodent Intensive Remedial Cleanout based on pressure of Presence. Only included with Interior Service, and Call Backs are not included to check traps, Standard Service Call Rates will apply.
	Rodent Habitat Modification	\$125.00	hr	min (1 hr)	\$ 125.00	hr	0%	\$125		Modifying an area to make it less suitable and less attractive to rodents should always be the first step in controlling rodents. See Rodent agreement terms.
	Rodent Proof - Exclusion Services	\$140.00	hr	min (1hr)	\$140.00	man hr	4%	\$134		We will inspect and seal any holes, cracks-n-crevices, possible entry points over the size of a quarter and larger that we can find. Screen vent pipes, bird blocking, attic ventilation screens that need repaired, etc.. If other areas are found to need exclusion at any time during or after our program, additional exclusion will be billed at \$140/man hr. plus materials.
	Rodent - Initial Service	\$120.00	hr	min (1hr)	\$120.00	man hr	0%	\$120		Includes Inspection and setup time for new and previously installed traps. \$120/man hr.
	Rodent - Trap(s) Rats - Installation	\$185.00	Case				7%	\$172		Includes up to 1 case installed - generally for Low Infestation in up to 2000 Sq Ft of Area Max...

Rodent - Trapping Services - 1st month Maintenance plan	\$ 300.00	plan	1st 5 visits	\$ 120.00	man hr	0%	\$300	\$300.00	Plan includes first 5 Service Visits - covers one month of service. Week 1 - 2 visits approx EOD, Week 2 - 1 time, Week 3 - 1 time, Week 4 - 1 time. Service fee to arrive, maintain, inspect check all rodent stations and traps. Includes up to 30 minutes per visit - price will be adjusted for larger jobs requiring more time to perform service. Hourly rates will apply. \$120/man hour. Trapping & Maintenance services may be extended or continued beyond original number of set appointments at \$120 / man hr, including a Week 5 service - if service is not continued, or upon completion, final removal of devices will be performed. Requires an Initial Service plus installation of Devices (traps) - see pricing schedule. Min. Service Visit \$60 - includes up to 1/2 hour. \$120/man hour thereafter. Service Visit Fee Waived with Annual Pest Control Service Plan
Rodent - Contra Pest - Birth Control	\$ 75.00	ea		\$ 45.00	ea / per month				Installation of Contra Pest Birth Control For Rodents - install each bottle and maintain monthly with refills. Must maintain to keep birth control effect in place.
Rodent - Bait Station - Installation	\$ 45.00	ea				11%	\$40		Recommend 1 station every 50' to 100' around structure perimeter for prevention, (for infestations every 35'), we currently stock Bell Labs protecta Evo - which includes weighted block for securing station - but we may choose to substitute other brands, and devices where we
Rodent - Bait Station - Maintenance	\$ 6.80			\$ 6.80	ea	26%	\$5		Monthly Maint. (during reg scheduled service) Inspect, clean and replace bait in each station
Rodent - CAR Captured Animal Recovery - Call Back	\$ 120.00	hr	min (1/2 hr)	\$ 120.00	man hr	0%	\$120		Service visit outside of regular scheduled visits to remove a captured rodent, remove a dead animal, or re-inspect for additional noises, etc... \$60 min. during reg business hours 1/2 hr min, \$175 min for after hours plus \$120 after the first hour.

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BEES										
BSR	Bee Swarm Removal	\$ 199.00	hr	min (1 hr)	\$ 120.00	hr	25%	\$149	\$149.00	min. for swarms, valve boxes, under 10 ft. - ladder work, access equipment, specialty protective equipment may require additional fees.
BSR_AHW	Bee Swarm Removal - after hours/weekend	\$ 250.00	hr	min (1 hr)	\$ 120.00	hr	0%	\$250	\$250.00	After 4:00pm and weekends
BSR_EMG	Bee Swarm Removal - Emergency for GAME Times	\$ 350.00	hr	min (1 hr)	\$120.00	hr	0%	\$350		*For Emergency Service that requires fast response - we will make every attempt to be there within the hour, from the original call, or \$100 off. Under 1 hr min constitutes \$350.00 trip charge, over 1 hr - \$250.00
BSR_HOL	Bee Swarm Removal - Holiday	\$ 400.00	hr	min (1 hr)	\$ 120.00	hr	0%	\$400		All Federal observed Holidays
BHI	Eliminate Bees in Hive (NO WARRANTY)- Established colony	\$ 250.00	man hour	min (1 hr)	\$ 150.00	man hr	0%	\$250	\$250.00	min for above 10ft, established nest removal, or
BHI_AHW	Eliminate Bees in Hive - after hours / weekend	\$ 350.00	man hour	min (1 hr)	\$ 150.00	man hr	0%	\$350		construction tear out plus \$150/hr after 1st hour
BHI_Hol	Eliminate Bees in Hive - Holiday	\$ 500.00	man hour	min (1 hr)	\$ 150.00	man hr	0%	\$500		All Federal observed Holidays
BHR_VB	Remove Bee Hive - Valve Boxes - Ground level	\$ 149.00	initial	min (1 hr)	\$ 120.00	man hr	34%	\$99	\$ 99.00	Removal of established hive in a water valve box.
BHR	Remove Bee Hive - (WARRANTY)	\$ 599.00	initial	\$599 min (2 hr)	\$ 200.00	man hr	0%	\$599		Removal of established hive. Min. for construction /opening of walls tear out, removal of honeycomb, debris, etc.. Does not include repairs. Warranty is included after proper repairs are complete- if bees come back to same area. Includes up to 2 hours, billed at listed Man Hr price thereafter.
BHR_AHW	Remove Bee Hive - after hours / weekend	\$ 719.00	initial	\$719 min (2hr)	\$ 200.00	man hr	0%	\$719		After 4:00 pm weekdays, Saturdays & Sundays
BHR_HOL	Remove Bee Hive - Holiday	\$ 849.00	initial	\$849 min (2hr)	\$ 200.00	man hr	0%	\$849		Christmas, Easter, New Years, 4th of July, Memorial Day, Labor Day, Thanksgiving
BST_INS	Bee Swarm Trap - install	\$ 75.00	ea	\$75 ea (2hr)		ea	0%	\$75		Recommend 1 station every 100' around perimeter of property - will reduce service calls for bee control
BST_MNT	Bee Swarm Trap - maintenace	\$30.00	ea	with reg svc	\$ 75.00	ea stand alone svc	0%	\$30		Monthly Maintenance (during reg scheduled service)- including removal of bees, and resetting trap. \$75/trap only Service.

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TERMITES										
	Termite Treatment - Linear Foot Price	\$4.50	lin ft	\$425 min		lin ft	6%	4.25		Property would be graphed and measured for actual treatable Linear footage, plus necessary requirements to make treatment. Trench and rod all soil around base of structure, treat backfill, drill all concrete slabs, pump materials, and patch holes. SPOT TREATMENT Minimum Treatment fee of \$425 includes up to 100 lin ft - No Warranty in not Full Treatment per structure.
	Termite Inspection - For Structures not under warranty	\$120.00	hr	1 hr	\$95.00		21%	95		Properties fully treated include annual inspection at NO cost. Price includes up to 1 hour, then billable at \$95/hr thereafter.

Termite Annual Warranty / Renewal	\$150.00	min	upto 250 lin	\$0.60	lin ft	0%	150.00	\$150.00	Annual Warranty / Renewal. Included with full treatment to structure. Warranty includes annual inspection, re-treatment if necessary. \$150/yr min. includes up to 250 lin ft treated + \$.60 per lin ft thereafter. Based on full treatment at each structure to include exterior perimeter walls, and interior load bearing walls.
Termite - Warranty Option Only	\$0.80	lin ft	\$0 mli (2hr)			0%	0.80		Warranty Option Only. Includes inspection of structure, if no subterranean termites are found, extended (1) one year warranty on existing treatment is offered, to include spot treatments(s) if subterranean termites are found in/on structure during warranty period at no additional charges and an annual inspection prior to renewal of another year. Based on (lin ft of exterior perimeter wealls, interior load bearing walls) X (Rate) X (20%). Should subterranean termites persist after 3 spot treatments in 1 year, warranty amount paid in given year would be applied to full treatment.
Termite Inspection with WDIIR	\$95.00	min	\$38/1000 sq ft			0%	95.00		Our Minimum Fee is \$95.00 - up to 2500 sq ft, over is \$38 per 1000 sq ft, plus the State TARP fees
Quote for Termite Treatment - Includes a presence or absence inspection, measuring/diagram and written quotation for treatment.			0	\$95.00				\$95.00	*Will waive Termite Inspection fee with approved termite quote.

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GOPHERS

	Gopher Baiting Program Treatment for small areas (based on 1000 sq ft)	\$400.00	per	Program Initial Treatment + 3 follow up treatments required - to include up to 1000 sq ft of treatable area. Example 10ft X 100ft	\$100.00	Treatment	0%	\$400		Our gopher bait product label calls for treating gopher runs every other day for 4 treatments in a row to the affected areas. Initial treatment cost is \$100.00 for the first day and then 3 more follow-up treatments of \$100.00 each. \$.40 / sq ft over 1000 sq ft. 1. We propose treating the affected areas every other day for 4 days in a row (Sat, Mon, Wed and Fri). 2. After treating with bait all gopher mounds will be knocked down and leveled. 3. One week after final application, we will perform inspection to monitor for new gopher activity (Addn. treatment will be applied to any new sightings). 4. Recommend a Quaterly Program for maintenance.
	Gopher Baiting - For Acreage - Quartlery Gopher Maintenance	\$165.00	per	Hour			0%	\$165		Our gopher bait product label calls for treating gopher runs every other day for 4 treatments in a row to the affected areas. Based on Estimate hours of treatment for each day. Hours should deminish as gopher activity decreases. Example: 4, 3, 2, 1 per day = 10 scheduled hours. Annual Program for Gopher Control. 4 EOI visits, one follow week later, then repeat Quarterly. Average Standard Initial service is 10 hrs, quarterly maintenance is 3 hours - this can be adjusted by property size and gopher infestation. 1. We propose treating the affected areas every other day for 4 days in a row (Sat, Mon, Wed and Fri). 2. After treating with bait all gopher mounds will be knocked down and leveled. 3. One week after final application, we will perform inspection to monitor for new gopher activity (Addn. treatment if necessary will be applied to any new sightings). 4. Recommend a Quarterly Program for maintenance. Hours should be reduced if population is maintained and not allowed to explode. 5. If on a Pest Control program - Monitoring/Documentation will be provided to record any gopher activity between quarterly treatments and should population exceed the set threshold could trigger advancing the Quarterly schedule to maintain the desired threshold.
	Gopher Trapping Program	\$275.00	per	Program Includes up to 4 Traps and 2 follow up visits(daily or EOD at min)	\$75.00	Followup	0%	\$275		Initial setup includes 4 Traps in 2 runways, follow up visit in 2 days, addn follow up in 1 week. Add \$125 per runway for additional dual trap sets. Pull traps on next regular scheduled PC service for regular customers. \$275 per incident only - for regular customer - For Non-Contracted PC customers addn \$50 charge will apply to remove gopher traps. Extend for 2 more weekly visits - \$150

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FLYING INSECTS

ILT_S	ILT - Insect Light Trap Service - Includes addition of ILT's - Sm - Md & Scones. Add \$100 for Lg	\$299.00	ea				15%	\$254		insect light trap service includes the installation of necessary ILT Units. ILT's will become the property of customer after 1 year service agreement. If customer cancels prior to contract expiration date company will remove ILT Units.
ILT_I	ILT - Installation Fee	\$120.00	eq	Trap			17%	\$100		Install and set up of ILT unit

ILT_M

ILT - Insect Light Trap - Maintenance Per unit	\$20.00	per	Trap/service			20%	\$16		Customer owned unit - \$15.00 ea price is with a regular Pest control Service plan. For independent service(s) to ILT's only, add min. service call fees plus monthly unit price. Maintenance includes replacing glue traps monthly and bulbs annually. 4 or more traps per location will waive min. service call fee.
Mosquito - In2Care - Biological - kill the Larvae	\$198.00		initial	75	mnth for 2 stations	0%	\$198		Initial includes (min) 2 traps installed, each additional trap is \$99.00, Minimum monthly maintenance is \$75 for up to two traps, plus an additional \$15 per trap. Recommend 8X per year (april - oct). Each trap will cover approx. 5000 sq ft
Mosquito - Fogging/misting - kill the adult	\$250.00	per	\$250 min (1 hr)	150	hr	0%	\$250		Fogging of exterior areas to reduce adult populations of mosquitoes (flying insects), Spiders/spiderwebs, etc... - Service performed primarily before or after hours at either Dusk or dawn. Gas Powered Fogger or Thermal Fogger.
Mosquito - Larviciding- granules - treatment to standing water	\$0.05	per	\$50 Min. Sq Ft upto 1000 sq ft Min.		sq ft	0%	\$0		Application of larvicide granules to bodies of water to control mosquito larvae. Minimum service includes upto 1000 sq ft. \$50 min.

BED BUG SERVICES

Bed Bug Thermal Remediation "Heat Treatment" Propane - Hotel	865.00	per	room			0%	\$865		Fast, super efficient, heat for up to 1 hour after we reach desired temp of 135. Rm size up to 400 Sq Ft.
Adjacent Rooms - preventative Bed bug Treatment	85.00	per	room			12%	\$75		Visual Inspection for bed bug infestation, Vacuum, Pull Carpet, Treat Baseboard / Tack strip under carpet, treat electrical outlets, treat wall voids (dust or ULV) to abutting wall of infested room, preventative treatment - baseboard treat bedrooms, family/living room entire unit. Requires cooperation with Facilities. Possibly pulling headboard, carpet, etc...
Bed Bug - Initial (Chem.) Treatment	175.00	per	\$175 min man hr		175 hr	6%	\$165		Initial treatment includes a chemical application to all bed bug infested areas, potential areas, baseboards, furniture, wall corners, electrical outlets, etc... for commercial settings - not specific to full time habitation, ie. Homes, apartments, hotel rooms, dorms, etc... After hour rates apply and may be more than listed price.
Bed Bug - Follow-Up (Chem) Treatment	137.50	per	min (1 hr)		hr	9%	\$125		Recommended followup service to include inspection/addn necessary treatment depending upon findings. Service to be scheduled after initial treatment for any possible remaining infestation and /or hatch of existing eggs. To be performed anytime between 14 & 31 days after initial service. With purchase of Follow up, an extended 30 day warranty from service date will apply for treated area(s).
Pest Prevention - Room treatments	20.00	per	unit			0%	\$20		For additional units over predetermined # of units included per service. At time of regular scheduled service. Additional service call rates apply for special trip.

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OTHER INSECTS AND SPECIAL SERVICES

Ant Treatment - Intensive	\$250	upto	10000 Sq F	\$75	2500 sq ft	0%	\$250			Intensive ant treatment to entire exterior of property, including sidewalks, base of structure, pad of grass, bushes and shrubs. Utilize a combination of treatments including non-repellant at base of structure, ant bait around borders, along walkways, under bushes and treatment to grass area. Recommend at least an annual service to keep major infestations from building up.
Weed Control Services- Quoted by Acre or SQ FT						0%	\$0			Ground maintenance is an important Integrated Pest Management process - as excessive plant growth, ie. Weeds, can harbor many insects. That is why we include weed Prevention and control pricing within our Pest Control Model
Spider Web Removal with Residual	\$125.00	per	\$125 min (1 hr)	120	hr	0%	\$125			To reduce amount of spider webs, use Web Out Product to help remove and lesson the amount of spiders and webs, prior to Spider Web Removal by vacuum or brush. Pricing is by the Man Hour.
German Roach Intensive Cleanout	\$150.00	per	min (1 hr) Man	\$120.00	man hour	0%	\$150			Includes intensive treatment to infested areas, vacuuming where necessary, IGR applications, monitoring system, etc..
Consulting/Inspection - Fred Willey A.C.E. Associate Certified Entomogist	\$185.00	hour	min (1 hr)	\$185.00	hr	0%	\$185			Consulting on Integrated Pest Management, severe pest issues, scope of services, etc...
Records Requests	\$120.00	hour	\$60 min (1/2 hr)			0%	\$120			When companies request records be compiled and sent to them.
Scorpion Black Lighting Service	\$250.00		\$250 min (1hr)	\$125.00	hr	0%	\$250			Schedule only late evening, (Fri,Sat, Sun -pref), must be dark for 2 hrs., after 10:00pm for best results, exterior lighting must be turned off, must be at least 76 deg. Over night..
Access Equipment	Market + 15%					0%	Market + 15%			Lifts, Ladders, safety equipment, for specialized projects needing access.
ULV Interior Fogging	\$250.00	initial	\$250 min (1hr)	\$185.00	hr	0%	\$250			Flushing and adulticide application with ULV machine - Cold 1 hr min constitutes \$250.00 trip charge.
PowerDusting - Under Portable buildings	\$150.00	per	\$150 min Treatment up to 9000 cubic ft	\$0.02	cubic ft	0%	\$150			Powerdusting under portable buildings, includes up to 3000 sq ft. - 3 ft high (9000 cubic ft) Addn. \$.02 per cubic foot
Travel Time - Remote Locations (ouside Metro Phoenix)	\$75.00	hour						\$75.00		



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARIA GONZALEZ MMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE RECOMMENDATION OF APPROVAL ON A NEW SERIES 012 RESTAURANT LIQUOR LICENSE APPLICATION SUBMITTED BY RICHARD JOSEPH VALENTI ON BEHALF OF PORTILLO'S LOCATED AT 20745 E WALNUT ROAD, QUEEN CREEK.

DATE: April 19, 2023

Suggested Action:

To forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control on a new Series 012 Restaurant Liquor License application submitted by Richard Joseph Valenti on behalf of Portillo's located at 20745 E Walnut Road, Queen Creek.

Discussion:

The Town Clerk's Office received a liquor license application for a new Series 012 Restaurant Liquor License application submitted by Richard Joseph Valenti on behalf of Portillo's located at 20745 E Walnut Road, Queen Creek.

A Series 012 Restaurant Liquor License is a non-transferable, on-sale retail privileges liquor license that allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Public notice was posted for the required 20-day period (March 29, 2023 - April 18, 2023) in accordance with the Arizona Department of Liquor License and Control posting requirement. No comments or protests from the public were received thus far. The Queen Creek Police Department was provided with a copy of the application for interview / investigation and the report is pending.

Fiscal Impact:

Businesses that hold a state issued liquor license and are located within the Town boundaries are required to obtain a Supplemental Liquor License from the Town. The annual fee for a Supplemental Liquor License is \$200, and is prorated on a monthly basis for the first year per [Section 8-1-10](#) of the Town Code.

Alternatives:

Council's recommendation will be forwarded to the Arizona Department of Liquor License & Control. If Council recommends denial of an application, the minutes must reflect specific reasons, testimony, and other evidence that supports the motion to deny the license applications as required by [A.R.S. § 4-201\(E\)](#) further defined by Rule R19-1-702 (attached).

Attachment(s):

1. [Rule R19-1-702 \(9-24-22\).pdf](#)
2. [LGB Report.pdf](#)
3. [QCPD Report](#)

R19-1-702. Determining Whether to Grant a License for a Certain Location¹

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

¹ Title 4 Arizona Liquor Law Book (9/24/22)

Name: PORTILLOS HOT DOGS LLC
 Contact Name: VARIOUS AGENTS- SEE CASE NOTE
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: R20540918 State of Incorporation: DE
 Incorporation Date: 01/04/2016
 Correspondence Address: 2001 SPRING ROAD
 #400
 OAK BROOK, IL 60523
 USA
 Phone: (630)954-3773
 Alt. Phone: (480)223-3422
 Email:

Officers / Stockholders

Name:	Title:	% Interest:
PORTILLOS HOLDINGS LLC	Managing Member, Stockholder	100.00
OMID MICHAEL OSANLOO	President	
AIMEE MARIE LAMPRECHT	1207A679 & 012070006828	
THOMAS JOSEPH MOTTER	1207A679	
BRIAN DAVID SHAW	1207A678	
ZACHARY RYAN HAWKINS	012070006828	
ELIZABETH MARGARET CRANE	Job #214705	
ANTON DALE PHILLIPS	1207A678	
SUSAN BETH SHELTON	Sec	
JAMES ALAN FISCHER II	1207A678	
MICHELLE GREIG HOOK	CFO	
RAYMOND VINCENT MAHAR	012070013540	

**PORTILLOS HOLDINGS LLC -
Stockholder, Managing Member**

Name: PHD INTERMEDIATE LLC
 Contact Name: RICHARD JOSEPH VALENTI
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: 5557492 State of Incorporation: DE
 Incorporation Date:
 Correspondence Address: 2001 SPRING ROAD
 #400
 OAK BROOK, IL 60523
 USA
 Phone: (480)223-3422
 Alt. Phone:
 Email: RVALENTI@PORTILLOS.COM

**PORTILLOS HOT DOGS LLC - 1207A679
&012070006828**

Name: AIMEE MARIE LAMPRECHT
Gender: Female
Correspondence Address: 2001 SPRING ROAD
#400
OAK BROOK, IL 60523
USA
Phone: (480)569-1880
Alt. Phone:
Email: ALAMPRECHT@PORTILLOS.COM

PORTILLOS HOT DOGS LLC - 1207A679

Name: THOMAS JOSEPH MOTTER
Gender: Male
Correspondence Address: 2001 SPRING ROAD
#400
OAK BROOK, IL 60523
USA
Phone: (480)451-2888
Alt. Phone:
Email: TIMOTTER@PORTILLOS.COM

PORTILLOS HOT DOGS LLC - 012070006828

Name: ZACHARY RYAN HAWKINS
Gender: Male
Correspondence Address: 2001 SPRING ROAD
#400
OAK BROOK, IL 60523
USA
Phone: (763)316-9976
Alt. Phone:
Email: ZHAWKINS@PORTILLOS.COM

PHD GROUP HOLDINGS LLC - Member

Name: PORTILLOS INC
Contact Name: RICHARD VALENTI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2001 SPRING ROAD
#400
OAK BROOK, IL 60523
USA
Phone: (480)223-3422
Alt. Phone:
Email: RVALENTI@PORTILLOS.COM

**PORTILLOS HOT DOGS LLC - Managing
Member, Stockholder**

Name: PORTILLOS HOLDINGS LLC
Contact Name: RICHARD JOSEPH VALENTI
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: R20540918 State of Incorporation: DE
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**PHD GROUP HOLDINGS LLC - Sec
PHD INTERMEDIATE LLC - Sec
PORTILLOS HOLDINGS LLC - Sec
PORTILLOS HOT DOGS LLC - Sec**

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PORTILLOS HOT DOGS LLC - 1207A678

Name: ANTON DALE PHILLIPS
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PORTILLOS HOT DOGS LLC - Job #214705

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**PHD GROUP HOLDINGS LLC -
Stockholder,Member**

Name: BERKSHIRE FUND VIII LP
Contact Name: RICHARD VALENTI
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
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USA
Phone: (480)223-3422
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Email: RVALENTI@PORTILLOS.COM

**PHD GROUP HOLDINGS LLC - President
PHD INTERMEDIATE LLC - President
PORTILLOS HOLDINGS LLC - President
PORTILLOS HOT DOGS LLC - President**

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**PHD GROUP HOLDINGS LLC - CFO
PHD INTERMEDIATE LLC - CFO
PORTILLOS HOLDINGS LLC - CFO
PORTILLOS HOT DOGS LLC - CFO**

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Gender: Female
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**PHD INTERMEDIATE LLC - Stockholder,Managing
Member**

Name: PHD GROUP HOLDINGS LLC
Contact Name: RICHARD JOSEPH VALENTI
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 5557490 State of Incorporation: DE
Incorporation Date:
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PORTILLOS HOT DOGS LLC - 1207A678

Name: JAMES ALAN FISCHER II
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PORTILLOS HOT DOGS LLC - 012070013540

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PORTILLOS HOT DOGS LLC - 1207A678

Name: BRIAN DAVID SHAW
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Phone: (480)221-5887
Alt. Phone:
Email: BSHAW12311@GMAIL.COM

APPLICATION INFORMATION

Application Number: 237577
 Application Type: New Application
 Created Date: 03/17/2023

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
 Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
 Yes
 What is the penalty?
 See Attachment
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
 Please list each amount owed to lenders/individuals.
 None
- 6) Are there walk-up or drive-through windows on the premises?
Yes
- 7) Does the establishment have a patio?
 Yes
 Is the patio contiguous or non-contiguous (within 30 feet)?
 Contiguous
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
Fast Casual Restaurant with Drive Thru.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	03/17/2023
MENU	Menu.pdf	03/17/2023
MISCELLANEOUS	Landlord Provisions.pdf	03/17/2023
ORGANIZATIONAL DOCUMENTS	Corporate Org Chart.pdf	03/17/2023
QUESTIONNAIRE	Form - M. Osanloo.pdf	03/17/2023
QUESTIONNAIRE	Form -M. Hook.pdf	03/17/2023
QUESTIONNAIRE	Form -S. Shelton.pdf	03/17/2023
QUESTIONNAIRE	Form - R. Valenti.pdf	03/17/2023
QUESTIONNAIRE	Form - T. Motter.pdf	03/17/2023

MISCELLANEOUS	Tom Motter AZ Title IV Basic and Management Certificates.pdf	03/17/2023
RECORDS REQUIRED FOR AUDIT	aud_requiredrecords_notary.pdf	03/17/2023
RESTAURANT OPERATION PLAN	lic_restaurantoperationplan_access.pdf	03/17/2023
MISCELLANEOUS	lic_alienstat_access - R. Valenti.pdf	03/17/2023
	lic_alienstat_access - R. Valenti-2023.03.21.pdf	03/23/2023
	Form - T. Motter (2).pdf	03/23/2023



QUEEN CREEK POLICE DEPARTMENT
BACKGROUND INVESTIGATION REPORT
LIQUOR LICENSING/NEW APPLICANT

APPLICANT: Portillo's
APPLICATION #: 237577
INVESTIGATOR: Sgt. M. Erwin #1168

April 11, 2023

PARTIES/ENTITIES INVOLVED

Richard Valenti, Managing Member
Susan Shelton, General Council/Secretary
Michelle Hook, CFO
Omid Osanloo, CEO
Thomas Motter, General Manager
Portillo's Holdings LLC
Portillo's Hot Dogs LLC
PHD Group Holdings LLC
PHD Intermediate LLC

INVESTIGATION

A complete Arizona Department of Liquor Licenses and Control Questionnaire packet was received for Portillo's. The planned location is 20745 E. Walnut Rd., Queen Creek AZ 85142. The agent for the application is Richard Valenti. This premises is new construction and is currently being built.

A review of the application materials was conducted in addition to history of controlling parties and entities named in the application. In the application it was disclosed that Susan Shelton, Michelle Hook, and Omid Osanloo serve as officers of Portillo's Hot Dogs LLC and provided a signed statement listing a five-year history of liquor violations as required in the application. In the statement there are a total of seven violations. All three of the signed statements listed the same violations (minor served during compliance test) and there were no locations that had a secondary violation within the five-year history. It should also be noted that Portillo's has over sixty locations. In the statement a fine was issued for each violation and in two of the violations the liquor license for that location received a brief suspension.

There is no negative history or data associated with the entities and parties of Portillo's. All

associated parties are in good standing with the Corporation Commission. A review of the Arizona Department of Liquor website showed all Portillo's liquor licenses are currently active and there are no open liquor violations.

The site plan was included with a schematic of where on the premise liquor would be stored. No concerns were noted for the layout and site plan. The establishment includes traditional tables and booth seating. There is no bar area/seating. The establishment will have an outdoor patio as well as a drive thru window; however, no alcohol will be sold through the drive thru.

CONCLUSION

Aside from the information provided in the signed statements in the application, the background investigation did not reveal any further derogatory information on the entities and parties involved. The information in the signed statements is not a sufficient reason to prevent or disqualify Portillo's from approval to move forward with licensing.

SUPERSTITION VISTAS MULTIMODAL TRANSPORTATION PLANNING STUDY

Queen Creek Town Council Project Briefing

April 19, 2023

WELCOME AND INTRODUCTIONS



COUNCIL BRIEFING AGENDA

- I. Welcome and Introductions**
- II. Study Objectives and Overview**
 - a. Study Objective
 - b. Study Area
 - c. Study Process
- III. Technical Advisory Group (TAG) Overview**
- IV. Stakeholder Focus Groups Overview**
- V. Elected Official Briefings**
- VI. Comments, Questions, Discussion**

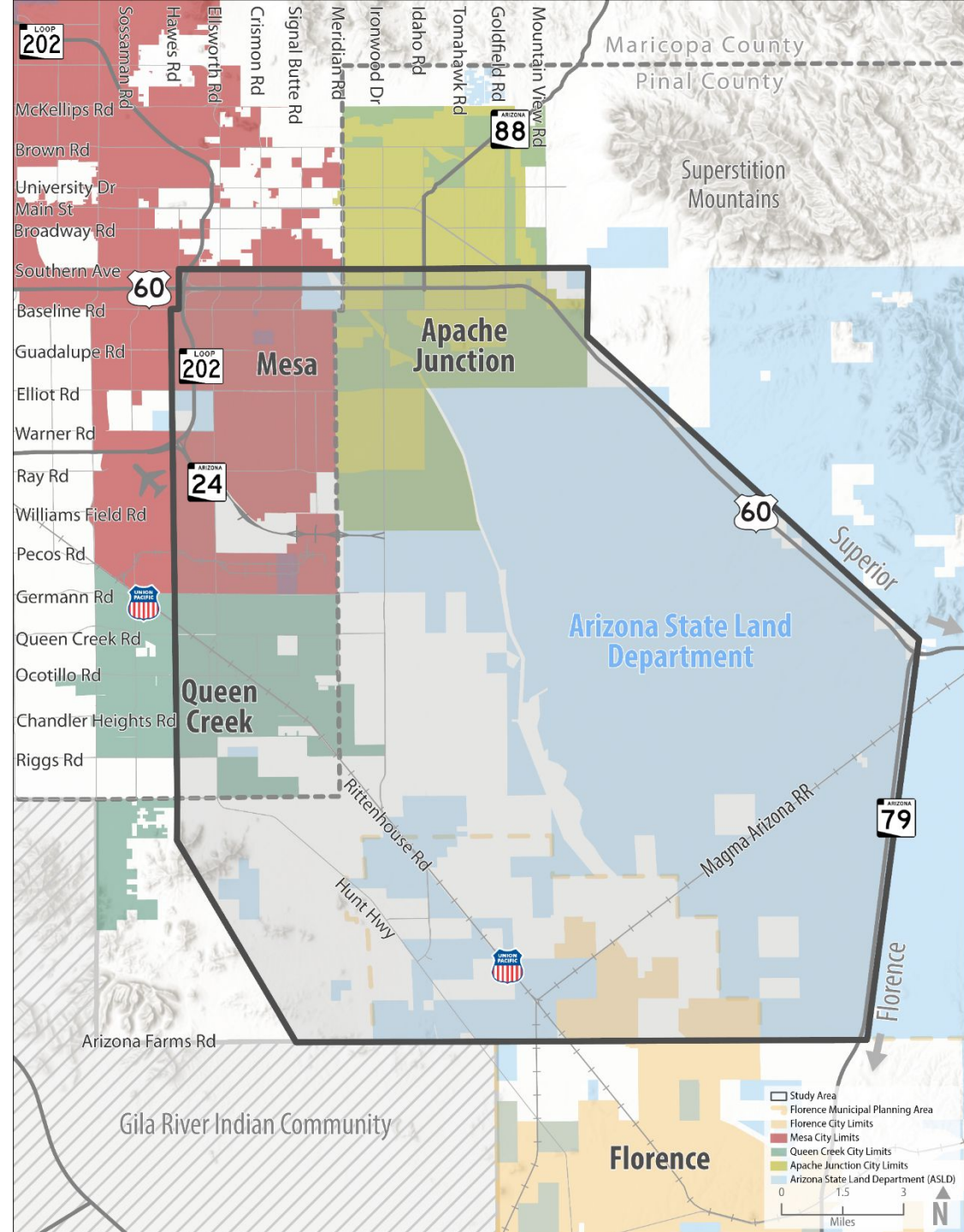
STUDY OBJECTIVE

The objective of the Superstition Vistas Multimodal Transportation Planning Study (SVMTPS) is to develop a coordinated vision of a multimodal transportation network across jurisdictions, that enhances the mobility and accessibility of people and goods to and within the study area for the near-term (2030) and long-range (2050) horizons. The transportation network and service alternatives and recommendations will build upon:

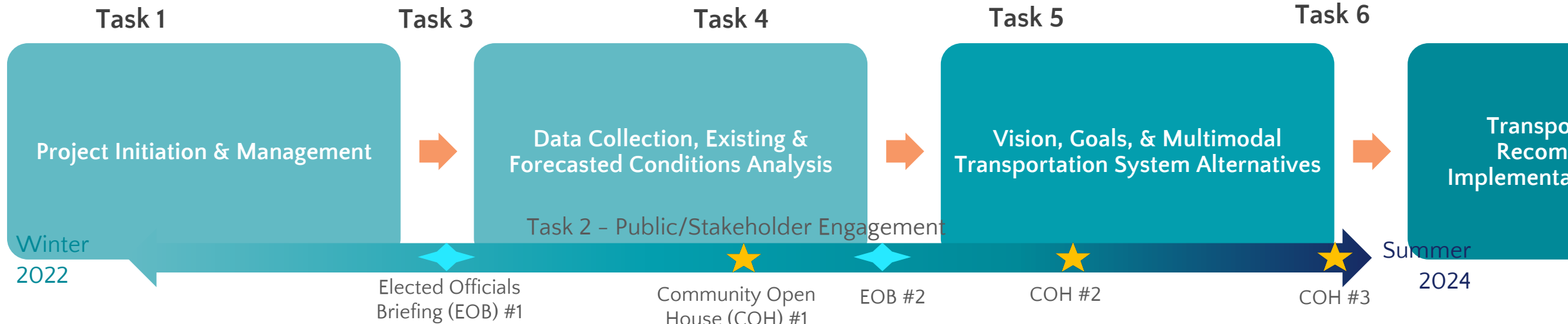
- Existing needs.
- Anticipated growth and development.
- Planned roadway extensions.
- Existing and planned energy and water infrastructure systems.
- Land use plans.
- Travel demand modeling.
- A shared vision amongst stakeholders.

STUDY AREA

- Approximately 287 square miles.
- Includes Apache Junction, Florence, Mesa, Queen Creek, and Pinal County jurisdictions; Gila River Indian Community sits adjacent to the Study Area.
- ASLD manages majority of lands east of the CAP canal within the Study Area.



STUDY PROCESS



Public/Stakeholder Engagement

- ▶ Project Website
- ▶ TAG & Stakeholder Meetings
- ▶ Visioning Workshop
- ▶ Growth Scenario Planning Work Group Meeting
- ▶ Elected Official Briefings
- ▶ Community Open House

Existing & Forecasted Conditions

- ▶ Data Collection
- ▶ Field Review
- ▶ Technical Memorandum (TM) #1: Existing and Forecasted Conditions Report

Vision, Goals, & Alternatives

- ▶ TM#2: Vision, Goals & Evaluation Methodology
- ▶ Growth Scenario Analysis
- ▶ System Alternatives
- ▶ TM#3: Preliminary Evaluation Criteria Results - Alternative Rankings
- ▶ Elected Official Briefing

Recommendations & Implementation

- ▶ TM#4: Preferred System Alternatives
- ▶ TM#5: Implementation & Funding Plan

Final Report

- ▶ Draft Final Report
- ▶ Final Report
- ▶ Executive Summary
- ▶ Presentation Materials

TECHNICAL ADVISORY GROUP

Membership – Arizona Department of Transportation, Arizona State Land Department, City of Apache Junction, Town of Florence, the Gila River Indian Community, City of Mesa, Pinal County, and Town of Queen Creek.

Roles:

- ▶ Provide oversight and guidance to project team.
- ▶ Review/comment on milestone deliverables.
- ▶ Meet as a group at 8 project milestones.
- ▶ Participate in one one-on-one interview.
- ▶ Gain consensus on important decision points.

Responsibilities:

- ▶ Offer feedback and guidance from your agency's perspective.
- ▶ Participate with a collaborative spirit.
- ▶ Attend/participate in TAG milestone meetings and group communications.

STAKEHOLDER FOCUS GROUPS

- ▶ ***Four Stakeholder Focus Groups:***
 - ▶ Energy, water, flood protection.
 - ▶ Public transportation providers.
 - ▶ Rail and freight providers.
 - ▶ Bike user groups.
- ▶ ***Purpose*** – provide specific subject matter input from agencies/organizations with vested interest in the study area to guide and inform the study process.
- ▶ ***Convene at three milestones in the process:***
 - ▶ One-on-one interviews.
 - ▶ Two focus group meetings.

ELECTED OFFICIALS BRIEFINGS

- ▶ **Two rounds of elected official project briefings** held either in person or virtually.
- ▶ **The *first round*** will be at the initiation of the project to introduce the project and solicit elected official input, issues, concerns, and/or objectives.
- ▶ **The *second round*** will seek elected official input at the draft plan recommendation stage to seek inputs, suggestions, and priorities on draft recommended projects/needs.

QUESTIONS, COMMENTS, DISCUSSION





THANK YOU

Mohammed Youssef, Town of Queen Creek Public Works Director
Mohamed.youssef@queencreekaz.gov

Hannah R. Quinsey, MAG Project Manager
HQuinsey@azmag.gov

Kevin Kugler, Consultant Project Manager
KKugler@mbakerintl.com



Town of Queen Creek Mobility Options and Connectivity Feasibility Study

Mohamed Youssef, PE,
PTOE
Public Works Director

Introduction

- Study funded by Town's Local Transportation Assistance Funds (LTAF), transferred to MAG for eligible expenditures on behalf of the Town.
- Initiated in response to Council interest in mobility options.





Study Objectives:

- Examine innovative ways to improve connectivity for residents.
- Expand transportation options.

Areas of Exploration

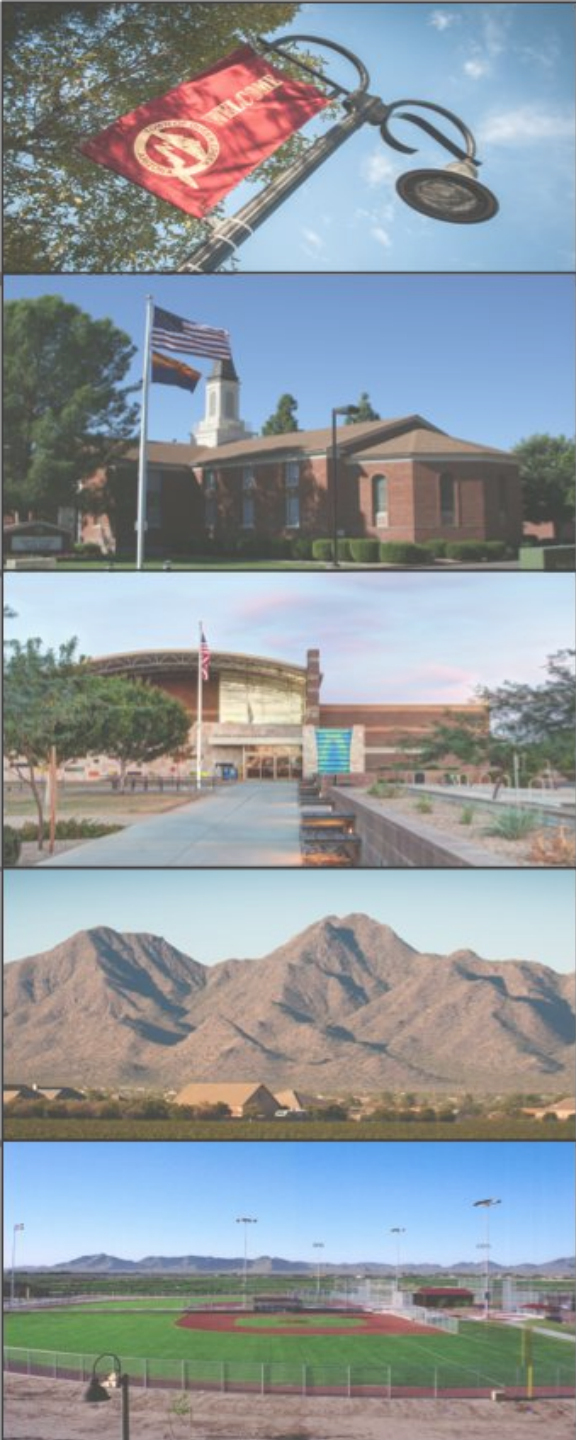
- ✓ Innovative new mobility.
- ✓ Mobility-as-a-service.
- ✓ Shared mobility.
- ✓ New transportation technology pilots and partnerships.



Importance of The Study

- ✓ Identify best practices in transportation and mobility.
- ✓ Enhance regional and local micro-transit options.
- ✓ Explore safe, sustainable, and affordable mobility options.





Anticipated Deliverables

- Public outreach and stakeholder engagement plan.
- Vision, goals and objectives plan.
- Existing conditions and best practices analysis.
- Recommendations for near and long-term pilots, projects, strategies, and technologies.
- Implementation and funding plan.
- Final report



Thank you!



TOWN OF
QUEEN CREEK
ARIZONA

12.A

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: RANDY BRICE, CHIEF OF POLICE
RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1519-23, A MULTIDIMENSIONAL PERFORMANCE, AND ACTIVITY-BASED SCHOOL RESOURCE OFFICER FUNDING POLICY/PROCEDURE.

DATE: April 19, 2023

Suggested Action:

To approve Resolution 1519-23, a multidimensional performance, and activity-based School Resource Officer Funding Policy/Procedure.

Relevant Council Goal(s):

Safe Community (Public Safety)

Project Information:

None

Discussion:

SRO Program Overview

Safe schools are the concern of every community. If a school is safe, and if it feels safe, children are better able to learn. The circumstances and conditions that develop, support, and propagate school safety have been widely debated over the years. However, one thing that has remained constant is the necessity for robust communication and partnership between law enforcement and local schools.

Because law enforcement and school personnel differ in so many ways, they face challenges in the areas of communication, perception, roles, responsibilities, and data sharing. By defining and discussing these challenges, we can build on the consensus that already exists—that safe schools are everyone’s responsibility and priority.

Our efforts in this arena are an integral part of our community engagement program. We consistently utilize data and evidence-based strategies to define complementary partner roles and responsibilities, choose officers best suited for proactive work, and find effective ways law enforcement and school personnel can work together.

The school resource officer (SRO) is at the forefront of these efforts. This individual is a career law enforcement officer assigned in a community policing capacity to a local educational facility or region. SROs work in collaboration with schools and community-based organizations to provide a positive and visible law enforcement presence on school campuses. SROs have four major roles:

- **Law Enforcement:** SROs promote safety and security by addressing crime and disorder in and around school campuses. They strive to employ non-punitive techniques when interacting with students, using referral and arrest only as a last resort under narrow circumstances. They serve as a liaison between the school and other outside agencies. They also develop or expand crime prevention efforts for students and staff.
- **Mentor and Informal Counselor:** SROs build relationships with students and act as liaisons to community services for youth and families.
- **Educator:** SROs teach students about crime prevention and safety, drug awareness, conflict resolution, and other law-related or legal system topics. They also collaborate with stakeholder groups to provide meaningful programs or curricula.
- **Security and Emergency Manager:** SROs develop and implement emergency preparedness policies, including comprehensive school safety plans, and coordinate with first responders in an emergency. SROs are integral members of a school threat assessment team.

Over the past few years, many jurisdictions across the country and in the state, have significantly decreased the number of SROs in schools. This was especially evident in 2020 after the tragedy in Minneapolis, Minnesota, and the subsequent national conversation about policing practices.

For example, in June 2020, public school officials in St. Paul and Minneapolis, Minnesota voted to stop using school resource officers. In Seattle, the partnership between Seattle Public Schools and Seattle Police Department was scheduled to be suspended for at least one year. In counties across the state of Maryland, proposals were approved to remove police from public schools. Locally, the Phoenix School District decided not to renew its agreement with the city of Phoenix to provide SROs and redirected \$1,200,000 to student and parent initiatives. Then in late 2021, the Tempe Union School District approved a plan to phase out SROs on campus.

However, the school-related violence that erupted in 2022 again sparked a conversation about safe school strategies. According to recent reports, there were 51 school shootings across the United States in 2022 that resulted in 40 fatalities and more than 100 injuries. Although mass violence attacks at schools are statistically rare, their impact far exceeds their occurrences in the communities in which they occur and across the nation. More than ever, communities are calling upon law enforcement to provide or collaborate on safe school environments, and to provide strategies for averting school violence.

Today, jurisdictions across the state and country are responding to this need for partnership and collaboration by employing a combination of strategies including:

- **Single-site SROs:** SROs that are assigned full-time to a single school/site.
- **Multi-site SROs:** Roving SROs that are assigned to a region or series of schools/sites.
- **School-based policing:** Officers assigned to other duties that provide part-time support or serve as visiting instructors, coaches, mentors, and security. These officers may also be integral partners in threat assessment and emergency management teams or provide support and crime prevention for specific events.

The mission of each of these methodologies is to provide ongoing communication between officers, school staff, and youth, leading to improved trust, mutual respect, safer schools, and improved student outcomes.

Staffing Request

Over the past year, QCPD was approached with a request for a full-time SRO at a school that was outside of the current policy. This led to a discussion about the contemporaneousness of the current policy.

Current SRO Policy (Resolution 1131-16)

According to the resolution, the purpose and goals of the policy are to:

- Build relationships with schools in the community.
- Provide a safe learning environment in schools, provide valuable resources to school staff, foster positive relationships with youth, and develop strategies to resolve problems affecting our youth with the objective of protecting every child so they can reach their fullest potential.
- Reduce the need for additional law enforcement resources at high schools.
- Instill a mentoring, educational, and security component at the Town's high schools.
- Have a law enforcement officer trained in the School Resource Officer Program proactively address matters of Town-wide importance in the school system?

The policy further indicates that the placement policy only applies to a “High School” site or facility. Its states that the Town will consider the placement of a School Resource Officer (SRO) at a high school if:

- The conditions demonstrate a need as determined by the Town's law enforcement agency in consultation with Town Management, and/or there is sufficient student population at the school where all grades are being offered in the year of placement of the SRO and the Town's law enforcement agency determines placement is necessary.

Strategic Planning Session

During the February 2023 Strategic Planning Session, Mayor and Council provided direction after an in-depth presentation and discussion regarding the data, methodology, and potential deployment models.

The direction provided was to update the existing resolution and overall policy for funding and deploying school resource officers. The Mayor and Council want to see a strategy based on multiple dimensions of performance and activity. Specifically, they directed staff to make the following changes or additions:

- Remove all references to “high school.”
- Necessitate requesting school sites meet specific conditions outlined by the police department and Town management.
- Use these conditions and data to assess the need for SRO placement and funding levels.
- If the conditions are not met, the school site will be required to fund at 100%.

Resolution Update

Based on the direction of the Mayor and Council, the resolution was updated to include the following statements, conditions, and directions:

- All school sites within the Town may be considered (i.e., within the incorporated Town boundaries).
- The conditions at a requesting school site must demonstrate a need as determined by the Town's law enforcement agency in consultation with Town Management.
- The police department will develop a policy/procedure that provides the scope, methodology, and indicators for the conditions that will identify the need or priority of placement and funding of an SRO position.
- Funding for the program shall be considered on an annual basis by the Town.
- Cost sharing for the SRO position shall be determined based on the conditions enumerated and the evaluation of the indicators set forth in the SRO Policy/Procedure associated with the specific school site.
- If the school site meets or satisfies the required conditions:
 - The Town and the school site shall each pay 50% of the annual recurring operational costs for the School Resource Officer
 - If the Town incurs new one-time costs for capital items (e.g., vehicle, communications, and other equipment), the school shall pay 75% of the capital costs due to capital being stationed at the school for that proportionate amount of time. The Town shall be

responsible for 25% of the capital costs, which is attributed to the amount of time the capital items are placed in service for town-wide use. The Town may consider phasing of payment of the capital cost reimbursement based on the term of the agreement or life cycle of the capital asset(s), whichever comes first.

- If the request involves a multi-site SRO strategy, the Town's percentages will remain the same. The schools' percentages may be divided between the different sites as directed.
- If the school site does not meet or satisfy the required conditions:
 - The school site must pay 100 % of the recurring operational costs.
 - If the Town incurs new one-time costs for capital items (e.g., vehicle, communications, and other equipment), the school must pay 100% of the capital costs. The Town may consider phasing of payment of the capital cost reimbursement based on the term of the agreement or life cycle of the capital asset(s), whichever comes first.
 - If the request involves a multi-site SRO strategy, the costs may be divided between the different sites as directed.
- Regardless of conditions that may be present, the placement of an SRO will be dependent on staffing conditions and availability.

Procedure/Policy

As a companion to the updated resolution, the police department has created a specific procedure (policy) that outlines the process for evaluating the key indicators needed to identify the need or priority of placement and funding. This procedure further outlines the scope or methodology of placement and funding of an SRO position.

Indicators

The police department will evaluate a number of specific circumstances or indicators in order to establish the existing conditions at a particular school site. Data points that will be gathered, reviewed, and compared include:

- Overall number of Calls for Service
- Calls for service priority (e.g., emergency, urgent, routine, etc.)
- Call clustering (i.e., time of day & day of week)
- Number of offense reports, non-offense reports, supplements, etc.
- Types or categories of offense and non-offense reports
- Call for service or case complexity
- Student population
- Campus size or configuration
- Local/surrounding community needs or conditions
- Roadway congestion or traffic volume adjacent to the site
- Type and severity of crimes
- If available, student disciplinary issues (aggregated data; no specific student information)
- Other risk factors

As stated in the procedure, the police department will look at specific information to determine the threats or risk factors that may be present at the school site. This would include a review of specific reports and calls for service categories, including:

- Assault
- Threats
- Subject with a weapon
- Drugs
- Harassment
- DUI
- Disturbances
- Arson
- Fighting

- Missing person(s)
- Court order violations
- Warrant(s)
- Criminal damage
- Sexual crimes
- Trespassing
- Burglary or theft offenses
- Suicide, suicide attempt, or other Mental Health issues

Other information provided by the school site or derived from observations may also be considered:

- Does the school have or plan to implement comprehensive school safety assessments?
- What is the overall school climate? Do students feel comfortable on campus, asking for help, or reporting concerns?
- Does the school have or plan to implement specific campus, building, and classroom security measures?
- Does the school cooperate and coordinate with first responders?
- Does the school conduct drills or exercises?
- Does the school provide mental health resources?

The goal when evaluating and comparing data sets is to determine the workload level, distribution, and complexity. The procedure further explains:

- When gathering and comparing data sets, the evaluation should include at least the most recent school year or the last 12 months of data.
- Partial data sets (less the 12 months) may be considered if the evaluator is able to establish a consistent pattern in the given sample (i.e., a full year may be extrapolated using a given sample).
- Each individual indicator will be tabulated, reviewed, and compared to other school site data (i.e., the various schools within the Town)
- Data not directly related to the given indicators should not be considered.
- Data should be gathered from at least 90% of the schools within the community to serve as a comparison.
- School site data will also be compared to the overall patrol workload and the existing SRO school sites.

Evaluation Process

When an SRO is requested or considered for a specific site or assignment, the police department may begin the assessment process. The police department procedure outlines the specific steps. Once completed, the Chief of Police will provide a recommendation to the Town Manager.

SRO Placement

Staff is recommending that the SRO placement strategies include:

- Single-site SROs: SROs that are assigned full-time to a single school/site.
- Multi-site SROs: Roving SROs that are assigned to a region or series of schools/sites.

Both methodologies may be utilized using the existing funding options previously described. However, it is important to understand that once the SRO has been requested, it may take up to 18 months to hire, train, and deploy a full-time employee (officer).

Fiscal Impact:

The fiscal impact will depend on the deployment or funding option that is selected for the requesting school site. Cost sharing for the SRO position shall be based on the conditions enumerated by the

evaluated indicators associated with the school site.


- If the school site meets or satisfies the required conditions:
 - The Town and the school site shall each pay 50% of the annual recurring operational costs for the School Resource Officer
 - If the Town incurs new one-time costs for capital items (e.g., vehicle, communications, and other equipment), the school shall pay 75% of the capital costs due to capital being stationed at the school for that proportionate amount of time. The Town shall be responsible for 25% of the capital costs, which is attributed to the amount of time the capital items are placed in service for town-wide use. The Town may consider phasing of payment of the capital cost reimbursement based on the term of the agreement or life cycle of the capital asset(s), whichever comes first.
 - If the request involves a multi-site SRO strategy, the Town's percentages will remain the same. The schools' percentages may be divided between the different sites as directed.
 - If a new SRO is deployed under these conditions, the estimated fiscal impact for one FTE would be the following:
 - One time (total): \$133,386
 - Town Portion: \$33,346
 - School Portion: \$100,040
 - Recurring (total): \$176,262
 - Town portion: \$88,131
 - School Portion: \$88,131
- If the school site does not meet or satisfy the required conditions:
 - The school site must pay 100 % of the recurring operational costs.
 - If the Town incurs new one-time costs for capital items (e.g., vehicle, communications, and other equipment), the school must pay 100% of the capital costs. The Town may consider phasing of payment of the capital cost reimbursement based on the term of the agreement or life cycle of the capital asset(s), whichever comes first.
 - If the request involves a multi-site SRO strategy, the costs may be divided between the different sites as directed.
 - If a new SRO is deployed under these conditions, the estimated fiscal impact for one FTE would be the following:
 - One time (total): \$133,386
 - Town Portion: \$0.00
 - School Portion: \$133,386
 - Recurring (total): \$176,262
 - Town portion: \$0.00
 - School Portion: \$176,262

Alternatives:

1. The Town Council may choose to make no changes to the current resolution/policy.
2. The Town Council may direct staff to make additional changes to the resolution/policy.

Attachment(s):

1. [Procedure 41.30 - School Resource Program Funding_.pdf](#)
2. [4893-6504-0988 v4 2023 SRO Policy Resolution_.pdf](#)


	Queen Creek Police Department	Effective: XX/XX/XX
	Procedure: School Resource Program Funding	Procedure: 41.30
Approved By: Chief of Police	Chapter: Patrol	Page: 1 of 5

41.30 Purpose

- A. The Town Council has adopted a specific resolution related to the funding and placement of School Resource Officers employed by the Queen Creek Police Department.
- B. This procedure outlines the process for evaluating the key indicators needed to identify the need or priority of placement and funding.
- C. This procedure further outlines the scope or methodology of placement and funding of an SRO position.

41.30.1 Council Resolution

- A. The Town of Queen Creek will consider the placement of a School Resource Officer (SRO) at a school site within the Town if the conditions demonstrate a need as determined by the Town's law enforcement agency in consultation with Town Management. The police department will develop a policy/procedure that provides the scope, methodology, and indicators for the conditions that will identify the need or priority of placement and funding of an SRO position
- B. Funding for the program shall be considered on an annual basis by the Town. Cost sharing for the SRO position shall be determined based on the conditions enumerated and the evaluation of the indicators associated with the specific school site (as set forth in this procedure).
- C. If the school site meets or satisfies the required conditions:
 - 1. The Town and the school site shall each pay 50% of the annual recurring operational costs for the School Resource Officer
 - 2. If the Town incurs new one-time costs for capital items (e.g., vehicle, communications, and other equipment), the school shall pay 75% of the capital costs due to capital being stationed at the school for that proportionate amount of time. The Town shall be responsible for 25% of the capital costs, which is attributed to the amount of time the capital items are placed in service for town-wide use. The Town may consider phasing of payment of the capital cost reimbursement based on the term of the agreement or life cycle of the capital asset(s), whichever comes first.

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3. If the request involves a multi-site SRO strategy, the Town’s percentages will remain the same. The schools’ percentages may be divided between the different sites as directed.

D. If the school site does not meet or satisfy the required conditions:


1. The school site must pay 100% of the recurring operational costs.
2. If the Town incurs new one-time costs for capital items (e.g., vehicle, communications, and other equipment), the school must pay 100% of the capital costs. The Town may consider phasing of payment of the capital cost reimbursement based on the term of the agreement or life cycle of the capital asset(s), whichever comes first.
3. If the request involves a multi-site SRO strategy, the costs may be divided between the different sites as directed.

E. Regardless of conditions that may be present, the placement of an SRO will be dependent on staffing conditions and availability.

41.30.2 Indicators

- A. The police department will evaluate a number of specific circumstances or indicators in order to establish the existing conditions at a particular school site.
- B. Data points that will be gathered, reviewed, and compared include:

1. Overall number of Calls for Service
2. Calls for service priority (e.g., emergency, urgent, routine, etc.)
3. Call clustering (i.e., time of day & day of week)
4. Number of offense reports, non-offense reports, supplements, etc.
5. Types or categories of offense and non-offense reports
6. Call for service or case complexity
7. Student population
8. Campus size or configuration
9. Local/surrounding community needs or conditions
10. Roadway congestion or traffic volume adjacent to the site
11. Type and severity of crimes

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12. If available, student disciplinary issues (aggregated data; no specific student information)
13. Other risk factors


C. Determining threat or risk factors may include:

1. Review of specific reports and calls for service categories, including:

- a. Assault
- b. Threats
- c. Subject with a weapon
- d. Drugs
- e. Harassment
- f. DUI
- g. Disturbances
- h. Arson
- i. Fighting
- j. Missing person(s)
- k. Court order violations
- l. Warrant(s)
- m. Criminal damage
- n. Sexual crimes
- o. Trespassing
- p. Burglary or theft offenses
- q. Suicide, suicide attempt, or other Mental Health issues

2. Other information provided by the school site or derived from observations:

- a. Does the school have or plan to implement comprehensive school safety assessments?
- b. What is the overall school climate? Do students feel comfortable on campus, asking for help, or reporting concerns?
- c. Does the school have or plan to implement specific campus, building, and classroom security measures?

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- d. Does the school cooperate and coordinate with first responders?
- e. Does the school conduct drills or exercises?
- f. Does the school provide mental health resources?

D. Data Sets

1. The goal when evaluating and comparing data sets is to determine the workload level, distribution, and complexity.
2. When gathering and comparing data sets, the evaluation should include at least the most recent school year or the last 12 months of data.
3. Partial data sets (less the 12 months) may be considered if the evaluator is able to establish a consistent pattern in the given sample (i.e., a full year may be extrapolated using a given sample).
4. Each individual indicator will be tabulated, reviewed, and compared to other school site data (i.e., the various schools within the Town)
5. Data not directly related to the given indicators should not be considered.
6. Data should be gathered from at least 90% of the schools within the community to serve as a comparison.
7. School site data will also be compared to the overall patrol workload and the existing SRO school sites.

41.30.3 Evaluation Process

- A. When an SRO is requested or considered for a specific site or assignment, the police department may begin the assessment process. Steps in the process include:
 1. A proposed evaluation schedule or timeline will be established.
 2. A data set/time period will be selected.
 3. The SRO supervisor will coordinate with QCPD crime/intel section, school site officials, and other stakeholders to gather all data sets and required information.
 4. The Special Operations Lieutenant will coordinate and establish a review committee.

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5. The committee will review, analyze, and compare the data/information and then provide a summary report to the Special Operation Commander.
6. The Special Operations Commander will then provide a recommendation to the Chief of Police.
7. The Chief of Police will review the report and provide a recommendation to the Town Manager.
8. During any stage of the process, the reviewer may send the report back to the committee for further analysis.

41.30.4 SRO Placement

A. SRO placement strategies may include:

1. Single-site SROs: SROs that are assigned full-time to a single school/site.
2. Multi-site SROs: Roving SROs that are assigned to a region or series of schools/sites.

B. Regardless of conditions that may be present, the placement of an SRO will be dependent on staffing conditions and availability.

41.30.5 References

A. RESERVED

RESOLUTION 1519-23

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, ADOPTING A SCHOOL RESOURCE OFFICER POLICY.

WHEREAS, the Town of Queen Creek (“Town”) desires to build upon its existing good relationships with schools in the community; and

WHEREAS, Arizona Revised Statutes § 15-154 provides the ability for schools and school districts to place School Resource Officers in schools in cooperation with local law enforcement agencies, such as the Queen Creek Police Department; and

WHEREAS, the goal of the School Resource Officer Program is to provide a safe learning environment in schools, provide valuable resources to school staff, foster positive relationships with youth, and develop strategies to resolve problems affecting our youth with the objective of protecting every child so they can reach their fullest potential; and

WHEREAS, the Town's School Resource Officer Program has demonstrated a productive positive outcome by significantly reducing the need for additional law enforcement resources at schools within the Town; and

WHEREAS, the Town finds that a School Resource Officer Program is necessary to instill a mentoring, educational, and security component within specified schools within the Town; and

WHEREAS, the Town finds value in providing appropriate support for the School Resource Officer Program to proactively address matters of Town-wide importance in the school systems with the Town.

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

Section 1: That the Town of Queen Creek (“Town”) hereby adopts a policy to consider the placement of a School Resource Officer (“SRO”) at a school site within the Town if the conditions demonstrate a need as determined by the Queen Creek Police Department (“QCPD”) in consultation with the Town Manager. The QCPD will develop a policy and procedures that provides the scope, methodology, and indicators for the conditions that will identify the need or priority of placement and funding of an SRO position (“SRO Policy”).

Section 2: That the SRO Policy will provide that funding for the program shall be considered on an annual basis by the Town. Cost sharing for the SRO position shall be determined based on the conditions enumerated and the evaluation of the indicators set forth in the SRO Policy associated with the specific school site as follows:

A. If the school site meets or satisfies the required conditions:

1. The Town and the school site shall each pay 50% of the annual recurring operational costs for the SRO.
2. If the Town incurs new one-time costs for capital items (e.g., vehicle, communications, and other equipment), the school shall pay 75% of the capital costs due to capital being stationed at the school for that proportionate amount of time. The Town shall be responsible for 25% of the capital costs, which is attributed to the amount of time the capital items are placed in service for town-wide use. The Town may consider phasing of payment of the capital cost reimbursement based on the term of the agreement or life cycle of the capital asset(s), whichever comes first.
3. If the request involves a multi-site SRO strategy, the Town's percentages will remain the same. The schools' percentages may be divided between the different sites as directed.

B. If the school site does not meet or satisfy the required conditions:

1. The school site must pay 100% of the recurring operational costs.
2. If the Town incurs new one-time costs for capital items (e.g., vehicle, communications, and other equipment), the school must pay 100% of the capital costs. The Town may consider phasing of payment of the capital cost reimbursement based on the term of the agreement or life cycle of the capital asset(s), whichever comes first.
3. If the request involves a multi-site SRO strategy, the costs may be divided between the different sites as directed.

Section 3: That the SRO Policy will provide that regardless of conditions that may be present, the placement of an SRO will be dependent on QCPD staffing conditions and availability as determined by the QCPD Chief of Police.

Section 4: Resolution 1131-16 is, and all other resolutions in conflict with the provisions of this Resolution are, hereby repealed as of the effective date of this Resolution.

Section 5: That the Town Manager, QCPD Chief of Police and Town Attorney, as appropriate, are hereby further authorized and directed to take all actions necessary to carry out the final drafting, execution and implementation of the SRO Policy authorized by this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 19th day of April, 2023.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Julia Wheatley, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Bruce Gardner, Town Manager

Dickinson Wright, PLLC
Town Attorneys



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: PAUL GARDNER, UTILITIES DIRECTOR, SCOTT MCCARTY, FINANCE DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF: (1) ORDINANCE 809-23 AMENDING CHAPTER 16 OF THE QUEEN CREEK TOWN CODE BY AMENDING SECTIONS 16-2-9 AND 16-5-3, AND ADDING ARTICLE 16-11 SUSTAINABLE WATER ALLOCATION REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING SEVERABILITY; AND (2) APPROVING THE QUEEN CREEK WATER RESOURCE MANAGEMENT STRATEGY REPORT.

DATE: April 19, 2023

Suggested Action:

To approve: (1) Ordinance 809-23 Amending Chapter 16 of the Queen Creek Town Code by Amending Sections 16-2-9 and 16-5-3, and Adding Article 16-11 Sustainable Water Allocation Regulations; Providing for Repeal of Conflicting Ordinances; and Providing Severability; and (2) Approving the Queen Creek Water Resource Management Strategy Report.

Relevant Council Goal(s):

Secure Future: KRA Environment

Discussion:

Previous Council Direction: As part of a comprehensive approach to Water Resource Management, Council was briefed on the Water Allocation Policy framework at its February 2023 retreat and provided guidance for Staff to prepare documents for Council consideration. In the future, Staff will be reviewing additional water resource management policy discussions with Council.

Queen Creek's buildout water supplies are identified in the 2022 Comprehensive Utility Master Plan and will be sufficient to meet estimated build out demands based upon existing and future land uses. Understanding that future water demands may not replicate past water demands, Queen Creek is updating Town Code, Chapter 16 Utilities, to establish a "Sustainable Water Allocation" for every new non-residential water customer to ensure that the Town has sufficient water resources to provide to every future water customer through buildout, without infringing on existing customers' needs. Policies of this type have been successfully implemented in Chandler and Gilbert and are also under consideration in other municipalities in Arizona.

These new Town Code sections build upon existing Code provisions that require water conservation measures for water customers. Additionally, Queen Creek has implemented many water conservation programs that support its residential water customers. It is anticipated that these new code additions will only impact a few potential large non-residential water users whose water demands could disrupt the delicate balance of water supply and demand for all of Queen Creek. The goal of the policy is to provide the Town with the necessary tools to manage future large volume industrial/commercial water uses. The proposed Code changes will ensure there is sufficient water supplies for industrial/commercial water users before they connect to Queen Creek's water system.

Documents for Council Consideration:

- Water Resources Management Strategy Report (“Report”): The Report, which is an element of the new Town Code Article 16-1, Sustainable Water Allocation Regulations, identifies the base allocation of water for non-residential uses. The Report quantifies the Tier I, or base allocation, Tier 1 expanded allocation, and Tier II allocations. The base allocation, Tier I water use, is set at 60 Acre Feet of annual demand. This allocation is slightly larger than the base allocation used by other municipalities, which Staff feels is appropriate based upon Queen Creek current stage of non-residential development. Staff anticipates that the proposed allocation should be more than adequate to meet the water demands of almost all of the future development within the Queen Creek Water System. The Report also identifies an expanded Tier 1 Allocation which can be allocated to development projects specifically aligning with the Town’s economic development Goals. The Report also outlines the Council priorities that Staff will use to guide any recommendations on the Town’s participation in the acquisition of water for future development projects. The Report will be reviewed and updated periodically as conditions change, or if future updates to the Water Resources Master Plan dictate the need to change allocations based updates to available information. Tier II allocation is set at water use volumes above the Tier I allocations.
- Sustainable Water Allocation Ordinance: This amends Chapter 16, Utilities, of the Town Code by adding Article 16-11, to limit water usage to the Tier I allocation amounts; provide a process for Tier I expanded allocation (if appropriate) under a Sustainable Water Allocation Agreement; and require user acquisition of water resources when use exceeds the Tier I limits (Tier II), as established in the this Report; and define which users the policy applies to. Article 16-11 also provides for enforcement based upon the cost of the excess water if a user that exceeds their allocation amounts and potential termination of water service for multiple exceedances. It also sets forth the requirements and conditions of a Sustainable Water Services Agreement that will be required for any future development that’s annual water use is expected to exceed the established Tier I water allocation.

Fiscal Impact:

The water allocation policy in and of itself does not have any direct financial implications to the Town. The policy, however, protects regular Town water customers (such as residents) from effectively subsidizing the cost of providing water to commercial excessive water users, particularly at location inside the Town’s water service areas but outside the Town’s boundaries and zoning control.

The policy’s main impact is to maintain the status quo as it exists today for water resource balance within the system, limits the future potential for the subsidy of large water user water resource demands on other system customers, and establishes a framework on how a specific project’s water needs, outside of Tier I allocations, can be met.

The Water Resources Management Report identifies the various approaches to the acquisition of water can occur and include:

- Projects can independently acquire the necessary water in sufficient quantity and term as required by the Town and transfer the same to the Town as is necessary. All costs of acquisition and delivery of the water will be the up-front responsibility of the project.
- Projects can utilize the Town to acquire the necessary water in sufficient quantity and term as is necessary. The project and the Town would enter into a repayment agreement which shall include all of the acquisition and related delivery costs and any reasonable administrative fees as determined by the Town. The specific repayment can include and of or combination of the following: up-front payment by the project, annual fixed payments over a specific term, and/or a commodity use allocation based upon a per gallon use of water.

Queen Creek may also elect to participate in water acquisition as required by a specific project, on a case by case basis using the Economic Development Strategic Plan Targeted Sectors as the guide.

Projects that focus on redevelopment, include significant economic & employment opportunities, or are high value projects are all eligible for the allocation of additional water resources through a Tier I Expanded Allocation and/or the Town's participation in the acquisition in some or all of the Tier II Water Allocation needs for the project. The unique direct and indirect impact of each project will be considered as part of any water allocation outside of the base Tier 1 allocation and may include the commissioning of an independent analysis based upon the size and complexity of the project.

Alternatives:

Council may choose not to approve the Town Code amendments and Water Resources Management Report, however, the Town and its customers could be subject to specific water resource cost of large water users. Any project specific water resource costs would become the responsibility of the Town and the entire water system and represent a subsidy from one group of customers to another.

If directed, Staff would work with Council to identify any provisions of the Ordinance and/or Water Resources Management Report that could be amended, removed, or added and bring the item back to Council for future consideration.

Attachment(s):

1. [Ordinance 809-23](#)
2. [Queen Creek Water Resource Management Strategy Report](#)

ORDINANCE NO. 809-23

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA AMENDING CHAPTER 16 OF THE QUEEN CREEK TOWN CODE BY AMENDING SECTIONS 16-2-9 AND 16-5-3, AND ADDING ARTICLE 16-11 SUSTAINABLE WATER ALLOCATION REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING SEVERABILITY

WHEREAS, the Town of Queen Creek has finite water resources; and

WHEREAS, the Town Council has determined that to ensure there is a sustainable water supply for current and future water users, the Town must maintain a dependable water supply; and

WHEREAS, in order to do so, it is necessary to take steps for safeguarding current water users while also providing adequate resources for future customers; and

WHEREAS, potential future large non-residential water users which are disproportionately high volume water demands could disrupt the delicate balance of water supply and demand for all of Queen Creek and its water customers; and

WHEREAS, the Town Council finds that adopting this ordinance assists the Town in managing its current and future water supplies and is in the best interest of the Town and its citizens.

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

Section 1: The Code of Queen Creek, Arizona, Chapter 16 is hereby amended by amending Sections 16-2-9 and 16-5-5, and adding a new Article 11 as follows (deletions in **bold strikethrough** and additions in **bold ALLCAPS**):

Section 16-2-9 Grounds for Refusal of Service

Add: **F. FAILURE TO COMPLY WITH OR VIOLATION OF ARTICLE 16-11.**

Section 16-5-3 Applicability; Conditions for Service

- Amend: A. Domestic water may be supplied by the Town to customers:
(1) UPON the terms and conditions prescribed in this Article, (2) PURSUANT TO ARTICLE 16-11 AND A SUSTAINABLE WATER ALLOCATION AGREEMENT THEREUNDER, and not otherwise.

ARTICLE 16-11 SUSTAINABLE WATER ALLOCATION REGULATIONS

16-11-1 POLICY ESTABLISHED

- (A) THE TOWN OF QUEEN CREEK HAS FINITE WATER RESOURCES.**
- (B) THE WATER ALLOCATION POLICY IMPLEMENTED IN THIS ARTICLE 16-11 WILL ASSIST THE TOWN IN MAINTAINING A SUSTAINABLE WATER SUPPLY FOR EXISTING AND FUTURE WATER USERS.**

16-11-2 DEFINITIONS

- (A) "ALLOCATION" SHALL MEAN THE TOWN'S ACT(S) OF RECORD ALLOCATING WATER IT OWNS OR MAY OWN IN THE FUTURE FOR DELIVERY IN ITS WATER SYSTEM FOR CURRENT AND FUTURE WATER CUSTOMERS. ALLOCATION OF WATER UNDER THIS ARTICLE 16-11 DOES NOT CONVEY ANY RIGHTS TO OTHERS FOR THE USE, OWNERSHIP, OR RESERVATION OF SUCH WATER TO ANY PARTICULAR CUSTOMER BEING SERVED OR POTENTIALLY TO BE SERVED BY THE TOWN'S WATER SYSTEM, OR FOR A DIFFERENT USE.**
- (B) "ANNUAL" OR "ANNUALLY" REFERS TO A CALENDAR YEAR.**
- (C) "APPLICANT" SHALL MEAN THE OWNER, OR OWNER'S AGENT, WHO SUBMITS A WATER SERVICE REQUEST PURSUANT TO THE QUEEN CREEK TOWN CODE CHAPTER 16, FOR A NEW OR CHANGE IN USE.**
- (D) "CHANGE IN USE" SHALL MEAN A USE BY AN EXISTING TOWN WATER CUSTOMER OR ON REAL PROPERTY**

WITHIN THE TOWN'S WATER SERVICE AREA WHICH CAUSES THE WATER USE TO EXCEED TIER I WATER USE ALLOCATION AND BECOME A TIER I EXPANDED WATER USER OR TIER II WATER USER.

- (E) "MULTIPLE AND LARGE METER USERS" OR "MLM USERS" SHALL MEAN WATER USERS ENGAGING IN WATER USES AND NON-IRRIGATION RECLAIMED WATER USES - EXCLUDING WATER METERS CURRENTLY IN SERVICE FOR THE APPLICANT FOR THE SAME USE AND LEVEL OF WATER SERVICE PRIOR TO ENACTMENT OF THIS ORDINANCE, WATER METERS USED SOLELY FOR RESIDENTIAL LAND USE (AS DEFINED IN QUEEN CREEK TOWN CODE SECTION 7-7-3), AND LANDSCAPE WATER METERS, WHICH:**
- (1) USE OR WILL USE WATER SUFFICIENT TO REQUIRE INSTALLATION OF A 3-INCH OR GREATER METER OR ITS EQUIVALENT IN MULTIPLE METERS;**
 - (2) USE OR WILL USE MORE THAN 60 ACRE FEET OF WATER ANNUALLY (53,565 GALLONS PER DAY); OR**
 - (3) REQUIRE OR WILL REQUIRE ONE OR MORE NEW METERS FOR A BUILDING THAT ALREADY HAS WATER SERVICE AND THE COMBINED WATER USE IS OR WILL BE MORE THAN 60 ACRE FEET ANNUALLY (53,565 GALLONS PER DAY).**
- (F) "SUSTAINABLE WATER ALLOCATION APPLICATION" SHALL MEAN THE APPLICATION THAT MUST BE SUBMITTED BY ALL APPLICANTS DESIRING TO BECOME OR ARE A MLM USER.**
- (G) "SUSTAINABLE WATER ALLOCATION AGREEMENT" SHALL MEAN A WRITTEN AGREEMENT THAT HAS BEEN ENTERED INTO BETWEEN THE APPLICANT AND THE TOWN, AS DESCRIBED IN THIS ARTICLE.**

- (H) "TIER I WATER USE ALLOCATION" SHALL MEAN UP TO AN INCLUDING 60 ACRE FEET OF WATER ANNUALLY (53,565 GALLONS PER DAY) PER WATER USE OR USER.**
- (I) "TIER I EXPANDED WATER USE ALLOCATION" SHALL MEAN THE TIER I USE ALLOCATION PLUS UP TO AN ADDITIONAL 40 ACRE FEET OF WATER ANNUALLY, REPRESENTING A TOTAL AMOUNT OF UP TO 100 ACRE FEET ANNUALLY (89,275 GALLONS PER DAY) PER WATER USE OR USER PURSUANT TO A SUSTAINABLE WATER ALLOCATION AGREEMENT ENTERED INTO UNDER SECTION 16-11-5(B).**
- (J) "TIER II WATER" SHALL MEAN WATER THAT THE APPLICANT IS REQUIRED TO ACQUIRED AND HAS TRANSFERRED TO THE TOWN, IN EXCESS OF THE TIER I WATER USE ALLOCATION AND TIER I EXPANDED USE ALLOCATION (IF APPLICABLE), WHETHER THAT WATER IS ACQUIRED DIRECTLY BY APPLICANT OR IS ACQUIRED BY THE TOWN PURSUANT TO THE SUSTAINABLE WATER ALLOCATION AGREEMENT.**
- (K) "TIER II WATER USE ALLOCATION" SHALL MEAN THE TOWN COUNCIL ACCEPTED ALLOCATION OF TIER II WATER TO A MLM USER IN ACCORDANCE WITH THIS ARTICLE AND A SUSTAINABLE WATER ALLOCATION AGREEMENT.**
- (L) "WATER" SHALL MEAN POTABLE AND RECLAIMED WATER SERVED BY THE TOWN FOR ANY USE OTHER THAN FOR LANDSCAPE OR IRRIGATION.**
- (M) "WATER RESOURCE MANAGEMENT STRATEGY REPORT" SHALL MEAN THE PERIODIC REPORT APPROVED BY THE TOWN COUNCIL WHICH DEFINES THE TIER I WATER USE ALLOCATION, OUTLINES THE TOWN'S DEVELOPMENT GOALS, TYPES OF LAND USES TO BE ENCOURAGED BY THE TOWN'S POSSIBLE PARTICIPATION IN THE ACQUISITION OF TIER II WATER, AND THE CRITERIA TO BE CONSIDERED BY**

TOWN STAFF AND THE TOWN COUNCIL IN THE POTENTIAL PARTICIPATION IN THE ACQUISITION OF TIER II WATER TO MLM USERS WHO MAY MEET THE CRITERIA. THOSE CRITERIA SHALL INCLUDE, BUT NOT BE LIMITED TO, THE WATER ACQUISITION AND ALLOCATION, AND ECONOMIC DEVELOPMENT POLICY, GOALS AND STRATEGIES IMPLEMENTED BY THE TOWN.

- (N) "WATER SERVICE REQUEST" SHALL MEAN AN APPLICATION FOR SERVICE UNDER SECTIONS 16-2-7 AND ARTICLE 16-5 OF THE TOWN CODE.**

16-11-3 - APPLICABILITY

- (A) THE WATER USAGE OF ALL MLM USERS IN THE TOWN, OTHER THAN MLM USERS WHO ARE APPROVED IN ACCORDANCE WITH SUBSECTION 16-11-3, ARE LIMITED TO THE THEN-EXISTING TIER I WATER ALLOCATION ACCEPTED BY THE TOWN IN ACCORDANCE WITH THIS ARTICLE 16-11.**
- (B) ALL MLM USERS DESIRING TO EXCEED, OR WHICH ARE DETERMINED BY THE TOWN (EITHER BEFORE OR AFTER INSTALLATION OF A WATER METER OR COMMENCEMENT OF DELIVERY OF WATER) TO BE OPERATING A USE THAT EXCEEDS THE TIER I WATER USE ALLOCATION SHALL ENTER INTO A SUSTAINABLE WATER ALLOCATION AGREEMENT THAT HAS BEEN EXECUTED BY THE APPLICANT AND APPROVED BY THE TOWN.**
- (C) MLM USERS MAY ONLY EXCEED THE TIER I WATER USE ALLOCATION THEN EXISTING, IF AND WHEN THE TOWN, IN ITS SOLE DISCRETION, SPECIFICALLY GRANTS A WATER USE ALLOCATION IN ACCORDANCE WITH THIS CHAPTER AND PURSUANT TO A SUSTAINABLE WATER ALLOCATION AGREEMENT.**

16-11-4 - SUSTAINABLE WATER ALLOCATION AGREEMENT APPLICATION

- (A) ALL MLM USERS SHALL SUBMIT A SUSTAINABLE WATER ALLOCATION AGREEMENT APPLICATION TO THE TOWN PRIOR TO RECEIVING WATER.**
- (B) THE SUSTAINABLE WATER ALLOCATION AGREEMENT APPLICATION SHALL IDENTIFY THE TYPE OF WATER USE, THE SIZE OF THE STRUCTURES IN THE DEVELOPMENT AND/OR INVOLVED IN THE USE, ANNUAL AND MONTHLY WATER USE, AND THE PHASING OF DEVELOPMENT IF APPLICABLE.**
- (C) THE INFORMATION PROVIDED BY THE APPLICANT IN THE SUSTAINABLE WATER ALLOCATION AGREEMENT APPLICATION SHALL BE USED TO CALCULATE THE APPLICANT'S TIER I WATER USE ALLOCATION AND THE APPLICATION OF THE PROVISIONS OF SECTION 16-11-5.**

16-11-5 - TOWN REVIEW OF SUSTAINABLE WATER ALLOCATION APPLICATIONS

- (A) SUBJECT TO SUBSECTIONS CHAPTER 16-11-5(B) AND (C), THE TOWN WATER RESOURCES MANAGER SHALL REVIEW AND THE TOWN MANAGER MAY RECOMMEND A SUSTAINABLE WATER ALLOCATION AGREEMENT APPLICATION AS PROVIDED IN THIS ARTICLE.**
- (B) THE TOWN MANAGER, IN CONSIDERATION OF A RECOMMENDATION BY THE TOWN WATER RESOURCE MANAGER, WILL DETERMINE IN THEIR SOLE AND ABSOLUTE DISCRETION WHETHER, BASED ON THE MOST RECENT WATER RESOURCE MANAGEMENT STRATEGY REPORT, A PARTICULAR MLM USER'S DEVELOPMENT OR CHANGE IN USE MAY BE ELIGIBLE FOR THE APPLICATION OF A TIER I EXPANDED USE ALLOCATION, AND IF SO, HOW MUCH TIER I EXPANDED WATER USE ALLOCATION THE**

TOWN MAY PROVIDE TO THE DEVELOPMENT, AND ON WHAT TERMS TO BE INCLUDED IN THE SUSTAINABLE WATER ALLOCATION AGREEMENT. UNLESS TIER II WATER IS ALLOCATED TO THE DEVELOPMENT, THE TOWN MANAGER SHALL HAVE THE AUTHORITY TO ENTER INTO A SUSTAINABLE WATER ALLOCATION AGREEMENT AS PROVIDED IN THIS ARTICLE.

(C) TIER II WATER ALLOCATION DETERMINATION.

(1) THE TOWN COUNCIL, IN CONSIDERATION OF A RECOMMENDATION BY THE TOWN MANAGER, WILL DETERMINE IN ITS SOLE AND ABSOLUTE DISCRETION WHETHER, BASED ON THE MOST RECENT WATER RESOURCE MANAGEMENT STRATEGY REPORT, IF A PARTICULAR MLM USER'S DEVELOPMENT OR CHANGE IN USE MAY BE ELIGIBLE FOR THE TOWN'S PARTICIPATION IN THE ACQUISITION OF TIER II WATER, AND IF SO, HOW MUCH TIER II WATER THE TOWN MAY PARTICIPATE IN FOR THE DEVELOPMENT, AND ON WHAT TERMS TO BE INCLUDED IN THE SUSTAINABLE WATER ALLOCATION AGREEMENT.

(2) TO THE EXTENT THE TOWN COUNCIL DETERMINES THAT IT WILL NOT PARTICIPATE IN THE ACQUISITION OF TIER II WATER, THE MLM USER MUST PURCHASE AT ITS SOLE EXPENSE TIER II WATER, IF AVAILABLE, IN ORDER TO CONTINUE WITH THE WATER SERVICE REQUEST FOR ITS PLANNED DEVELOPMENT OR CHANGE IN USE, WHICH ACQUISITION SHALL BE DOCUMENTED IN THE SUSTAINABLE WATER ALLOCATION AGREEMENT.

(D) PRIOR TO AUTHORIZING THE INSTALLATION OF ANY WATER METERS OR CHANGE IN USE FOR A MLM USER DESIRING TO EXCEED THE TIER I WATER USE ALLOCATION, THE TOWN AND THE MLM USER SHALL

ENTER INTO A SUSTAINABLE WATER ALLOCATION AGREEMENT IN A FORM APPROVED BY THE TOWN. THE SUSTAINABLE WATER ALLOCATION AGREEMENT SHALL INCLUDE THE FOLLOWING PROVISIONS:

- (1) TERM OF THE AGREEMENT AND TERMS FOR RENEWAL.**
 - (2) TOWN'S DETERMINATION REGARDING THE WATER USE ALLOCATION THAT WILL BE PERMITTED PURSUANT TO THE SUSTAINABLE WATER ALLOCATION AGREEMENT.**
 - (3) TERMS AND CONDITIONS FOR THE PURCHASE OF WATER RESOURCES NECESSARY FOR DELIVERY OF WATER UNDER THE SUSTAINABLE WATER ALLOCATION AGREEMENT.**
 - (4) TERMS AND CONDITIONS THAT THE PURCHASED WATER SUPPLY WILL MEET ALL THE REQUIREMENTS FOR THE TOWN TO QUALIFY FOR OR MAINTAIN A DESIGNATION OF ASSURED WATER SUPPLY AS OUTLINE IN THE ARIZONA GROUNDWATER MANAGEMENT ACT.**
 - (5) OTHER TERMS AND CONDITIONS DEEMED NECESSARY BY THE TOWN IN ORDER TO ALLOW FOR THE ALLOCATION OF TIER II WATER UNDER THE SUSTAINABLE WATER ALLOCATION AGREEMENT.**
- (E) ALL TIERS OF WATER ARE LINKED TO THE WATER METER AND SPECIFIC USE AT THE SITE AS SPECIFIED IN THE SUSTAINABLE WATER ALLOCATION AGREEMENT, AND ANY RIGHTS UNDER A SUSTAINABLE WATER ALLOCATION AGREEMENT CANNOT BE ASSIGNED, LEASED, TRANSFERRED OR JOINED WITH ANOTHER USE WITHOUT PRIOR SUBMITTAL OF A SUSTAINABLE WATER ALLOCATION**

APPLICATION AND WRITTEN AUTHORIZATION BY THE TOWN AND CORRESPONDING AMENDMENT OF THE SUSTAINABLE WATER ALLOCATION AGREEMENT OR EXECUTION OF A NEW SUSTAINABLE WATER ALLOCATION AGREEMENT.

16-11-6 – RATES FOR WATER

EXCEPT AS SET FORTH IN A SUSTAINABLE WATER ALLOCATION AGREEMENT, ALL USERS SHALL PAY THE RATES FOR DELIVERY OF WATER ESTABLISHED BY THE TOWN COUNCIL, WHICH MAY BE AMENDED FROM TIME TO TIME, PURSUANT TO SECTION 16-5-13 OF THE TOWN CODE, OR AS OTHERWISE ALLOWED BY LAW AND APPROVED BY THE TOWN COUNCIL.

16-11-7 ENFORCEMENT FOR EXCEEDING THE ANNUAL SUSTAINABLE WATER USE ALLOTMENT

(A) THE TOWN WATER RESOURCES MANAGER SHALL PERIODICALLY REVIEW EACH MLM USER'S WATER USAGE, OR ANTICIPATED USE, BASED ON A CALENDAR YEAR (OR APPLICABLE PORTION THEREOF). A MLM USER WHOSE WATER USAGE IS DETERMINED TO BE IN EXCESS OF THE AMOUNT SET FORTH IN THE SUSTAINABLE WATER ALLOCATION AGREEMENT SHALL BE SUBJECT TO THE FOLLOWING ENFORCEMENT:

(1) FIRST EXCEEDANCE - THE MLM USER MUST IMMEDIATELY REDUCE THE AMOUNT OF WATER IT USES TO THE AMOUNT SET FORTH IN THE SUSTAINABLE WATER ALLOCATION AGREEMENT AND MUST SUBMIT A WRITTEN WATER USE REDUCTION PLAN IN A FORM AND SUBSTANCE ACCEPTABLE TO THE TOWN WITHIN 30 DAYS FOLLOWING WRITTEN REQUEST BY THE TOWN. FAILURE TO COMPLY WITH THE FOREGOING SHALL BE DEEMED A SECOND EXCEEDANCE.

- (2) **SECOND EXCEEDANCE - THE MLM USER MUST IMMEDIATELY REDUCE THE AMOUNT OF WATER IT USES TO THE AMOUNT SET FORTH IN THE SUSTAINABLE WATER ALLOCATION AGREEMENT, THE TOWN MAY ACQUIRE OR UTILIZE WATER CREDITS OR OTHER AVAILABLE WATER RESOURCES TO OFFSET THE EXCEEDANCE BY THE MLM USER. THE MLM USER SHALL REIMBURSE THE TOWN FOR ALL REASONABLE COSTS FOR THE WATER EXCEEDANCE BY THE MLM USER. FAILURE TO COMPLY WITH THE FOREGOING SHALL BE DEEMED A THIRD EXCEEDANCE.**
- (3) **THIRD EXCEEDANCE - THE MLM USER MUST IMMEDIATELY REDUCE THE AMOUNT OF WATER IT USES TO THE AMOUNT SET FORTH IN THE SUSTAINABLE WATER ALLOCATION AGREEMENT, THE TOWN MAY ACQUIRE OR UTILIZE WATER CREDITS OR OTHER AVAILABLE WATER RESOURCES TO OFFSET THE EXCEEDANCE BY THE MLM USER. THE MLM USER SHALL REIMBURSE THE TOWN FOR ALL REASONABLE COSTS FOR THE WATER EXCEEDANCE BY THE MLM USER. THE TOWN MAY IN ADDITION THERETO, IN ITS DISCRETION, TERMINATE THE MLM USER'S SUSTAINABLE WATER ALLOCATION AGREEMENT AND LOCK OR REMOVE THE MLM USER'S WATER METERS AND/OR SEEK TO ENFORCE ANY OR ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY (INCLUDING EXPEDITED EQUITABLE RELIEF).**

Section 2: All ordinances and resolutions, and parts of ordinances or resolutions in conflict with the provisions of this Ordinance or any part of the Town Code adopted herein are hereby repealed as of the effective date of this Ordinance.

Section 3: If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of this additional or modification adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of

competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4: The Town Clerk is hereby directed to publish this adopting ordinance in full and at least one paper copy and one electronic copy of this Ordinance is to be filed with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 5th day of April 2023.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Julia Wheatley, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Bruce Gardner, Town Manager

Dickinson Wright, LLC
Attorneys for the Town

Queen Creek Water Resource Management Strategy Report

Background

As the water provider and platting authority, the Town of Queen Creek has significant responsibility and authority to guide responsible water stewardship and land uses. Recognizing that land and water resources are finite in nature, Queen Creek plans for their productive, conjunctive uses to ensure orderly and long-lasting development within the Town. This Water Resource Management Strategy outlines Queen Creek's steps for safeguarding current water users while also providing adequate resources for future customers.

Queen Creek's Framework

Queen Creek's buildout water supplies are identified in the 2022 Comprehensive Utility Master Plan ("Master Plan") and will be sufficient to meet estimated build out demands based upon existing and future land uses. Understanding that future water demands may not replicate past water demands, Queen Creek will/has updated its Town Code establishing a "Water Use Allocation" for every new non-residential water customer to ensure that the Town has sufficient water resources to provide to every future water customer through buildout, without infringing on existing customers' needs. These Code sections build upon existing Code provisions that require water conservation measures for residential and non-residential customers. Additionally, Queen Creek has implemented many water conservation programs that support both residential and non-residential customers. The Code additions are intended to impact only those future large non-residential water users whose water demands could disrupt the delicate balance of water supply and demand for all of Queen Creek and its water customers.

Queen Creek's Sustainable Water Allocation Policy - Two Tiers

- Tier I Water sets the Water Use Allocation for non-residential customers using 60 Acre Feet of water annually (53,565 Gallons Per Day). It is estimated that nearly all new developments will be able to operate under the Tier I Water allocation. For the rare instance in which a proposed development needs more than Tier I water, Tier II Water could be available.
- Tier I Expanded Water Use Allocation increases the Tier I allocation by up to an additional 40 Acre Feet of Water annually, representing a total amount of up to 100 Acre Feet annually (89,275 Gallons Per Day) per water use or user. Town staff shall have the discretion to apply this allocation to specific projects consistent with the Towns adopted Economic Development Strategic Plan.
- Tier II Water is water that is available on the open market, should Tier I water not be sufficient or available for the proposed development. Queen Creek may assist the proposed customer in identifying sources of supply for the customer to acquire and contractually transfer to Queen Creek, through the Sustainable Water Agreement, to meet the user's demand above Tier I water supplies allocated to the user.

All Tiers of water are linked to the water meter and specific use at the site as specified in the Sustainable Water Service Agreement and cannot be transferred or joined with another use without authorization by Queen Creek.

Tier II Water Acquisition Approach

Any development that requires Tier II water can pursue any of the following options or combination thereof:

Independently acquire the necessary Tier II water in sufficient quantity and term as required by the Town and transfer the same to the Town as is necessary. All costs of acquisition and delivery of the water will be the up-front responsibility of the project.

Make a request of the Town to acquire the necessary Tier II water in sufficient quantity and term as is necessary. The project and the Town, at the sole discretion of the Town, may enter into a repayment agreement which shall include all of the acquisition and related delivery costs and any reasonable administrative fees as determined by the Town. The specific repayment can include and of or combination of the following: up-front payment by the project, annual fixed payments over a specific term, and/or a commodity use allocation based upon a per gallon use of water.

Queen Creek may elect to participate, to some degree or another, in Tier II Water acquisition as required by a specific project on a case by case basis using the Key Industries of Focus as the guide, as discussed below.

Queen Creek's Key Industries of Focus

Through the General Plan, economic development priorities outlined in the Economic Development Strategic Plan and other planning documents, Queen Creek has outlined its key industries of focus. The Water Resource Management Strategy supports and aligns with these goals through the allocation of Tier I Expanded Water Allocation or the possible participation in the acquisition of Tier II water based upon consideration of the following areas:

1. **Redevelopment-** As portions of Queen Creek age, they can become underutilized for employment, recreational or social benefits to the community. While Tier I water supplies will be sufficient for existing as well as most future uses, an existing site may need additional water to support a new use that presents additional employment, recreational or social benefits in excess of the previous use. Tier I Expanded Water Allocation or Tier II water acquisition participation may be elected by Queen Creek, at its discretion, for opportunities that provide a substantial economic, recreational or social benefit in exceedance of the investment.
2. **Economic Development & Employment - High wage, employment** is the focus of this goal. Nearly all expected employment uses will have sufficient water dedicated from Tier I. However, in the instance of a new use that provides high wage jobs and a significant level of capital investment in one of the Town's Economic Development Targeted Sectors (Advanced Manufacturing, Agritainment/Destination Tourism, IT/Software, Healthcare and Business Services) and require more water Tier II water acquisition participation may be elected by Queen Creek, at its discretion, for opportunities that provide continued, long term benefits in exceedance of the investment.
3. **High Value Projects -** Projects that fall within the targeted sectors as outlined in the Economic Development Strategic Plan or meet a specific priority as identified by the Town Council, and will

bring significant levels of capital investment, jobs, wages, and/or regional/national benefits to the community, and that require a Tier I Expanded Water Use Allocation or Tier II Water Allocation, will be evaluated for the impacts on Queen Creek and the local economy. Depending upon the scope and scale of the project, an independent fiscal and economic analysis may be utilized to comprehensively review the project's impacts and to guide the Town in determining if and how much Tier II water acquisition participation will be elected for strategic opportunities that will provide continued, long term benefits and a significant return on investment to the community. This evaluation may include the use of consultants and/or economic models that evaluate the project's impacts, including but not limited to: additional direct revenues to be generated, secondary revenues from support businesses and the employed labor force, and quantification of general goodwill, prestige, and other benefits the project would bring to the community. The Town Manager shall consider this evaluation in making the determination on Tier I Expanded Water Use Allocation. This evaluation will be used to support the recommendation of the Town Manager to the Council in making its determination on the Town's participation in or offset of the costs related to Tier II Water that is required by the project. Each project will have its own set of unique circumstances, costs and benefits which the Council can consider in the approval of any participation by the Town in the acquisition of Tier II Water.

Queen Creek's Sustainable Water Allocation Policy provides a strong foundation for continued growth. It supports the three focus areas of Prosperous Community, Strong Economy and Exceptional Built Environment by providing water assurance for the long term.



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: DAVE LIPINSKI, PE, CIP DEPARTMENT DIRECTOR, SCOTT MCCARTY, FINANCE DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF \$27.7 MILLION IN PARKS SUPPLEMENTAL FUNDING TO FUND PHASE 1 OF THE PARKS MASTER PLAN AS RECOMMENDED BY THE BUDGET COMMITTEE, AMENDMENT TO DELEGATION RESOLUTION #1488-22 AND TOTAL PROJECT BUDGET FOR MANSEL CARTER OASIS PARK PHASE 2 (CIP PROJECT NO. P0615), AMENDMENT TO DELEGATION RESOLUTION #1466-22 AND TOTAL PROJECT BUDGET FOR FRONTIER FAMILY PARK (CIP PROJECT NO. P0625), AMENDMENT TO DELEGATION RESOLUTION #1501-22 AND TOTAL PROJECT BUDGET FOR THE AQUATIC/MULTI-GENERATIONAL CENTERS (CIP PROJECT NO. RQ030), 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 CONSTRUCTION AND COMPLETION OF THE PROJECTS; AND THE NECESSARY BUDGET ADJUSTMENTS.

DATE: April 19, 2023

Suggested Action:

To approve \$27.7 million in parks supplemental funding to fund Phase 1 of the Parks Master Plan as recommended by the Budget Committee, Amendment to Delegation Resolution #1488-22 and total project budget for Mansel Carter Oasis Park Phase 2 (CIP Project No. P0615), Amendment to Delegation Resolution #1466-22 and total project budget for Frontier Family Park (CIP Project No. P0625), Amendment to Delegation Resolution #1501-22 and total project budget for the Aquatic/Multi-Generational Centers (CIP Project No. RQ030), 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 construction and completion of the projects; and the necessary budget adjustments.

Relevant Council Goal(s):

Superior Infrastructure – Capital Improvement Program

Discussion:

See attached staff report.

Alternatives:

See attached staff report.

Attachment(s):

1. [Delegation Resolution Amendment Frontier Family Park and Mansel Carter Oasis Park Staff Report](#)

2. P0625 Project Site Exhibit
3. Amendment #2 Delegation Resolution #1488-22-Exhibit 1
4. Amendment #2 Delegation Resolution #1466-22-Exhibit 1
5. Amendment #1 Delegation Resolution #1501-22-Exhibit 1
6. Parks Master Plan, Phase 1 Presentation



Requesting Department:

CIP Department

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER,

**FROM: DAVE LIPINSKI, PE, CIP DIRECTOR
SCOTT MCCARTY, FINANCE DIRECTOR**

RE: Consideration and possible approval of \$27.7 million in parks supplemental funding to fund Phase 1 of the Parks Master Plan as recommended by the Budget Committee, Amendment to Delegation Resolution #1488-22 and total project budget for Mansel Carter Oasis Park Phase 2 (CIP Project No. P0615), Amendment to Delegation Resolution #1466-22 and total project budget for Frontier Family Park (CIP Project No. P0625), Amendment to Delegation Resolution #1501-22 and total project budget for the Aquatic/Multi-Generational Centers (CIP Project No. RQ030), 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 construction and completion of the projects; and the necessary budget adjustments.

DATE: Apr 19, 2023

Suggested Action:

Staff recommends approval of \$27.7 million in parks supplemental funding as recommended by the Budget Committee, Amendment to Delegation Resolution #1488-22 and total project budget for Mansel Carter Oasis Park Phase 2 (CIP Project No. P0615), Amendment to Delegation Resolution #1466-22 and total project budget for Frontier Family Park (CIP Project No. P0625), Amendment to Delegation Resolution #1501-22 and total project budget for the Aquatic/Multi-Generational Centers (CIP Project No. RQ030), 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 construction and completion of the projects; and the necessary budget adjustments.

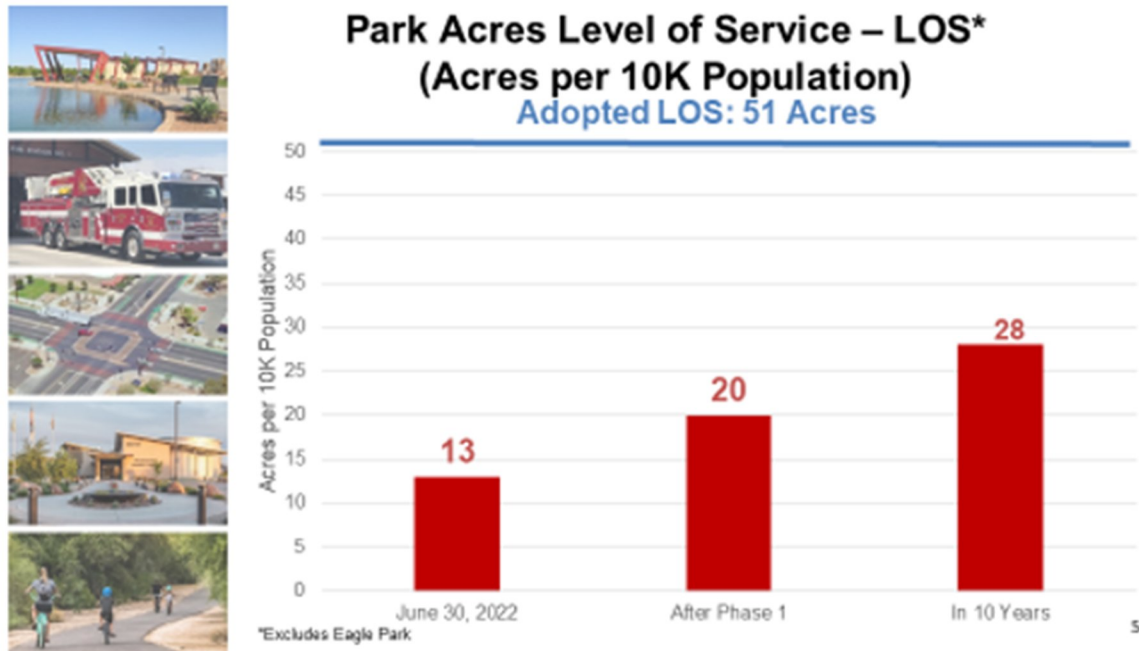
Relevant Council Goal(s):

Superior Infrastructure – Capital Improvement Program

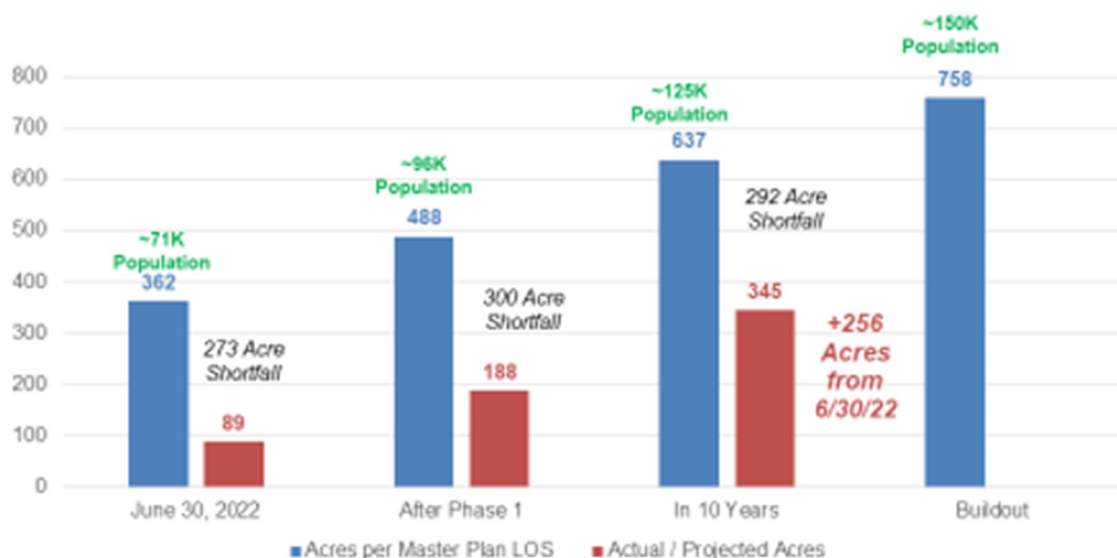
Discussion:

In December 2021, the Town Council approved moving forward with Phase I of the Parks Master Plan at an estimated cost of \$141 million.

The objective of constructing 99 new parks acres in Phase 1 was to increase the Town’s parks level of service, bringing it closer to the adopted level of service. Via the adopted Parks Master Plan, the Town Council has an adopted level of service of 51 parks acres per 10K of population. The two charts below show that the Town is significantly deficient in meeting this level of service goal.



Parks Master Plan: Parks Level of Service Shortfall*



*Master Plan Level of Service is 51 Acres per 10K Population, Calculations Exclude Eagle Park

In December of 2021, when Phase 1 was approved by the Town Council, Town staff was concerned about rising interest rates in the bond market that would affect the annual debt costs. As a result, it was Town staff's recommendation to issue debt as soon as possible, even though the cost estimates were very preliminary. In June 2022, the Town issued \$115M in bonds for these projects.

Since that time, staff has worked diligently with design teams and contractors to keep the costs of the projects down while completing the designs and coming up with final cost estimates. However, the current construction environment has been challenging due to record inflation, higher construction worker wages, and supply chain and long-lead issues. Also, certain design elements were more expensive than originally estimated. For example, the additional concrete and materials required for tennis and pickleball courts have contributed to a higher per-acre cost than the original estimate that was based on mostly grass fields and ballparks.

To mitigate the increased costs from the December, 2021 initial estimates, Town staff has worked to "value engineer" (VE) the projects, i.e., change designs and materials and reduce or eliminate features to bring the costs down without sacrificing the program features that help meet the levels of service identified in the approved 2018 Parks and Recreation Master Plan. The cost reductions realized through the VE process total \$4M.

Despite this effort, a \$27.7M funding shortfall exists and was discussed with the Budget Committee on April 10th. The original shortfall presented to the Budget Committee was \$27M but, during discussion, \$0.7M was approved to be added back for shade structures and seating near the tennis and pickleball courts at both Mansel Carter and Frontier Family parks. The Budget Committee expressed concern that not having these amenities would generate complaints from residents on the first day the parks are opened, and that adding them later would end up costing more in the long run.

The \$27.7M shortfall is the result of higher than expected inflation and a limitation of the amount of impact fees that can be used to assist in paying for Frontier Family park.

In order to keep the openings of all four facilities on schedule, a decision regarding this shortfall must be made by April 30th and communicated to the contractors. Frontier Family Park is scheduled to be completed in January 2024 and Mansel Carter Oasis Park Phase 2 is anticipated to be completed in March 2024. The Aquatic/Multi-Generational Center is expected to be completed in October 2024.

As a result, the following two policy issues were discussed, and approved, by the Budget Committee:

1. Increase funding for Phase 1 of the Parks Master plan by \$27.7M and build the projects approved by the Town Council in December 2021; and
2. Fund the increase using \$6M of investment income from the bond proceeds and a \$21.7M bond issue.

Fiscal Impact:

The schedule below shows the updated funding for Phase 1 totaling \$158.7M.

Parks Funding (Phase 1): Updated

	Mansel Carter Park (Phase 2)	Frontier Family Park	Aquatic / Rec Centers	Total
Bond Issue #1	\$9M	\$41M	\$65M	\$115M
Bond Issue #2 (Budget Committee*)	<u>\$3.3M</u>	<u>\$15.4M</u>	<u>\$3M</u>	<u>\$21.7M</u>
Total Bond Issue	\$12.3M	\$56.4M	\$68M	\$136.7M
Investment Income	N / A	\$6M	N / A	\$6M
Impact Fees	N / A	\$11M	N / A	\$11M
Water / Wastewater	<u>N / A</u>	<u>\$5M</u>	<u>N / A</u>	<u>\$5M</u>
Total Funding (Updated)	\$12.3M	\$78.4M	\$68M	\$158.7M

* Includes \$0.7M in additional funding approved by the Budget Committee for shade and seating.

The Town issued \$115M in bonds in June 2022 for the projects and the debt service costs are being paid by the Operating Budget. Debt service associated with the additional \$21.7M shortfall is estimated to be \$1.3M annually and will be paid by the Operating Budget as well. The use of impact fees is limited to \$11M. These fees can only pay for up to 30 acres, based on the manner in which the fees were calculated and established.

In addition to approving the supplement funding discussed above, the Town Council will need to amend the Delegation Resolutions that have previously been approved for the projects (DR#1488-22, DR#1466-22, and DR#1501-22). Approval will also require adjustments to the FY 22-23 CIP project budgets. The following table summarizes the Delegation Resolution and project budget adjustments required:

Project	DR # / Project #	Original Cost	With Shade & Seating	
			Updated Cost	Adjustment
Mansel Carter Park	1488-22 / P0615	\$ 9,000,000	\$ 12,501,000	\$ 3,501,000
Frontier Family Park	1466-22 / P0625	67,000,000	78,230,000	11,230,000
MG/Aquatic Center	1501-22 / RQ030	65,000,000	68,000,000	3,000,000
		\$ 141,000,000	\$ 158,731,000	\$ 17,731,000

Alternatives:

If the Town Council does not approve some amount of supplemental funding, then the projects will need to be scaled back to the original, approved amount. The smaller the amount of supplement funding approved, the larger the program reductions will need to be for the projects. These reductions would include eliminating baseball fields, pickleball

courts, multi-use fields, playgrounds, ramadas, recreation center floor and gym space, and removing swimming pools & other aquatic structures.

Attachments:

1. Project Site Exhibit
2. Amendment #2 to Delegation Resolution #1488-22 - Exhibit 1
3. Amendment #2 to Delegation Resolution #1466-22 - Exhibit 1
4. Amendment #1 to Delegation Resolution #1501-22 - Exhibit 1
5. Powerpoint Presentation

P0625 – Frontier Family Park Site Location
Exhibit 2



RESOLUTION NO 1488-22. (AMENDMENT #2)

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING RESOLUTION 1488-22 AND 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 AGREEMENTS RELATED TO THE P0615 MANSEL CARTER OASIS PARK PHASE 2.

WHEREAS, the Town Council finds that it is in the interest of the Town to enter into Contracts and/or Agreements to complete the P0615 Mansel Carter Oasis Park Phase 2 (the “Project”), as more specifically described in the Staff Report presented to the Council in support of this Resolution, and the summary of items included in the Project set forth in Exhibit 1 attached hereto, both of which are incorporated herein by this reference; and

WHEREAS, Article 5 of the Town’s Procurement Policy authorizes that Town Council to delegate signature authority to the Town Manager and/or Department Director for certain contracts related to the 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 in Resolution 1488-22 establishing the project budget on September 7, 2022 and Amendment #1 on October 19, 2022; approving completion of the P0615 Mansel Carter Oasis Park Phase 2; and approving 1459-22 adopting the FY2023 budget.

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

- Section 1:** That the total Resolution amount is amended and the total authorized budget amount for the Project is amended and hereby affirmed to be \$12,501,000.
- Section 2:** That the Town Manager has the authority to sign and enter into, on the Town’s behalf, individual contracts, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.
- Section 3:** That the Capital Improvement Projects 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 budget amount, for the completion of the Project.
- Section 4:** That the Town Manager, Capital Improvements Projects 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 Project is 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 the Town of Queen Creek, Arizona, this 19th day of April, 2023.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Julia Wheatley, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Bruce Gardner, Town Manager

Dickinson Wright, PLLC
Town Attorneys

Resolution #1488-22 (AMENDMENT #02)
Exhibit 1

P0615 Mansel Carter Oasis Phase 2		Estimated Cost	10% Contingency	Extended Cost
CONSTRUCTION	Preconstruction Services	\$105,000.00	\$0.00	\$105,000.00
	Park Construction	\$12,396,000.00	\$0.00	\$12,396,000.00
	Proposed Construction Subtotal			
MISC. EXPENSES				
	Proposed Misc. Expense Subtotal:			
	<i>Total Project Budget</i>			<i>\$12,501,000</i>
	Total Amended Delegation Resolution			\$12,501,000

RESOLUTION NO 1466-22. (AMENDMENT 2)

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING RESOLUTION No 1466-22 AND 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 AGREEMENTS RELATED TO THE FRONTIER FAMILY PARK, CIP Project No. P0625.

WHEREAS, the Town Council finds that it is in the interest of the Town to enter into Contracts and/or Agreements to complete the Frontier Family Park, CIP Project No. P0625 (the “Project”), as more specifically described in the Staff Report presented to the Council in support of this Resolution, and the summary of items included in the Project set forth in Exhibit 1 attached hereto, both of which are incorporated herein by this reference; and

WHEREAS, Article 5 of the Town’s Procurement Policy authorizes that Town Council to delegate signature authority to the Town Manager and/or Department Director for certain contracts related to the 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 in Resolution 1466-22 establishing the project budget on June 1, 2022 and Amendment #1 on July 20, 2022; and approving 1459-22 adopting the FY2023 budget.

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

- Section 1:** That the total Resolution amount is amended and the total authorized budget amount for the Project is amended and hereby affirmed to be \$78,230,000.
- Section 2:** That the Town Manager has the authority to sign and enter into, on the Town’s behalf, individual contracts, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.
- Section 3:** That the Capital Improvement Projects 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 budget amount, for the completion of the Project.
- Section 4:** That the Town Manager, Capital Improvements Projects 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 Project is 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 the Town of Queen Creek, Arizona, this 19th day of April, 2023.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Julia Wheatley, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Bruce Gardner, Town Manager

Dickinson Wright, PLLC
Town Attorneys

Resolution # 1466-22 Amendment #2

Exhibit 1

P0625 - Family Frontier Park		Estimated Cost	10% Contingency	Extended Cost
PARK				
DESIGN	Design Services from 60 - Final Design	\$1,397,563	\$139,756	\$1,537,319
	Post Design Services	\$353,811	\$35,381	\$389,192
	Design Subtotal:	\$1,395,500	\$175,137	\$1,926,511
CONSTRUCTION	CMAR - Pre Construction Services	\$1,769,205	\$176,921	\$1,946,126
	GMP - 1	\$15,506,360	\$1,550,636	\$17,056,996
	GMP - 2 Long Lead items	\$7,872,586	\$787,259	\$8,659,845
	GMP - 2 CMAR	\$28,988,765	\$2,898,877	\$31,887,642
	Public Outreach	\$4,545	\$455	\$5,000
	Archeoological	\$39,267	\$3,927	\$43,194
	Quality Assurance Testing	\$92,791	\$9,279	\$102,070
	Construction Subtotal	\$54,273,519	\$5,427,352	\$59,700,871
LAKE				
CONSTRUCTION	WA352 - Lake Construction	\$2,272,727	\$227,273	\$2,500,000
	Proposed Construction Subtotal	\$2,272,727	\$227,273	\$2,500,000
	LAKE BUDGET REQUESTED UNDER RESOLUTION #1466-22 AMENDMENT 1	\$2,272,727	\$227,273	\$2,500,000
WATER & WASTEWATER INFRASTRUCTURE				
CONSTRUCTION	WA350 - Water Lines	\$545,455	\$54,545	\$600,000
	WA351 - Well	\$1,590,909	\$159,091	\$1,750,000
	WW350 - Sewer Lines	\$545,455	\$54,545	\$600,000
	Proposed Construction Subtotal	\$2,681,818	\$268,182	\$2,950,000
DRAINAGE & TRANSPORTATION				
CONSTRUCTION	Signal Butte Road	\$ (849,380.91)	\$ (84,938.09)	\$ (934,319.00)
	Ryan Road	\$ (707,114.55)	\$ (70,711.45)	\$ (777,826.00)
	220th Street	\$ (417,313.64)	\$ (41,731.36)	\$ (459,045.00)
		\$ (1,973,809.09)	\$ (197,380.91)	\$ (2,171,190.00)
PARK				
CONSTRUCTION	GMP - 3 CMAR	\$ 10,491,019.00	\$ 1,049,101.90	\$ 11,540,120.90
	Construction Management	\$909,091	\$ 90,909.10	\$ 1,000,000.10
	Owner's Contingency	\$ 1,491,045.25	\$ 149,104.53	\$ 1,640,149.78
	Current VE	\$ (2,202,264.38)	\$ (220,226.44)	\$ (2,422,490.82)
	Proposed Construction Subtotal	\$10,688,891	\$1,068,889	\$11,757,780
UTILITIES	SRP	\$909,091	\$90,909	\$1,000,000
	SW Gas	\$514,571	\$51,457	\$566,028
	Proposed Utilities Subtotal	\$1,423,662	\$142,366	\$1,566,028
	Total Project Budget	\$62,047,226	\$6,240,310	\$78,230,000
	Total Amended Delegation Resolution			\$78,230,000

RESOLUTION NO 1501-22. (AMENDMENT 1)

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING RESOLUTION No 1501-22 AND 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 AGREEMENTS RELATED TO THE RECREATIONAL & AQUATIC CENTER PROJECT WITHIN THE FRONTIER FAMILY PARK.

WHEREAS, the Town Council finds that it is in the interest of the Town to enter into Contracts and/or Agreements to complete the Recreational & Aquatic Center within the Frontier Family Park (the “Project”), as more specifically described in the Staff Report presented to the Council in support of this Resolution, and the summary of items included in the Project set forth in Exhibit 1 attached hereto, both of which are incorporated herein by this reference; and

WHEREAS, Article 5 of the Town’s Procurement Policy authorizes that Town Council to delegate signature authority to the Town Manager and/or Department Director for certain contracts related to the 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 in Resolution 1466-22 establishing the project budget on June 1, 2022 and Amendment #1 on July 20, 2022; and approving 1459-22 adopting the FY2023 budget.

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

- Section 1:** That the total Resolution amount is amended and the total authorized budget amount for the Project is amended and hereby affirmed to be \$68,000,000.
- Section 2:** That the Town Manager has the authority to sign and enter into, on the Town’s behalf, individual contracts, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.
- Section 3:** That the Capital Improvement Projects 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 budget amount, for the completion of the Project.
- Section 4:** That the Town Manager, Capital Improvements Projects 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 Project is 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 the Town of Queen Creek, Arizona, this 19th day of April, 2023.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Julia Wheatley, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Bruce Gardner, Town Manager

Dickinson Wright, PLLC
Town Attorneys

Resolution #1501-22 (AMENDMENT #01)
Exhibit 1

RQ030 Recreation and Aquatic Center		Estimated Cost	10% Contingency	Extended Cost
CONSTRUCTION	Design Services	\$ 2,374,426.36	\$ 237,442.64	\$ 2,611,869.00
	Pre-Construction Services	\$ 508,894.55	\$ 50,889.45	\$ 559,784.00
	GMP -1 Long Lead Items	\$ 5,164,794.55	\$ 516,479.45	\$ 5,681,274.00
	Geotech	\$ 23,181.82	\$ 2,318.18	\$ 25,500.00
	Public Outreach	\$ 4,545.45	\$ 454.55	\$ 5,000.00
	Construction Subtotal			
Construction	GMP -2 Construction	\$ 51,651,430.01	\$ 5,165,143.00	\$ 56,816,573.01
	Post design	\$ 454,545.45	\$ 45,454.55	\$ 500,000.00
	Utility Services (Gas)	\$ 272,727.27	\$ 27,272.73	\$ 300,000.00
	Construction Management	\$ 454,545.45	\$ 45,454.55	\$ 500,000.00
	FFE	\$ 909,090.91	\$ 90,909.09	\$ 1,000,000.00
	Proposed Construction Subtotal			
Total Project Budget				\$ 68,000,000.00
Total Amended Delegation Resolution				\$ 68,000,000.00



**Parks Master Plan, Phase 1:
\$27.7M Supplemental Funding Recommendation
of the Budget Committee**

Town Council Meeting

April 19, 2023

Purpose of Presentation

Receive Town Council Direction Regarding:

1. Increasing Funding for Phase 1 of the Parks Master Shortfall by \$27.7M
 2. Funding the \$27.7M Shortfall Using \$6M of Investment Income and a \$21.7M Debt Issue
- *Unanimously Approved by the Budget Committee on April 10th*
 - *Notice Required to Contractor Prior to April 30th to Maintain Schedule for Park and Facility Openings*

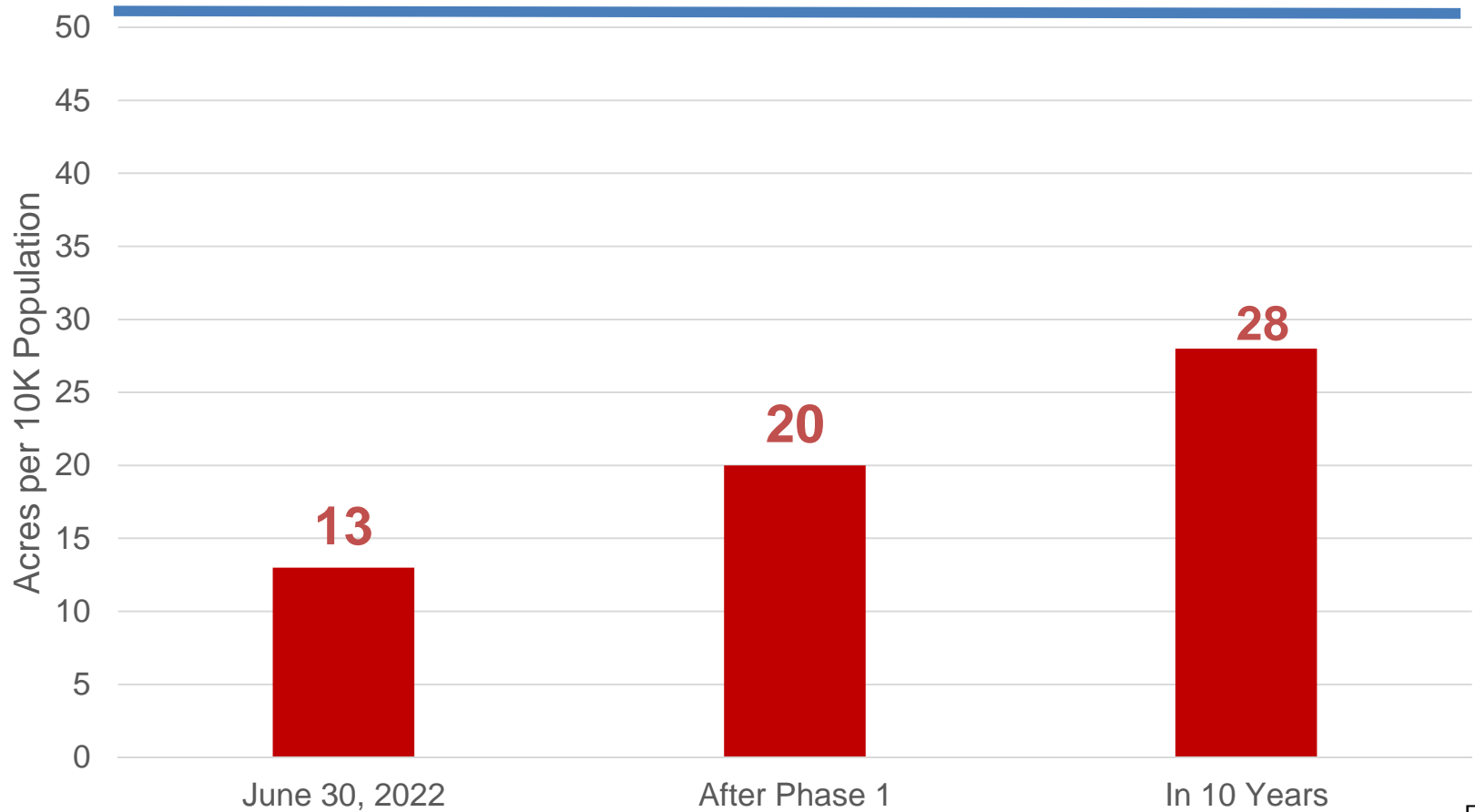
Parks Level of Service

- Adopted in the Parks Master Plan
- Level of Service
 - Adopted: 51 Acres per 10K Residents
 - Actual at June 30, 2022: 13 Acres (Excluding Eagle Park)
- December 2021 Town Council Decisions
 - “Keep Up”
 - “Catch Up”
 - Construct Phases 1 and 2 Over the Next 10 Years

Parks Phase 1: Overview

- Town Council Approved December 2021
- Construct 4 Facilities
 1. Complete Mansel Carter Park (14 Acres)
 2. Frontier Family Park (90 Acres: 85 Park Acres, 5 Acre Lake)
 3. Recreation Center
 4. Aquatic Center
- Original Estimated Cost: \$141M
 - Bond Issue: \$115M
 - Impact Fees: \$21M
 - Water and Wastewater: \$5M
- Risks in December 2021
 - Increasing Bond Interest Rates
 - Inflation
 - Very Early in Design so Unknown Final Cost Estimates

Park Acres Level of Service – LOS* (Acres per 10K Population) Adopted LOS: 51 Acres



*Excludes Eagle Park

Parks Master Plan: Parks Level of Service Shortfall*



*Master Plan Level of Service is 51 Acres per 10K Population, Calculations Exclude Eagle Park

Parks and Facilities

Mansel Carter Oasis Park Phase II

Amenities may include:

- Tennis Courts
- Volleyball Courts
- Pickleball Courts
- Fitness Play
- Passive Turf Space
- Restrooms
- Parking
- Retention

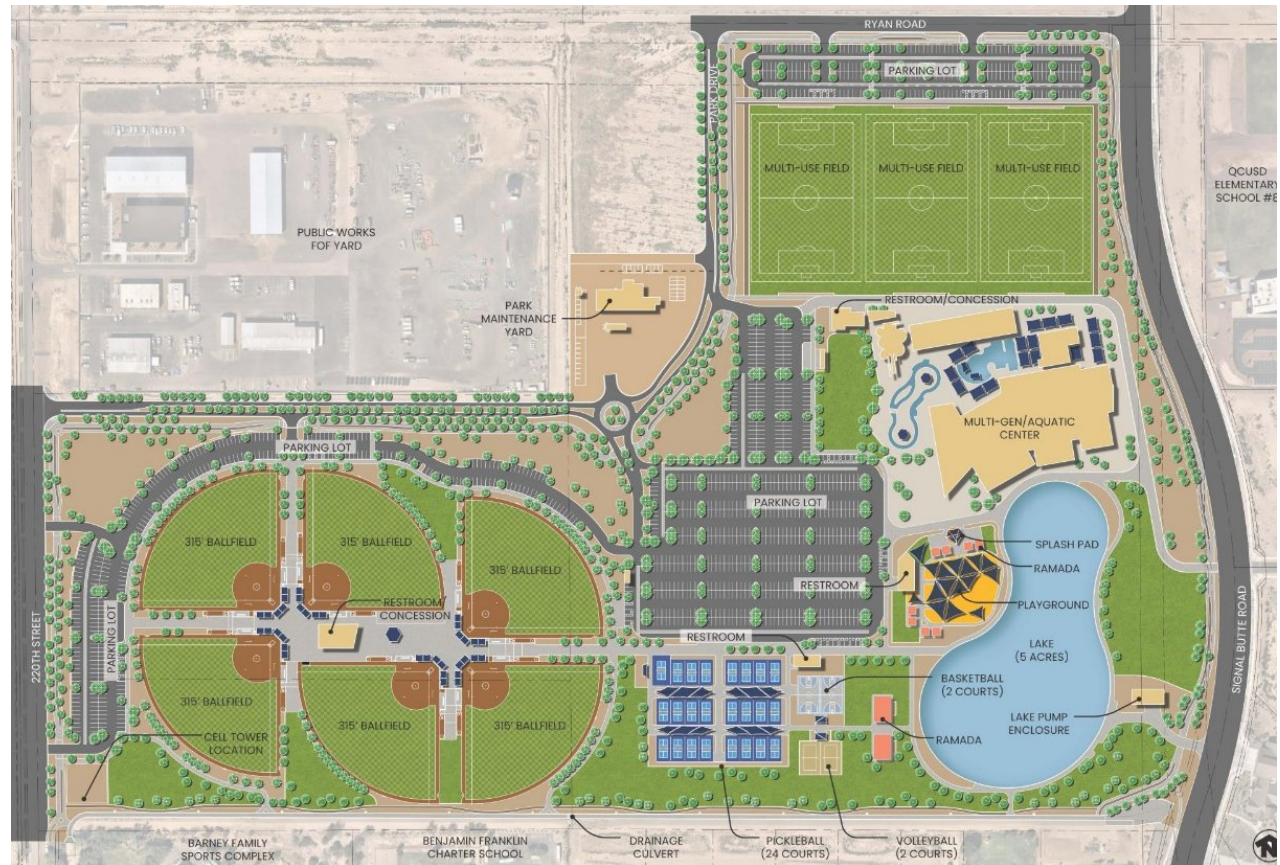


Parks and Facilities

Frontier Family Park

Amenities include:

- 6 Ballfields (315')
- 3-5 Multipurpose Fields
- 24 Pickleball Courts
- 2 Basketball Courts
- 2 Sand Volleyball Courts
- Destination Playground
- 5-acre Fishing Lake (AZGF)



RECREATION CENTER



RECREATION CENTER





RECREATION CENTER



RECREATION CENTER

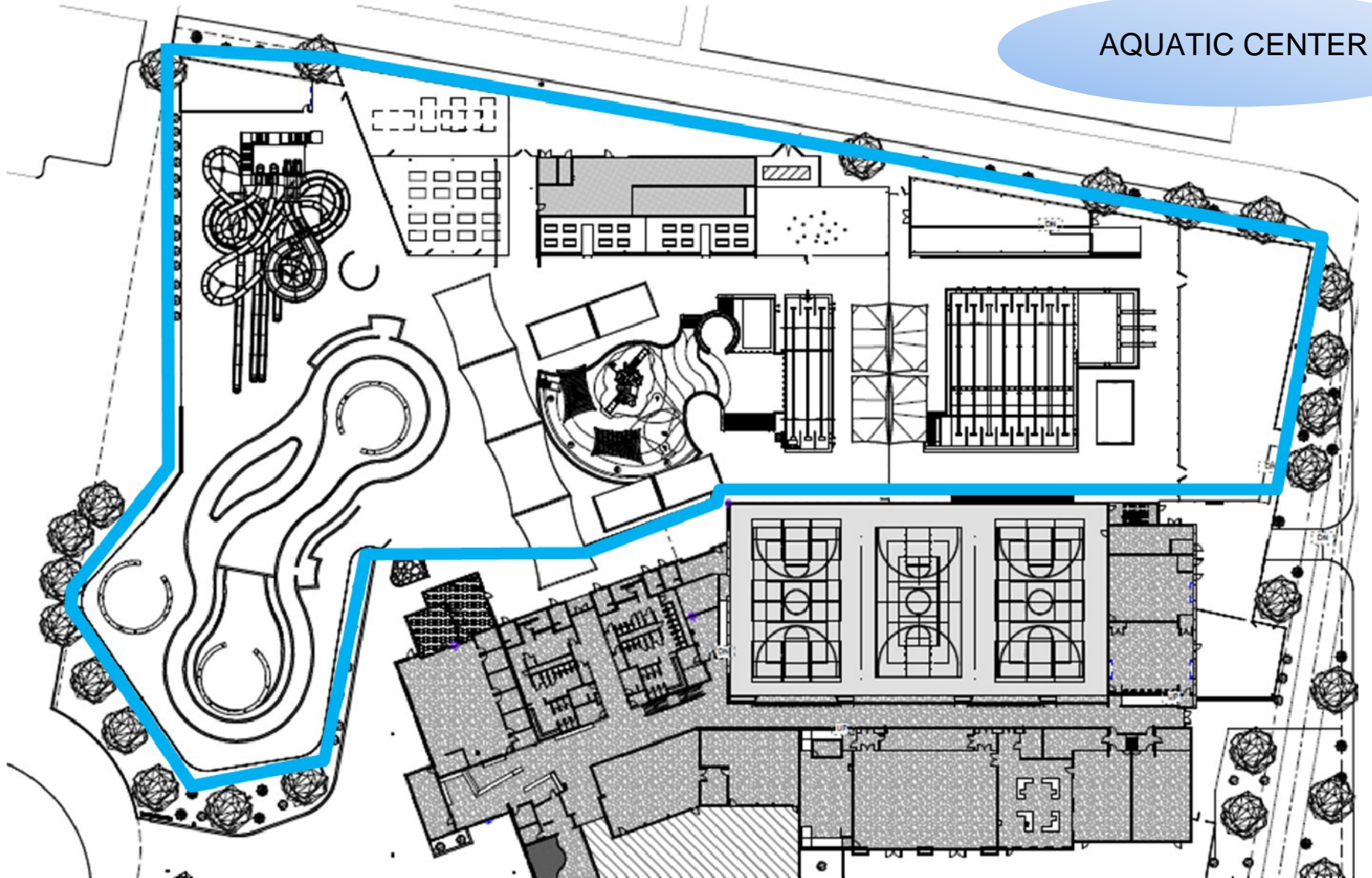
Parks and Facilities

Recreation Center

- Gym – Basketball, Volleyball, Pickleball, Multiuse Space
- Fitness Floor
- Indoor Track
- Classrooms
- Dance and Fitness Rooms
- Multipurpose Rooms
- Catering and Teaching Kitchen
- Teen Center
- Senior Center
- Child Watch
- Lobby
- Art Studio
- Locker Rooms with Showers
- Staff Offices
- Meeting Rooms



AQUATIC CENTER



AQUATIC CENTER





AQUATIC CENTER



AQUATIC CENTER

Parks and Facilities

Aquatic Center

- Lazy River
- Family Play Pool with Interactive Water Features
- Water Slides
- Competition Pool
- Diving Boards
- Shared Amenities
 - Lobby/Check In
 - Locker Rooms with Showers

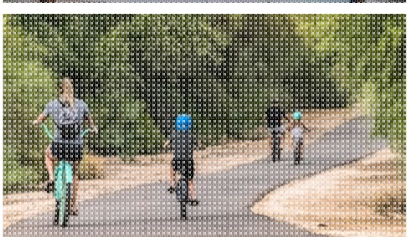
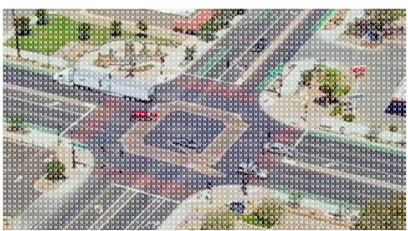


Parks and Facilities: Completion Dates

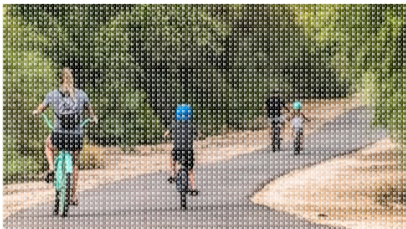
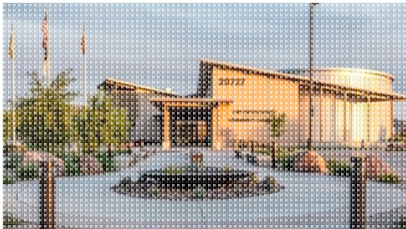
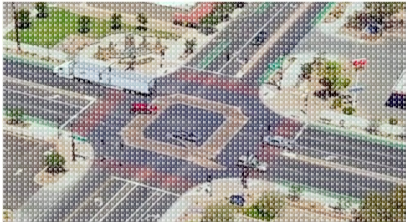
Facility	Completion Date
Frontier Family Park	January 2024
Mansel Carter Oasis Park - Phase II	March 2024
Recreation Center	October 2024
Aquatic Center	October 2024

Parks Funding (Phase 1) Shortfall

- Funding Shortfall: \$27.7M
- Reasons for the Shortfall
 1. Record Inflation (Materials and Labor): \$12.7M
 2. Impact Fee Cap: \$15M



Budget Committee Recommendation



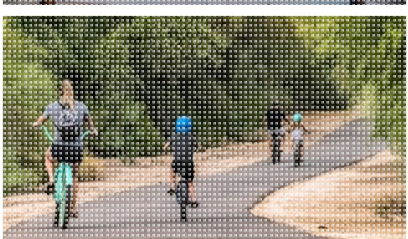
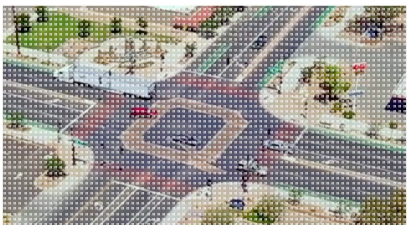
1. Approve Additional Funding of \$27.7M and Build the Projects Approved in December, 2021
2. Sources of the Additional Funding:
 1. \$6M Investment Income from \$115M Bond Proceeds
 2. Issue \$21.7M of New Bonds
 - Terms: 30-Year, Annual Payment:\$1.3M from the Operating Budget
 - Timing: TBD (Included with Police Master Plan Phase 1 Bond Issue)
 - Objectives of Issuing Debt
 - Intergenerational Equity - Costs Shared by Existing and New Residents (Mirrors the \$115M Bonds Previously Issued)
 - Provides Flexibility Regarding Funding Final Cost Amounts (i.e. Possible Lower Amount)
 - Allows for Possible Use of Excess Operating Budget Reserves In Lieu of Debt if this Option Becomes More Viable as Staff Makes More Progress on 'AAA' Bond Initiative Financial Strategies

Parks Funding (Phase 1): Updated

	Mansel Carter Park (Phase 2)	Frontier Family Park	Aquatic / Rec Centers	Total
Bond Issue #1	\$9M	\$41M	\$65M	\$115M
Bond Issue #2 (Budget Committee*)	<u>\$3.3M</u>	<u>\$15.4M</u>	<u>\$3M</u>	<u>\$21.7M</u>
Total Bond Issue	\$12.3M	\$56.4M	\$68M	\$136.7M
Investment Income	N / A	\$6M	N / A	\$6M
Impact Fees	N / A	\$11M	N / A	\$11M
Water / Wastewater	<u>N / A</u>	<u>\$5M</u>	<u>N / A</u>	<u>\$5M</u>
Total Funding (Updated)	\$12.3M	\$78.4M	\$68M	\$158.7M

* Includes \$0.7M in additional funding approved by the Budget Committee for shade and seating.

Recommended Motion



1. Approve the Budget Committee's Recommendation
 1. Approve Additional Funding of \$27.7M and Build the Projects Approved in December, 2021
 2. Sources of the Additional \$27.7M Funding:
 - \$6M Investment Income from \$115M Bond Proceeds
 - Issue \$21.7M of New Bonds
2. Authorize Staff to Amend the FY 22-23 Budget and Approve Delegation Resolutions 1488-22, 1466-22, and 1501-22 as Presented